Some Dominant Linguistic Features of Two Legal Sub-registers

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Abstract

This study aims to investigate similarities and variations across two legal sub-registers, namely, UN resolutions and agreements, in terms of some of their linguistic features.

To achieve this task, the researcher sets up investigation tools to help her organise the research and conduct the analysis.

Examination of two corpora, one representing agreements and the other UN resolutions, shows that both corpora share some sentential features, such as complexity in sentence structure and in noun phrase modification. Yet, there are some other features such as the use of modality, non-finite verb groups and qualificational insertions that may be designated as varieties of these two legal sub-registers.

The study concludes that legal register is a wide cover term that is actually realised by sub-registers. These sub-registers are identified by linguistic features that indicate similarities and variations.

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Chapter One

Introduction

1.1 Statement of the problem and Research questions

Legal English is widely regarded as a particularly unique linguistic register. Kwarcinski (2003) defines legal discourse as "a specific type of language use which relies heavily on the functions of utterances (texts) within a communicative situation undivorceable from its social context".

The types of documents that designate legal register vary according to the type of context and hence represent different forms of communication; for instance, resolutions, cases, agreements, contracts, acts, statutes, etc... since each is a communicative occurrence determined by the normal components of the context of situation: the participants, message, purpose, code. We may say that each belongs to a specific sub-register.

Legal sub-registers may share or differ in linguistic features either at the textual level, which includes syntactic and lexical features, or at the discourse level, which includes strategies to achieve cohesion and coherence in the text.

Therefore, one of the main questions that this research addresses is:

What features do legal sub-registers share that contribute to the legal register and how do they differ so that they can be designated as varieties of legal register?

This question needs to be investigated for two purposes:

- Theoretical; so that it sheds more light on the distinctive lexico-grammatical features of legal sub-registers.
- Practical; so that such features can be related to the pedagogical context of teaching Legal English for law students.

The need for achieving the second purpose arises out of the fact that students studying Law at the University of Bahrain are widely reported to have difficulties in reading and understanding legal texts in English. Many of these difficulties are due to the unusual vocabulary and complex syntax legal texts have[1].

However, concentrating on linguistic aspects of text construction does not introduce an adequate description of language in use unless it is integrated with explanations to rationalize conventional aspects of genre construction and interpretation. Thus, the second question that this study is concerned with is:

What are the reasons behind using such linguistic features in each legal sub-register?

1.2 Aims of the study

The study aims to:

1. investigate dominant textual and structural features in two types of legal texts: UN resolutions and agreements;
2. conduct a cross-text comparison of these features to identify similarities and variations;
3. look into the reasons behind using such linguistic choices;
4. make recommendations based on the findings arrived at in points one and two for designing an appropriate syllabus for students majoring in Law.

1.3 Significance of the study

The area that will be investigated in this study is significant because of the following reasons:

1. It highlights the major characteristics of two types of legal texts, which can contribute to the description of the legal register.

2. It provides adequate information about the rationale underlying the use of such features in these types of texts.

3. Legal English has been introduced quite recently at the University of Bahrain; therefore, specifying and investigating textual and structural features in certain types of legal texts can help ESP teachers who design and teach legal communication courses to learners of law who pursue their legal education through the medium of English.

1.4 Limitations of the study

1. This study is limited to the investigation of two forms of communication in legal register; i.e. UN Security Council Resolutions and Agreements.

2. Time is one of the major factors that limited the investigation of this study to the features identified in the two sub-registers. There might be other dominant features which can also be identified in these two sub-registers; therefore, the researcher suggests further investigation for future studies.

1.5 Plan of the study

The study consists of five chapters:

- **Chapter one:** introduces the statement of the problem, research questions, aims of the study, limitations of the study and the study plan.

- **Chapter two:** consists of two sections; section one is an introduction which gives some elaborations on the terms 'genre' and 'register', while section two provides both a theoretical background and a survey of research in the field of legal register analysis.

- **Chapter three:** deals with data selection and research methodology.

- **Chapter four:** presents the analysis of linguistic features and discussions of the results. Then, the most common textual and structural features are compared and investigated to establish variations.

- **Chapter five:** introduces the main findings of the study; i.e. similarities and differences across two types of legal texts. Implications are then formulated for an efficient ESP syllabus intended for students of law at the University of Bahrain.

Notes to Chapter One

(1) This is based on (a) personal experience of teaching legal English classes and (b) personal communication and discussion with instructors involved in teaching ESP for law students.

CHAPTER TWO

Review of Literature

2.1 Introduction

Discourse analysis is the study of language beyond the sentence boundary. It is the analysis of language in use (Burton, 2000). Discourse analysis started attracting attention in the late sixties and has developed into a variety of approaches. For instance, in sociology, analysis of language, which can be called ethnography of communication, gives some ideas for the structuring of communicative behaviour and its role in the conduct of social life. In philosophy, speech act theory has motivated an interest in the formulation of rules of language use against rules of grammar. In linguistics, the analysis of discourse has been carried out within the scope and activities of text-linguistics, text analysis, conversational analysis, rhetorical analysis, functional analysis and clause relational analysis (Bhatia, 1993).

Within linguistics, discourse analysts can examine paragraph structure, the organization of texts and typical patterns in conversational interactions. They can also look into the relationship between language and the contexts in which it is used and are concerned with the description and analysis of both spoken and written interactions (McCarthy and Carter, 1994).

In our daily life, we use different varieties of language as we get involved in different situations. These situations could be talking to a person, reading a newspaper, writing a letter, reading an academic article, etc. We can refer to the varieties of language that we use in different situations as registers (Biber et al., 1998).

Halliday, McIntosh and Strevens (1964) indicated that language varies as its function varies; i.e. it differs in different situations. They defined register as a variety of a language distinguished according to its use.

One of the powerful theories of language variation has been developed by Michael Halliday (1978) which lays specific emphasis on categories of language such as spoken and

written and on the field of discourse. The main terms used by Halliday and were proposed by McIntosh and Strevens as well are: field, tenor and mode of discourse. As concepts, they help to explain how language users interpret the social contexts or textual environments in which meanings are made. As descriptive terms, field refers to the subject matter which includes particular domains of social activity such as science, religion, law, etc., in other words, what the text is about. Tenor refers to the role of the participants. This includes the social role relationships which are obtained between the language users in a particular situation. Mode refers to what role language is playing. This includes channel (e.g. written, spoken, spoken to-be-written, written-to-be-cited) and it also includes rhetorical mode (e.g. persuasive, rhetorical, expository, etc.) (McCarthy and Carter, 1994).

Within the learning process, the concept of register is widely agreed to be a useful way of systematizing the diversity of textual variation in a language. It can help teachers who wish to have broad classifications of texts for teaching purposes. It can also help students to enhance their language awareness by learning not simply to use language but also to learn about language and reflect on how it varies in different contexts of use (ibid).

However, one should distinguish register from the term 'genre'. While register is the particular situation in which the text occurs and this includes "field", "tenor" and "mode" of the text, genre refers to the overall purpose or function of the interaction. It is therefore higher in the semiotic hierarchy than register. According to Swales (1990) genre:

> is a recognizable communicative event characterized by a set of communicative purpose(s) identified and mutually understood by the members of the professional or academic community in which it regularly occurs. Most often it is highly structured and conventionalized with constraints on allowable contributions in terms of their intent, poisoning, form and functional value. These constraints, however, are often exploited by the expert members of the discourse community to

achieve private intentions within the framework of socially recognized purpose(s).

Referring to this definition in his work, Bhatia (1993:13) elaborates several aspects of this definition. Although there are other factors, such as content, form, audience, that affect the nature and construction of a genre, it is basically characterized by the communicative purpose(s) that is intended to fulfil. The communicative purpose(s) gives the genre its shape and gives it an internal structure. If there is any major change in the communicative purpose(s) it gives us a different genre. However, minor changes help us distinguish sub-genres.

Another point which Bhatia explains in this definition is that the writer must conform to certain standard practices within the boundaries of a particular genre although he can exploit the rules and conventions of a genre in order to achieve specific effects and intentions. This could be done without breaking away from such constraints completely. Those specialist genre writers appear to be more creative than those who are non-specialist because they have greater knowledge of the conventional purpose(s) (Bhatia, 1993).

Having said that, genre can be thought of as the general framework that gives purpose to interactions of particular types, adaptable to the many specific contexts of situation. It is one of the two levels of context; which is the context of culture. It is more abstract and more general than the context of situation which yields register. Genre is realized through language and this process of realizing genres in language is mediated through the realization of register (Eggins, 1994).

Thus, we should start with the more specific level of situation, which is register, moving to a higher level of context, which is genre. In Halliday's view, the notion of register is very simple and yet very powerful, and it provides a means of investigating the linguistic features of different varieties of texts. The theory of register attempts to reveal the general principles which control the ways the language we use varies in relation to the type of situation. Register

analysis is regarded as one of the earliest approaches to the description of varieties of language use. It focuses mainly on the realization of significant lexico-grammatical features of a linguistic variety which combines syntax, lexicon and morphology (Bhatia, 1993).

Register analysis often requires a comparative approach to know whether the use of a linguistic feature in a register is rare or common compared to other registers. Therefore, register analyses are actually investigations of register variation (Biber, Conrad, and Reppen, 1998).

From an applied perspective, register analysis can be related to the field of ESP –English for Specific Purposes- since one of the main concerns of ESP studies is to investigate linguistic and situational characteristics of specialized registers in English.

The studies carried out on legislative texts since the early sixties have emphasized the need to define and describe legal discourse in its own context (Bhatia 1983, 1993, Angeles, 1999). The conclusion is that there is no overall linguistic description of legalese available. This is probably true with studies of other registers. Legal discourse covers an extensive variety of written and spoken discourse that differs in a number of contextual features. Therefore, the next section of this chapter will provide a review of literature in the field of legal discourse analysis which can help the researcher to establish tools for investigating and analyzing the data.

2.2 Legal Discourse Analysis

It is commonly agreed that legal language is complex and often hard to understand. Whoever reads a legal document will recognize that it is distinct from ordinary speech (Tiersma, 1999). Legal language has been criticized by a number of writers for its obscure expressions, long sentences and complex syntax and constructions with patterns of coordination and subordination, repetition and archaisms (Bhatia, 1993, Al-Fahad, 1993). To the specialist in the law profession, these are important linguistic devices which bring in precision, clarity, unambiguity and all-inclusiveness.

2.2.1 Shuy's Overview Study

In the past twenty years, there has been a great interest in the language of law from linguists, sociolinguists, discourse analysts, ethnographers and semioticians. Their comments have been directed at characteristics of legal language, i.e.; its forms and patterns (*cf.* Gibbons, 1994). Shuy (1986) provides a valuable historical development of the work that has been done in the area of legal language. He mainly concentrates on the recent research on the oral language of legal discourse in courtrooms, which is written down by court reporters. This written-down language is done by tape recordings.

One of the earliest research on this process of recording has been carried out by Walker (1982; 1985). According to Shuy (ibid), Walker deals with a significant issue, which is how the notion of "the verbatim record" is defined. She claims that verbatimness in the court is a myth because of the change in modalities involved and the effort to transform a multi-channel event into a single representation.

Another research on linguistics and law which concerns the use of courtroom language has been carried out by O'Barr and his colleagues at Duke University (1974). Their focus is directed to such issues as powerful versus powerless speech, fragmented versus narrative

testimony and the effects on jurors of overlapping speech. The conclusion is that powerful speech could be defined as direct, assertive and rational, whereas powerless speech is more tentative, polite, indirect and emotional.

Linguists have also shown interest in the use of leading questions in the courtroom. An analysis of this kind is provided by Ogle and Kalamroka (1978). Through the legal history of questions, they distinguish among leading, suggestive, and improper questions. Ogle and Kalamroka conclude that the context is a significant determinant of whatever leadingness may mean. Danet (1980) also provides a very useful analysis of the structure of questions and responses in a trial. She concludes that the question form, which is used, is not as important as who is doing the questioning. These conclusions actually prove that the definition of a leading question is not easy.

Another important focus of linguistic interest that Shuy (1986) mentions is in the instructions given by the judge to the jury just before they leave for deliberation. Generally, judges read their instructions to the jurors with little or no explanation regarding what the individual instruction might mean. Therefore, the language appears to be complex and loaded with technical jargon. To examine the difficulty jurors have with such instructions, Shuy refers to Charrow and Charrow's (1979) experiments. Their approach is to rewrite a set of existing jury instructions by removing legal technical words. In other words, the jurors have to listen to instructions being read by an actual judge then they have to paraphrase what they hear. Their hypothesis is that they cannot paraphrase the material accurately; it means they do not really understand it. Then a second set or rewritten jury instructions are presented for the same paraphrase task. The conclusion of these experiments is that the overall performance is significantly better in the second task, where they paraphrase the written instructions.

In another study by Philips (1985), the use of language by judges is also examined. He contrasts the written and spoken language of judges as they explain defendants' constitutional

rights to them. Philip concludes that after the judges ask the defendants whether they have read and understood their rights, they restate these rights orally. Philip analyzes these restatements and finds some forms of clarifications: substituting (you) for third person masculine pronouns, syntactic simplification, lexical substitution (i.e.; lawyer for counsel), elaboration and reordering. The judges are rather uniform in both their successful and unsuccessful efforts at clarification. In Philip's (ibid) view, this can be due to their standardized legal education. The least successful effort seems to involve lexical substitution, which may result in equally complex terms (i.e.; compel for subpoena).

Shuy (1986) also mentions other linguists who are interested in pragmatic analysis of written legal language. For instance, Prince (1985) advocates the use of pragmatic analysis in a case that concerns disability insurance. Using principles derived from pragmatics, Prince demonstrates how a linguist can serve as an effective expert witness in such cases. Pragmatics has also been dealt by Tiersma (1986). He analyzes the language of offering and acceptance. Tiersma's study is an effective explanation of the importance of linguistics for legal procedure.

It can be said that the references Shuy mentions can be considered as suggestive rather than comprehensive. They demonstrate the types of recent research on language in the courtroom settings, both written and spoken. However, what the researcher needs in this research is to look into more informative studies which may reflect insights into the analysis of legal English.

2.2.2 Maley's Study

Maley (1994) mainly focuses on the production and interpretation of legislative discourse through institutional communicative strategies in which a set of these communicative strategies forms legislative communicative competence. Legislative communicative competence links the relevant dimensions of the institutional situation to the

linguistic forms and organization and thus reveals how situational dimensions determine linguistic choice. These relevant dimensions according to Maley are: 1) The nature of legislation, 2) the roles of the participants, and 3) the goals of legislation. These are discussed with some detail in the following paragraphs.

1. The Nature of Legislation

Legislative actions are performed by means of words and the words of the law are the law. It can be said that laws create rights and obligations through two ways; they either command or empower. In other words and according to legal terminology, they are either mandatory or discretionary. By this classification, the law sets up two categories of legal illocutionary act. Mandatory illocutionary acts which impose obligations, and discretionary illocutionary acts that confer a power which may or may not be exercised. Therefore, the modals 'must' and 'shall' are used in the performance of mandatory illocutionary acts and 'may' is used for the performance of discretionary acts. However, the tense used in other kinds of illocutionary acts performed by the enacting verbs is always present.

Since legislation is a set of perpetual rules of actions, this results in the generality of the legal rule. Rules of law concern classes of people, things, actions and circumstances. Therefore, the legal rule typically expresses general meaning.

2. The Roles of the Participants

This involves another set of communicative strategies. According to Maley, four participant roles can be identified: on the production side, a) source; who is the sovereign, and b) draftsman; and on the interpretation side, a) audience and b) interpreter. Since rules of law are complex in the content and expression, this requires the existence of a specialized interpreter to interpret their meaning.

According to what has been said earlier, two kinds of relationships can be identified: the sovereign power (the source) and those subject to the act (the audience); and draftsman and

professional interpreter. Each of those relations has consequences for legislative language. There is a great social distance between the sovereign and subject; thus, the enacting actions which preface a statute begin with a verb form which enacts the statute but it also reflects the authority of the sovereign. In such relations, one can also note the use of passive voice, lexical items which are both archaic and formal.

The deontic modals are also used to create a rule of obligation in the most formal way to express authority and power. A rule of obligation could be phrased in the form:

If X does Y, X is liable ..... or must .....

Furthermore, Maley looks at the second relationship, which is between specialists, as a relationship which rests upon shared meanings of different kinds. The shared meanings can be realized as technical meanings which are unique to a specialized situation.

The technical vocabulary of law and legislation is largely French in origin and its development is linked to the growth of law itself. Technicality in the vocabulary of law generally has two aspects: technical terms and terms of art. The difference between them appears to lie in the fact that a term of art has an explicitly fixed meaning, while a technical term is a special term of law, but the content of meaning may change in context. It is assumed that a term of art always bears the same meaning in whatever context it appears. Examples provided by Maley of terms of art are: *alibi, bail, felony, plaintiff* and one example of technical terms is provided: *manslaughter* which has a relatively fixed meaning. Such competence of specialized knowledge is shared by draftsmen and interpreters but not by the audience of legislative discourse.

3. The Goals of Legislation

Maley argues that both draftsmen and interpreters have certain expectations of what language can do to create legal powers. In producing the legislative text, draftsmen utilize communicative strategies for producing rules that are precise and explicit. Thus, technicality,

specification and repetition are involved. Draftsmen may also believe that certainty is achieved by condensed meanings. This could be done by means of complex subordination, nominalization, and participle phrases within a single sentence (Maley, 1994). However, a certain amount of flexibility is also desirable for some legislative rules. Hence, rules with vague meanings can be identified.

In order to examine these communicative strategies, Maley traces them in section 22A of the New South Wales Crimes Act (1901) which defines the crime of infanticide.

Maley reveals a number of issues that describe this rule through the observation of certain elements in the text:

1. He finds out that section 22A is a general rule. He arrives at this point because of the use of some vague terms which are combined with non-specific determiners and that is what gives the meaning some generality and a degree of flexibility of the rule.
2. He also notices the use of third person forms and words from the formal lexicon, for example, 'notwithstanding' 'consequent upon'. Thus, the text can be described as formal, asymmetrical and impersonal.
3. As far as the nature of legislation is concerned, Maley concludes that this section of the act (i.e. Section 22A) contains contradictory meanings. He notices some opposition: precise/vague; mandatory/discretionary; explicit/condensed. These oppositions, as Maley states, may be regarded as sources of difficulty for interpretation. Maley realizes that this is done deliberately to allow a certain amount of flexibility to cope with unexpected cases.

It can be concluded that Maley's model is one way of approaching a legal text which mainly concentrates on institutional communicative strategies. However, there are other approaches used by different linguists which are based on analyzing language habits with the purpose of identifying certain features that are restricted to the legislative discourse and that

can be distinguished from the general mass of linguistic features common to English as used in different occasions.

2.2.3 Crystal and Davy's Study

Crystal and Davy (1969) suggested an approach for the analysis of style, which involves examining a text at interrelated levels of description. They state that at each level one aspect of the way in which language is organized is analysed. The analysis of style should distinguish phonetic/graphitic, phonological/graphological, grammatical, lexical and semantic levels.

The order in which the levels are studied is not important. For instance, in generative grammar (as advocated by Chomsky, 1965), the syntactic rules may act as the starting-point, whereas phonological and semantic information is built in as interpretive components of the grammar. Alternatively, using a more traditional linguistic model, one can begin with phonetic and phonological information proceeding to grammar and vocabulary and move on to semantics. (See, for instance, Bloomfield 1933, Robins 1973).

The first level according to Crystal and Davy relates to the raw material of language. This material can be divided into two types: spoken and written. In order to differentiate between the two, Crystal and Davy relate speech to "sound waves" and relate writing to "marks on a surface". Although an examination of the components of these two types alone, i.e. sound waves and shapes, may not provide the necessary information to describe language, the emergence of some facts at this level of analysis can lead to a complete understanding of stylistic effect.

At the second level, the phonological and graphological organization is studied within a particular language. Moving from sounds and shapes, human language displays patterns and each language selects only a few, which are used in a particular combination to build up larger

units, such as words and sentences. The sounds and letters of English have a definite form and function. Phonology studies the sound system of a given language whereas graphology is the analogus study of the writing system. At this level, the analysis describes patterns of sounds or writing that distinguish varieties of English. Examples of these are: repetition of segmental sounds, patterns of rhythm, intonation, distinctive uses of punctuation, capitalization, spacing, etc.

Sounds and letters are used to build up larger and more complex units. Some of these are the subject matter of grammar, and others can be referred to in general as vocabulary. In fact, here comes the third level. In grammar, the main aim is to analyze the internal structure of the units which are sentences and the way they function in sequences. On the other hand, individual words and idioms tend to pattern in different linguistic contexts, and it seems useful to study separately the attributes of lexical items. This shall be referred to as the study of vocabulary. Thus, information is given about the choice of specific lexical items in a text, their distribution in relation to one another and their meaning.

In order to study the meaning of stretches longer than the single lexical item, Crystal and Davy refer to a higher level, which is semantics. Semantics, to the two authors, studies the linguistic meaning of a text over and above the meaning of the lexical items. The distribution of concepts in a text as a whole and the use of characteristic figures of speech are suggested to be studied at this level in their model.

From an application perspective, Crystal and Davy study different types of texts, each representing a 'style'. One of these is the legal style. Two examples are studied, one is from an endowment assurance policy and the other is from a hire purchase agreement. First, they deal with the layout of these two texts; the use of Gothic characters, capitalization and indentation which are features of arrangement used as a means of giving increased emphasis to any grammatical unit or combination of units, which contributes effectively to the meaning

of the whole document. Then, they move to a more detailed level of analysis in which they look at the clause structure; its length and complexity. They also investigate the most striking grammatical characteristics, for instance, the use of nominal, verbal –especially modals- and adjectival group structures and how pre-modification and post-modification contribute to the complexity of these structures.

On the lexical level, Crystal and Davy observe the frequency and variety of words which consist of an adverb of place to which a preposition-like word has been suffixed, for instance, *hereon, hereunder, hereunto, herein and whereof.* In addition, they find archaisms in the two extracts which add formality to the language; *deemed, expiration and terminated* are just few that may be taken as representatives.

2.2.4 Bhatia's studies

Many linguists have related their work to one or more than one level of analysis suggested by Crystal and Davy; for instance, Bhatia (1987) applies one level of analysis. He outlines a recent trend of legislative drafting technique which seems to be dominant in most parliamentary acts. The main aspect that he discusses is the use of referential devices in drafting legislative provisions. He, firstly, distinguishes between two types of referential qualifications:

1. those that are purely text-cohering type, and
2. those that signal specific legal relationships in addition to their text-cohering function.

However, he mainly concentrates on the first type, which he refers to in his study as textual-mapping devices.

In order to realize the reasons behind using such textual-mapping devices, Bhatia examines the (British) Housing Act of 1980. He highlights the phrases that indicate any

referential system of the first type above and he comes up with a typical realization of textual-mapping which conforms to the following major pattern:

		[Mentioned]		[section]		
		[Referred to]		[subsection]		above
NP	+	[Set out]	in	[paragraph]	+	
		[Specified]		[schedule]		below
		[Stated]		[act]		

Bhatia also realizes that the textual-mapping devices involve three operations:

1. Spatial and syntactic breaking up of the legislative provision into several subsections to make it more accessible to its reader;
2. indexing the different subsections for the purpose of reference; and,
3. forward and backward cross-referencing to provide textual links with the preceding legislation.

The legal draftsman uses forward and backward cross-referencing devices to indicate the postponement of legal content and backward cross-referencing devices to remind the reader not to read the provision out of context. Bhatia indicates that this practice of incorporating a pair of qualifications seems to be a common practice in recent legislative writing.

In an attempt to prove this fact, Bhatia compares the use of such text-cohering devices in two Housing Acts; the Housing Act 1957 and the Housing Act 1980. He finds out that the frequency of textual-mapping devices in 1957 is 20 while in 1980 is 200. This means that the use of textual-mapping devices has gained favour with some British Parliamentary draftsmen who use them to reduce over-elaboration at a particular point in the legal provision by

splitting the provisionary section into subsections without either sacrificing specificity or giving rise to referential ambiguity (Bhatia, 1987).

Reaching these findings, Bhatia differentiates the textual-mapping devices from other rhetorical devices. He illustrates that the textual-mapping devices have a very specific function of reducing information at a particular point, while rhetorical devices operate at a much higher level of text organization. He also points out that textual-mapping devices have distinctive formal features which are used rather consistently in legislative writing.

In this respect, Bhatia concludes that textual-mapping is a unique feature of legislative statements. In addition, this particular trend to use text-cohering devices has introduced interesting reforms to the drafting style of legislative documents and has made them much more easily accessible to its readership than before. He also concludes that the process of breaking down complex provisions into subsections, and that of relating them by using text-cohering and other referential devices have implications for the teaching of English for academic and professional legal purposes. In fact, understanding this textual feature will give the learners practice not only in simplifying complex legal content but also in realizing the rhetorical and logical relations between different sections of the legislative document.

Bhatia's investigation of statutes is reported in another study where he looks into the linguistic and rhetorical aspects of statutory writing by having the Housing Act 1980 as a sample. According to Bhatia, one of the most important aspects of the structuring of statutory writing is the discourse notion of qualification. He claims that this particular device serves a wide variety of functions and has typical syntactic realizations. Despite that, it gives a complex patterning to the legal sentence, especially when it occurs in various clause positions.

In examining samples of his text data, Bhatia points to a number of possible qualificational insertions that are different from those that one may find in ordinary writing;

for instance, the relative or reduced relative clauses. Those qualificational insertions may belong to this variety of text not only because of their linguistic form which may include complex preposional phrases but also because of their typical legal function. Bhatia mentions two of these qualifications in relation to the provision in the text sample he uses:

1. one states the purpose for which the legal action is being provided;
2. the other defines the legal scope of the action.

Bhatia also refers to other qualifications frequently used by the legal draftsman to fulfil particular communicative functions. He illustrates each type with examples from the Housing Act 1980.

1. Qualifications expressing legal means.
2. Qualifications expressing legal contingency.
3. Qualifications expressing temporal relations.
4. Qualifications referring to legal authority.

In the second part of his study, Bhatia concentrates on qualifications that are only used to define the legal scope of a provision and see if there is any pattern of variation between their legal function and their linguistic form.

Through the analysis of various text extracts, Bhatia comes to realize that it is possible that any new provision (A) may have some kind of conflict with some other existing provision (B). When such a conflict arises between a new and an already existing provision, the legal draftsman has to resolve it in order to make the new provision operative. To achieve a resolution, he generally uses a choice of linguistic devices to define the legal scope of the new provision in the context of an already existing one.

Bhatia finds that the conflicting / contradictory relationship between two provisions, supposedly (A, B), can be of four:

1. 'A' operates in spite of 'B'.

2. 'A' does not affect 'B'

3. 'A' operates in addition to 'B'

4. 'A' operates instead of 'B'.

Further, Bhatia discusses another relationship where the possibility of any conflict is avoided. Here, the qualificatory insertions give an indication that there are certain conditions or restrictions imposed on this provision by the subsequent subsections of the same section but the exact nature of their relationship is not signalled by the qualifying section. In other words, the relationship can be understood by reading the relevant subsections to clarify and define some aspects of the provision.

Bhatia concludes that in the case of contradictory relationships, the scope of the provision is mostly defined in relation to only one of the already existing provisions. Here the referential function is anaphoric and the purpose is to resolve such a conflict. However, in the case of those which define scope by imposing restrictions, it is done in relation to many subsequently occurring provisions where the referential function is cataphoric and the purpose is to avoid any possible conflict. He also concludes that qualifications of the conflict-resolving type have more explicit realizations; i.e. syntactically and lexically, whereas conflict-avoiding qualifications are generally less explicit and hence more problematic for the reader.

Another feature which Bhatia also considers in one of his studies is syntactic discontinuity, a feature that is also discussed in some details by Al-Fahad (1993). He discusses the results of two experiments which are conducted to prove the effects of syntactic discontinuity on the process of reading, particularly, in the case of second language learners.

Bhatia explains the concept of syntactic discontinuity and the need for it in legislative writing. Then he examines a variety of linguistic devices utilized to express qualifications and specifications in legislative writing. He notes that many of these qualifications are placed in

clause-medial syntactic positions in order to achieve clarity, unambiguity and precision. These qualifications are placed right after the word or the phrase they qualify. In many cases, long qualificatory insertions are put at those syntactic positions in the structure of the sentence where they interrupt the normal sequence of elements of a particular syntactic constituent. This creates a kind of syntactic discontinuity in the legislative sentence which is rarely found in other varieties of English.

In his two experiments, Bhatia tests the validity of the hypothesis that for the second language learners it will be more difficult to process and understand sentences containing discontinuous constituents of the type generally found in legislative writing than those in which such discontinuities have been removed by some kind of syntactic organization.

The subjects are exposed to the test sentences and then they are asked to respond to a cloze test item based on each sentence. The subjects are instructed not to read the cloze test item unless they are exposed to the sentence on the screen. They are given one minute to complete the test item, which consists of four gaps in each sentence.

The experiment is repeated with a larger sample under similar conditions except that the content of the two tests is interchanged to make sure that the content of the two tests has no significant effect on the results of the tests.

The results confirm Bhatia's hypothesis that for the two groups of second language learners it is more difficult to process and understand the sentences which have discontinuous constituents than those in which such discontinuities have been removed by syntactic organization. Using these results, Bhatia then makes interesting insights into the strategies employed by participants. "Defective" strategies, as Bhatia calls them, might be regarded as a consequence of incorrect and short-range reading of the text which encourages the reader not to look beyond the gap. A number of participants employ what is called unidirectional strategies by looking at either what immediately precedes or follows the gap; i.e. anaphoric or

cataphoric, instead of employing a bi-directional strategy in which a gap can be filled in the context of not only what precedes the gap but also in the context of what follows it. Bhatia tries to give a reason for employing a unidirectional strategy by the participants. He indicates that once the reader is imposed by discontinuous constituents, there will be extra load on the memory while decoding the intervening qualification. The longer is the qualification which intervenes the constituent, the greater will be the stress on short-term memory.

Bhatia's study makes a significant contribution to the field of ESP and teaching English for academic legal purposes. Bhatia's aim is not only to identify a specific feature of a legal text, but he tries to relate the effect of that feature to one of the significant language skills in legal education, namely, the reading skill. His conclusions prove that there is a need for some serious concerns about the inadequate linguistic ability of the majority of law students to understand and express themselves in legal setting.

2.3 Conclusion

Having demonstrated some of the work in the field of legislative discourse, it can be noticed that there are a number of issues that should be considered. Most linguists seem to be interested in the investigation of the instruments of formal legislation; i.e. parliamentary acts and statutory instruments. We can recall Shuy's article (1986) in which he reviews a number of linguists who deal with the legal language in courtrooms, which is a form of primary legislation. We can also refer to Bhatia, who analyzes legislative writing as a genre and focuses particularly on the cognitive structuring underlying the legislative sentences. He has achieved this, as mentioned previously, by exploring the main provisionary clause and the surrounding network of qualifications. Throughout most of his studies in this field, his samples appear to be those of primary legislation. However, in the legislative settings, there are other activities than those mentioned above. These activities are known, as Bhatia refers to them, as "frozen legal documents". These include documents such as contracts, agreements, insurance policies, etc. Thus, it can be said that the term "law" is to be found in a variety of legal situations. In other words, there is not one legal register but a set of related legal registers, each being associated with its typical legal situation. We can refer to the varieties or situations that are included under the category of the general term "legal register" as "legal sub-register". Despite the fact that each of these activities is in some way connected with the imposition of obligation and the conferring of rights (Crystal and Davy, 1969), each has its own characteristics which differ according to the situation in which it is used and thus are covered by the general label 'legal register'.

Most of the legal sub-registers that have been investigated are related to formal legislation. The analyses of these kinds of legal sub-registers raise some points concerning linguistic features in other types of legal sub-registers that have been, to some extent, neglected. In other words, explaining and describing the language of formal legislation allows

lines of investigation in different types of legal sub-registers to pinpoint variations and similarities among them and to establish how they converge and diverge and for what textual purposes or functions. This is the main task of this work that will be investigated in the next chapters.

CHAPTER THREE

Research Methodology

This study aims at investigating sentential and organizational linguistic features in two legal sub-registers. The features identified in each sub-register are then compared to establish variations and similarities.

3.1 Data Selection

In the language of law, different forms of communication can be recognised in various legal settings. According to Bhatia (1983) one should make an initial distinction between the spoken and the written medium and then to distinguish further various sub-registers in terms of the setting in which they occur. The following figure illustrates different types of legal settings in the written medium, which is the main concern of the study:

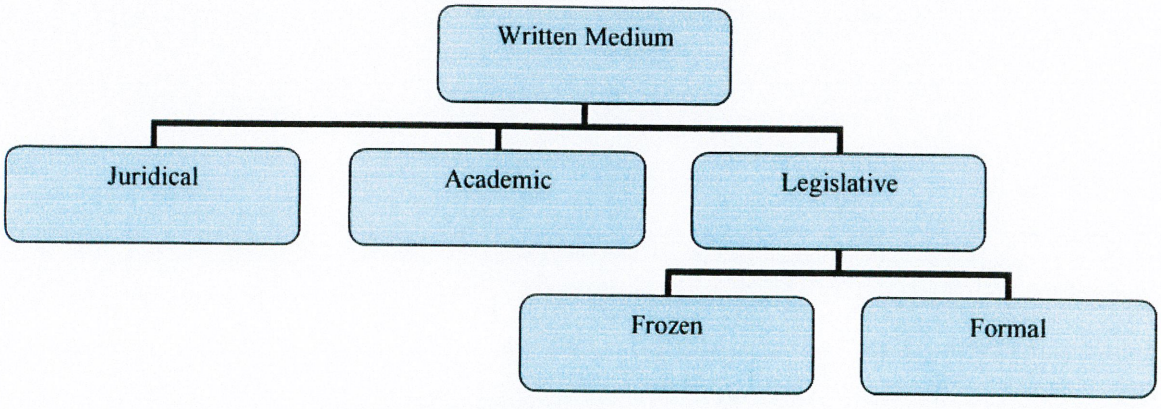


Figure 1
Legal settings in the written medium

The researcher selects the legislative setting in the written medium to be the focus of the study. The legislative setting can be communicated through the following forms of communication:

1. Frozen: e.g. contracts, agreements, insurance policies, etc.
2. Formal: e.g. legislation, rules and regulations, etc.

The corpus of the study consists of two sets of data; each one consists of five texts. The first set is representative of one form of communication, namely, frozen, and the second set is representative of formal communication. Agreements are selected as examples of the first set, and UN resolutions are example of formal communication. These two sub-registers are selected because they are widely emphasized in teaching law at the University of Bahrain through using authentic texts as representative examples.

In order to collect the intended data, the researcher has approached the following organizations:

1. The Ministry of Foreign Affairs to collect UN Security Council Resolutions, and
2. SH. Haya Rashid Al-Khalifa Office for law firm and consultations to collect agreements.

3.2 Model of Analysis

In order to examine the language of such legal sub-registers, the researcher needs to set up tools of investigation which will help to organize the research, conduct the analysis and identify specific linguistic features. The instrument of investigation used for this work is based on investigatory procedures adopted by studies that have been reviewed or are available in the literature: some of the investigation techniques are borrowed from Bhatia's work on legal discourse, while others are based on different pieces of work conducted by other researchers (*cf.* Crystal and Davy, 1969) on legal discourse.

The researcher would like to suggest three components for her investigation instrument. These are illustrated in figure -2-:

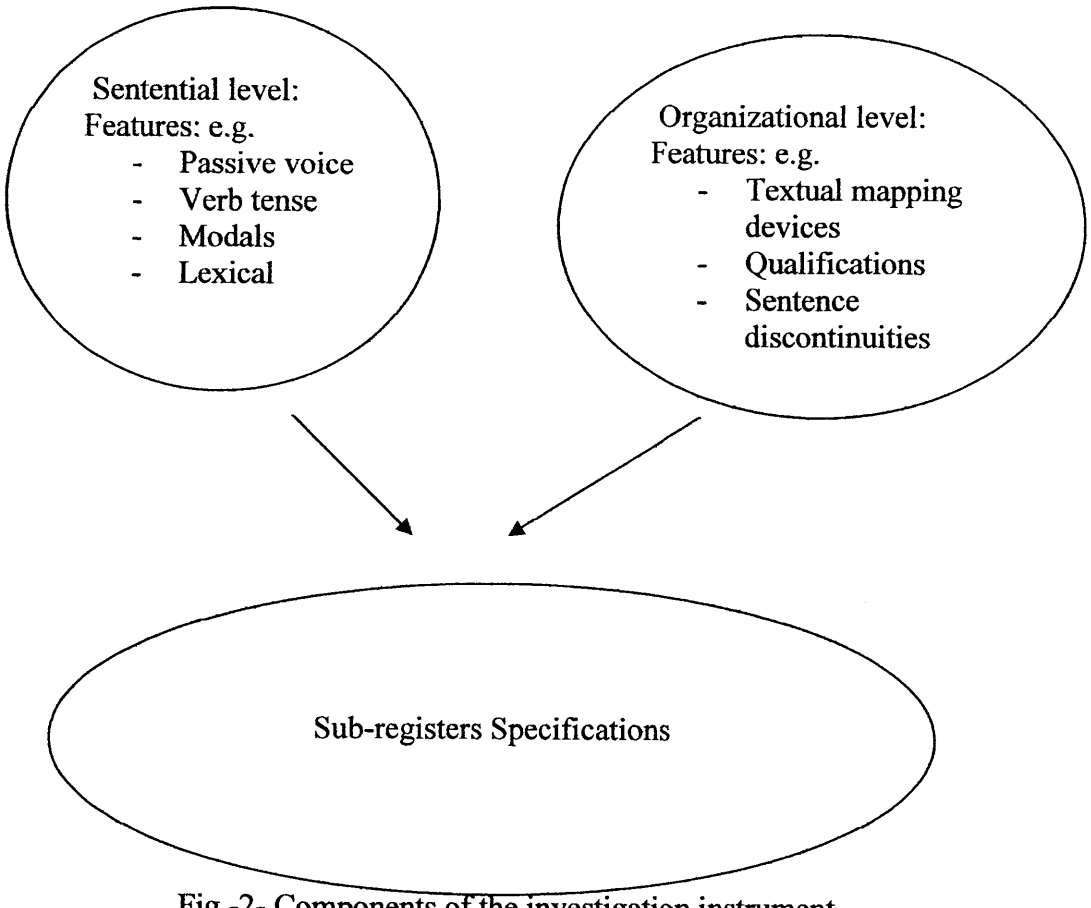


Fig -2- Components of the investigation instrument

Figure -2- shows the elements included under each component. Investigating the use of passive voice, verb-tense and modals falls under the sentential component, whereas investigating the use of textual mapping devices, identifying types of qualifications and sentence discontinuities are part of the organizational component. In order to consider the total situation in which these elements function, a third component needs to be investigated; i.e. the reasons behind using such features in legal sub-registers and which lead to the sub-registers specifications.

3.3 Procedure

1. Each set of data is analysed individually in terms of its distinctive features. The features are presented in tables with their relative values in order to identify and discuss features with high frequency.

2. A cross-text comparison is conducted among features in both sub-registers to identify similarities and differences.

3. Features indicating similarities in both sub-registers are presented in tables with their relative values to compare their frequencies. A statistical test of significance is then applied for each table of comparison to validate the results.

CHAPTER FOUR

Statistical Analysis of Results and Discussion

This chapter is divided into two parts. The first part is further sub-divided into two sections; i.e. agreements and UN Resolutions, in which the sentential and organisational features which are identified in each corpus, by using the tools of investigation, are presented in tables followed by a discussion of each section. Part two establishes a comparison of the distinctive features in the two corpora.

4.1 Agreements

4.1.1 Data Analysis

4.1.1.1 Sentential Features

4.1.1.1.1 Complexity of Sentences

There are two ways of analysing complexity of sentences in agreements: (a) investigating functional clauses and (b) studying the extent of modification.

A. Functional clauses

Investigating sentence complexity at the clause level gives the results summarised in Table - 1- below.

Clause type	Frequency	Percentage
Adjectival clause	107	32.92%
Adverbial clause	144	44.31%
Nominal clause	47	14.46%
Coordinated clause	27	8.31%
TOTAL	**325**	**100%**

Table -1-
Functional Clauses in Agreements

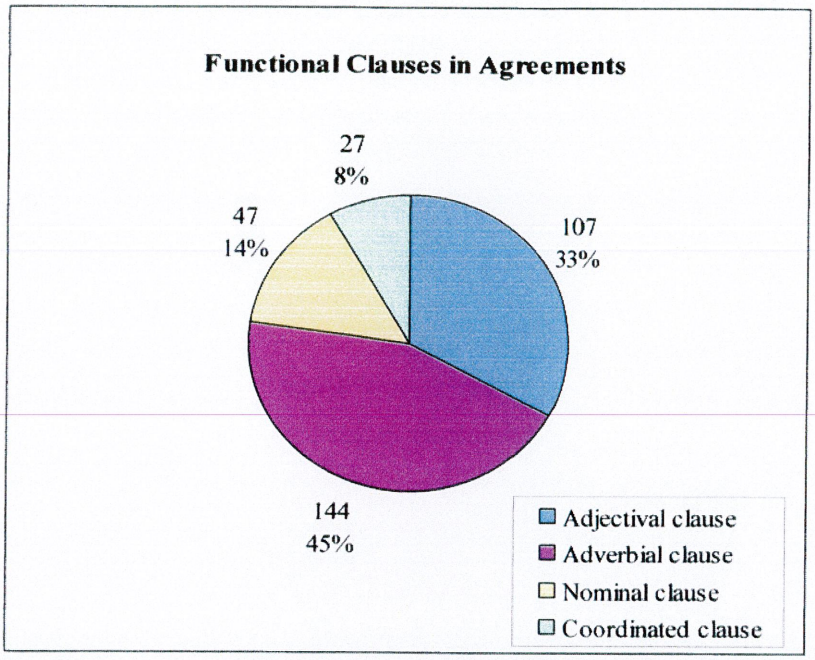


Fig. 3
Functional Clauses in Agreements

Table -1- shows the occurrence of different types of functional clauses in the five agreements. Among the total number of functional clauses (325), the most frequent category is the adverbial clause which represents (44.31%). Another category with a relatively high frequency is the adjectival clause which represents (32.92%). Nominal clauses appear in the five texts with a frequency of (14.46%), while independent main clauses that are linked by coordinators represent (8.31%) only.

1. Adverbial Clauses

Since adverbial clauses appear with the highest frequency as shown in Table -1- this category needs to be further discussed in terms of its semantic role.

Semantic role	Frequency	Percentage
Condition	60	41.66%
Temporal	18	12.5%
Place	4	2.8%
Purpose	31	21.52%
Manner	22	15.26%
Concession	5	3.46%
Result	4	2.8%
TOTAL	**144**	**100%**

Table -2- Semantic roles of Adverbial Clauses

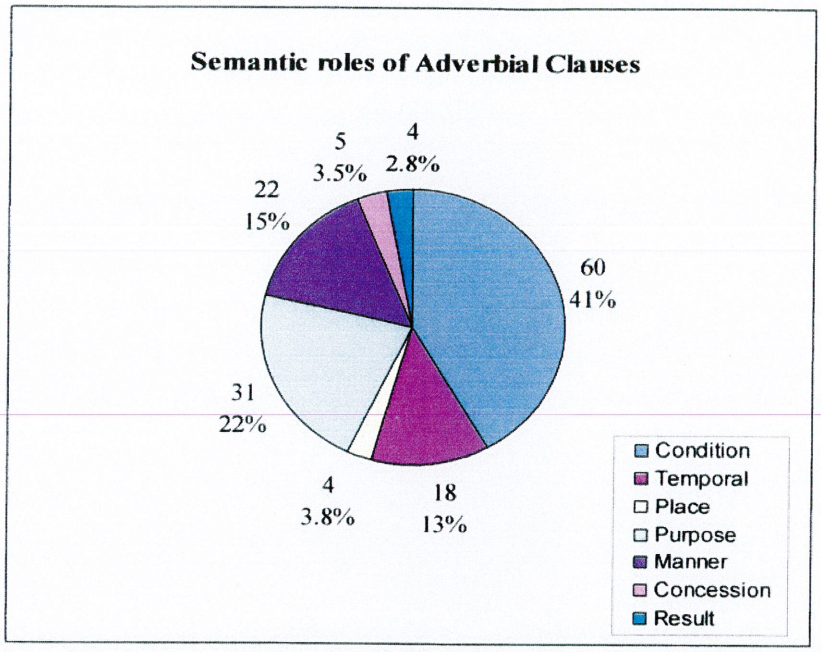


Fig. 4
Semantic Roles of Adverbial Clauses

Table -2- illustrates the different semantic roles of adverbial clauses in the texts under discussion. Among the (144) adverbial clauses, (41.66%) convey the meaning of condition, (21.52%) indicate the fulfilment of a purpose, (15.26%) describe manner and (12.5%) are those which have temporal relationship. The other semantic roles of adverbial clauses which appear less frequently are: adverbial clauses of result (2.8%), place (2.8%) and concession (3.46%).

1.1 Adverbial Clauses of Condition

Since adverbial clauses of condition occur with the highest frequency compared to other types of clauses, they need a more detailed discussion. Table (3-a) – see appendix -1-

The results are summarised in the following table:

Conditional Types	Frequency	percentage
If - clause	31	52%
In the event – clause	14	23%
Unless – clause	12	20%
Provided that – clause	3	5%
Total	**60**	**100%**

Table (3-b)
Conditional Types in Agreements

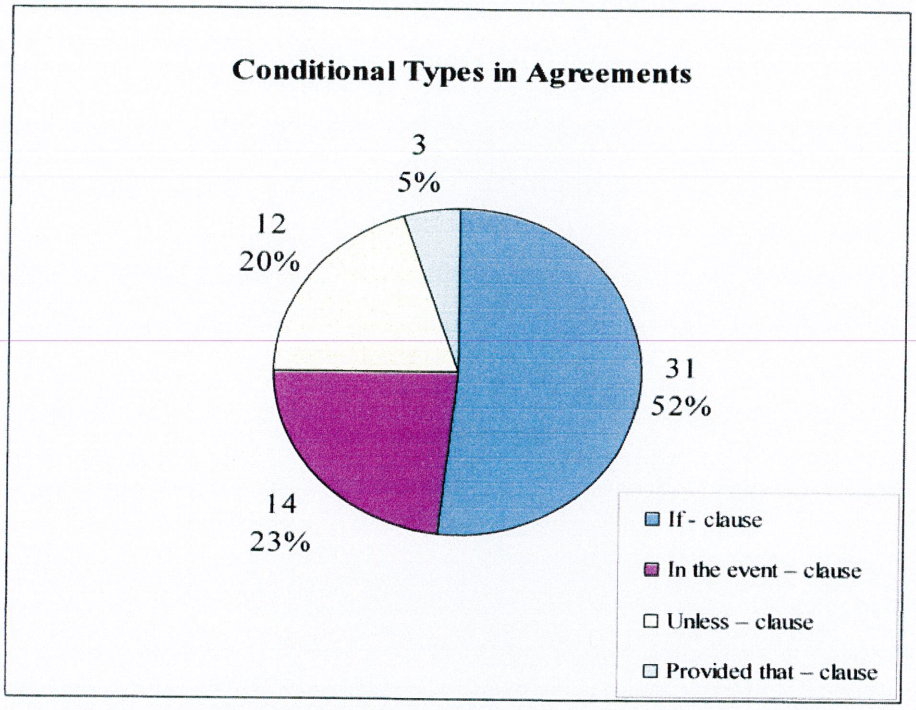


Fig. 5
Conditional Types in Agreements

Table -3- shows the total frequency of clauses which involve different types of conditionals in the five agreements. Among the sixty conditional clauses, (52%) are found to be of the "if – clause" type, (23%) of the "in the event – clause", (20%) of the "unless – clause" type and the remaining (5%) represent the "provided – clause" type.

B. Modification

Another form of complexity in the five agreements is shown through a marked preference for heavily pre- and post modified noun phrases. In general, pre-modification is realized by adjectives, participles (-ing/-ed), nouns or genitives which precede the noun head while post modification is realised by words, phrases or clauses that appear after the head noun (*cf.* Pedersen, 2004).

Types of Pre-modification	Frequency	Percentage
Adjective	224	53.21%
Participle	80	19%
Noun	80	19%
Genitive	37	8.79%
TOTAL	**421**	**100%**

Table (4-a)
Types of Pre-modification in Agreements

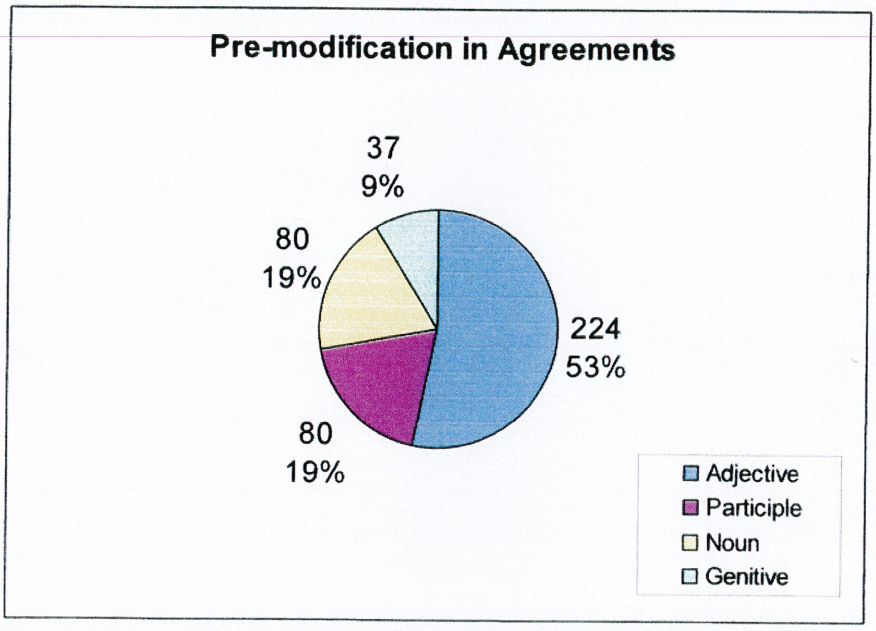


Fig. 6
Types of Modification in Agreements

Table (4-a) shows the types and frequency of Head noun pre-modification in the noun phrases as identified in the five agreements. The total number of pre-modification is (421) and they are realised in four types:

(a) adjectives, which have the highest percentage (53.21%),

(b) participles (-ing/-ed) with a percentage of (19%),

(c) nouns (19%), and

(d) genitives (8.79%).

However, post modification to noun heads are realised in three types as illustrated in the table below:

Types of Post modification	Frequency	Percentage
Prepositional Phrases	230	60.52%
Relative Clauses	32	8.43%
Non-finite clauses	118	31.05%
TOTAL	**380**	**100%**

Table (4-b)
Types of Post modification to Noun Heads in Agreements

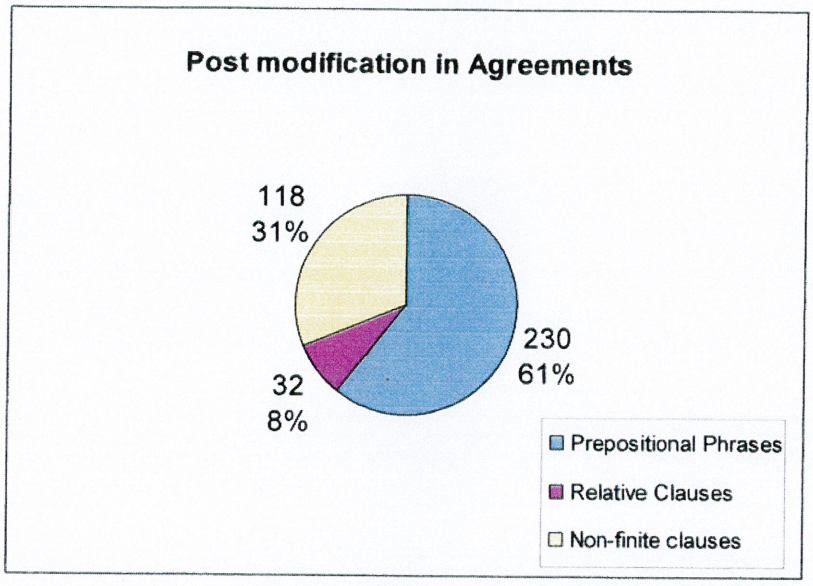


Fig. 7
Types of Post modification to Noun Heads in Agreements

Table(4-b) shows the three types of Head noun post modification in noun phrases:

(a) prepositional phrases, which has the highest percentage (60.52%),

(b) relative clauses (8.43%), and

(c) non-finite clauses (31.05%).

4.1.1.1.2 Verb Phrases (VPs): Modality

Apart from complexity in sentences, modality in VPs is another distinctive sentential feature of agreements.

Modals	Frequency in the Active voice	Frequency in the Passive voice	Total	Percentage
Shall	140	51	191	78.92%
Will	7	5	12	4.95%
May	23	14	37	15.29%
Must	0	1	1	0.42%
Could	0	1	1	0.42%
TOTAL			**242**	**100%**

Table -5-
Modality in Agreements

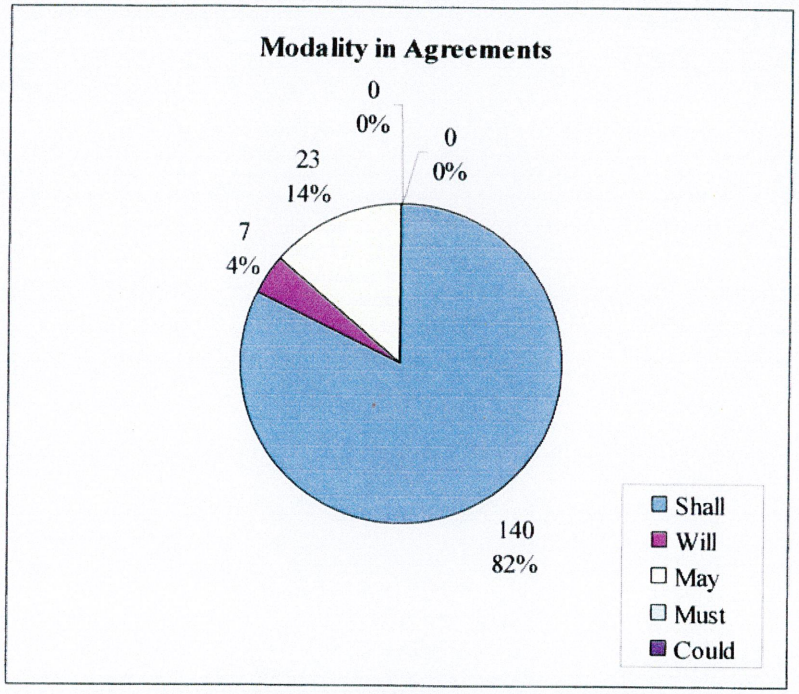


Fig. 8
Modality in Agreements

Table -5- shows another distinctive linguistic feature of agreements. The use of modal auxiliaries is obviously notable with high frequency. The modal auxiliaries that appear in the five agreements are: SHALL, WILL, MAY, MUST and COULD (see appendix -2-) with the modal auxiliary SHALL being the highest in occurrences (78.92%) and MUST and COULD

the lowest in frequency. MAY represents (15.29%) of the modal auxiliaries while WILL represents (4.95%).

4.1.1.2 Organisational Features

A. Qualifications

An organisational feature that plays an important role in the legal register in general is illustrated in table (6-a) see appendix -3-

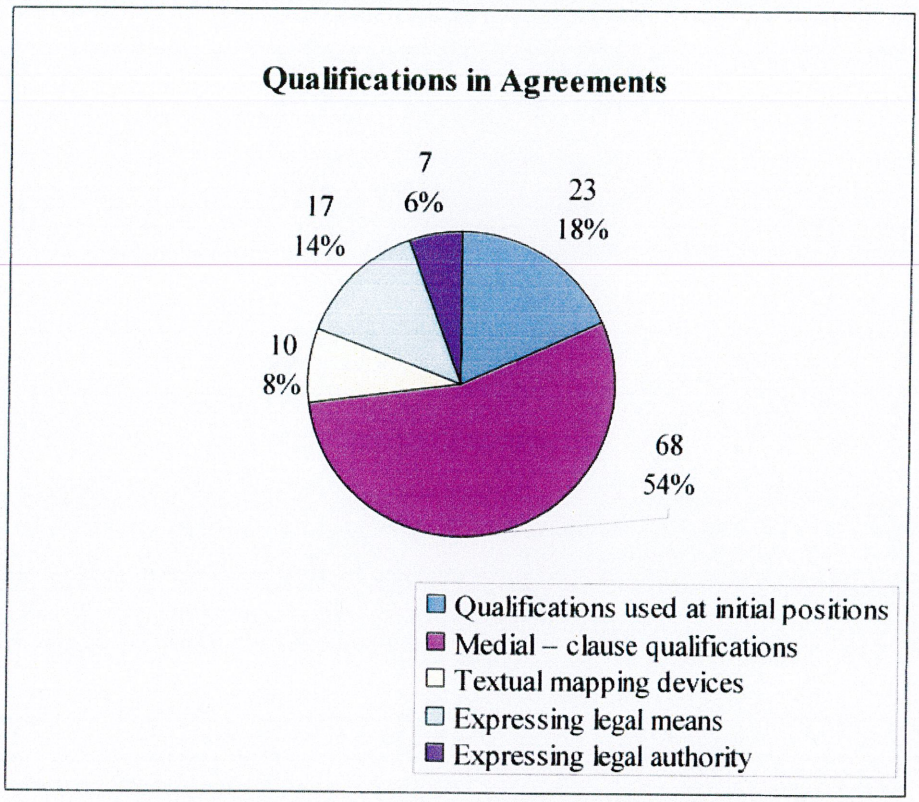
The results are summarised in the following table:

Qualificational insertions	**Frequency**	**percentage**
Qualifications used in initial positions	23	18%
Medial – clause qualifications	68	54%
Textual mapping devices	10	8%
Expressing legal means	17	14%
Expressing legal authority	7	6%
Total	**125**	**100%**

Table (6-b)
Qualifications in Agreements

Table (6-a) shows the different types of qualifications that can be classified according to the function they fulfil. By referring to table (6-b), it can be said that among (125) types of qualifications, there are (18%) qualifications which are used in initial position for the purpose of clarification, (54%) are identified as medial – clause qualifications, (8%) which function as textual mapping devices, (14%) which express legal means (for a discussion of these, see sec. 4.1.2.2) and (6%) express legal authority.

Fig. 9
Qualifications in Agreements



4.1.2 Discussion

As it appears in the five agreements (appendix 4), the macro structure is, to some extent, simple and basic. In other words, any agreement begins with an introduction followed by sections/articles. The introduction may consist of two or three sentences maximum in which full information about the parties involved is provided, while the articles following the introduction illustrate the rights and obligations of each party. Each article/section consists of few but rather lengthy and complex sentences.

4.1.2.1 Sentential Features

4.1.2.1.1 Complexity of sentences

A. Functional Clauses

The complexity of sentences can be identified through a chain of different types of clauses that build up a "complex sentence". There are two major devices for linking clauses within the same sentence; i.e. coordination and subordination (Quirk et al., 1985).

However, the concern of the analysis in this study is not only about distinguishing coordinated from subordinated clauses, but it goes further beyond that to identify the different functional classes of subordinate clauses. The analysis examines several major categories of subordinate clauses on the basis of their grammatical functions. Thus, categories of such clauses can be: Nominal, Adverbial or Adjectival, depending on the syntactic function of the subordinate clause in the structure of the main clause. In addition, subordinate clauses are classified in terms of their semantic roles.

1. Adverbial Clauses of Condition

As mentioned in Table -1- Adverbial clauses are the most frequent compared to Adjectival, Nominal and coordinated main clauses. When those Adverbial clauses are examined more closely, it is found that clauses which have the semantic role of expressing condition represent the highest frequency. Thus, one of the important features that distinguish

such sub-register is the use of conditional clauses. The high frequency of using such a linguistic device could be to ascribed to the conditions under which the agreement has been signed, and hence binding the signatories to legal terms.

An agreement is defined as "The consent of two or more persons concurring, respecting the transmission of some property, right or benefit, with a view of contracting an obligation" (Dictionary.laorlawtalk.com). It can also be defined as "the statement (oral or written) of an exchange of promises with the intent that the agreement be enforceable at law" (Lee, Hall and Hurley, 1999). To be enforceable, an agreement must have a) competent parties; b) legal subject matter; c) legal consideration; d) mutuality of agreement; and e) mutuality of obligation (ibid).

Since any agreement involves legal obligations for both parties, this means that there is interrelatedness between the rights, what one is entitled to, and the duties, what one must do. As a result of this relationship, there might appear some conditions that must be fulfilled before they can have full effect. For this reason, one can justify the high frequency of using conditional clauses. The aim is to establish "condition making", which is achieved by the different types of conditional clauses.

The rules for building conditional sentences in English are fairly complicated, but only those of simple constructions appear in the five agreements with a tendency to use "if – clauses" more frequently. Most conditional clauses in the five agreements have the following form:

If X, then Y shall do Z

Where "X" is considered to be the description of the situation, "Y" is the party who is either given a right/duty to do, or as Bhatia (1993) refers to as "the legal subject matter" and "Z" is the legal action. It can also be noticed that the action, which is in the conditional clause, remains in the present simple tense and the result clause involves "shall", or to a lesser extent

the modal auxiliary "may". The use of this form indicates that the action is binding or that the action in the "if – clause" is probable. This is an essential element to explain certain conditions that may arise out of rights or duties that one is bound to have or perform.

However, there appear some rare cases with the following form:

*If ____ **shall** do X, then Y **shall** do Z.*

In this form both the action in the conditional clause and the result clause involve the modal auxiliary "shall". Normally, these auxiliaries are not used in the conditional clause. There are, however, certain exceptions. This may indicate that the action, though possible, is not very likely (Martinet and Thomson, 1986). Examples of these cases are illustrated below:

*1- If any differences **shall** arise between or among the partners as to their rights or liabilities under this agreement, the difference **shall** be determined and the instrument shall be settled by.....*

*2- Lessee **shall** be in default under this lease if lessee **shall**:*
1. Fail to pay any rent,
2. Fail to perform or observe according to its terms any covenant contained in this lease,
3. Become insolvent,
4. Commit or fail to commit any act that result in .....

*3- In the event any partner **shall** desire to retire from the partnership, the partner **shall** give ___ months' notice in writing to the other partners.*

2. Adjectival Clauses

Since other types of functional clauses are identified in agreements with relatively high frequency such as adjectival clauses, they are worth mentioning with some examples (*cf.* further discussion of this point p/ 47-48). They represent (32.92%) of the total number of functional clauses (325). Most adjectival clauses are finite relative clauses or reduced non-finite relative clauses. Their function is to add a further specification of something that is already presented. In other words, they give elaboration to the meaning expressed in order to make the legislative text as precise and clear as possible:

1-...the goods remain the sole property of the partner ***who shall have obligated himself or herself.*** (Text 4 – Agreements)

2- Warehouseman may refuse to accept goods tendered for storage or other services ***that do not conform to the description contained in this agreement.*** (Text 3 – Agreements)

3- All losses ***incurred*** *shall be paid out of the capital of the partnership or the profits arising from the partnership business...*(Text 4 – Agreements)

4- The parties agree that the sum of the amount ***required by subsections (1) and (2)*** *will equal the total amount payable to lessor in the event of "loss or damage."* (Text 4 – Agreements)

5- the Recipient shall return to Provider all written Information ***which has been provided to the Recipient*** *and shall destroy (or, at the option of Provider, return to Provider) all hard and soft copies,* (Text 2 –Agreements).

In all the examples above the relative clauses are restrictive (defining), however, there are other examples of relative clauses which are non-restrictive:

1- No defect regardless the cause or consequence shall relieve lessee from performance under this lease, ***including rental payments.*** (Text 1 – Agreements).

2- Special services, ***including but not limited to the following****, shall be provided by warehouseman to depositor subject to additional charge:* (Text 3 – Agreements)

3- Communication services, **including postage, teletype, telegram, or telephone,** if the services concern more than normal inventory reporting or if, at the request of depositor, communications are made by other than regular United States mail. (Text 3 – Agreements)

3. Nominal Clauses

Another type of functional clauses is nominal clauses which represent (14.46%). The occurrence of such clauses is due to the use of a number of verbs which require complements.

On the one hand, some verbs such as *refuse, undertake, desire, etc...* require to-infinitive complementation. Downing and Locke (2002) analyse such clauses as embedded at Direct Object on the basis of the following criteria:

(i) The to-infinitive clause can be replaced by a NG or simply (it).

(ii) The to-infinitive clause can be made the focus of a WH-cleft sentence.

To examine this, some examples are illustrated below:

*1- Warehouseman may **refuse to accept** goods tendered for storage or other services that do not conform to the description contained in this agreement.* (Text 3 – Agreements)

The clause "to accept" can be replaced by (it) or a NG as the following:

*Warehouseman may **refuse it.***
OR *Warehouseman may **refuse the acceptance of goods tendered...***

In addition, it can be made the focus of a WH-cleft as the following:

*What warehouseman may refuse is **to accept goods tendered for storage...***

Other extracts representing to-infinitive complementation are illustrated below:

*2- In the event any partner shall **desire to retire** from the partnership, the partner shall give _____ months' notice in writing to the other partners.* (Text 4 – Agreements)

*3- Indemnitor **undertakes to indemnify** indemnitee from any and all liability, loss, or damage indemnitee may suffer as a result of claims, demands, costs, or judgments against indemnitee..* (Text 5 – Agreements)

On the other hand, some verbs such as *certify, acknowledge, declare, notify, etc..*

require nominal that-clauses that function as Direct Object. For example:

*1- In the event that warehouseman, in good faith, **believes that goods are about to deteriorate or decline in value to less than the amount of warehouseman's lien before the end of the next succeeding storage month,*** (Text 3 – Agreements)

*2- DEPOSITOR **DECLARES THAT DAMAGES ARE LIMITED TO _____ DOLLARS ($____).*** (Text 3 – Agreements)

*3- .. or the last known holder of a negotiable warehouse receipt **is notified that loss or injury to all or any part of goods has occurred**, whichever time is shorter.* (Text 3 – Agreements)

*4- the other active partners shall **decide that the change is for any reason in the best interests of the partnership,*** (Text 4 – Agreements)

4. Coordinated Clauses

Coordinated clauses are also one of the types of functional clauses identified in agreements that add to the complexity of sentences. They represent a low percentage (8.3%) in which the coordinator "and" is the only one that is used to link clauses [(1)]. What determines the relationship between the conjoined clauses is the meaning that needs to be conveyed.

The relationships that are identified between the conjoined clauses in the five agreements are either of pure addition or of sequence. An example of the first type is the following:

> *1- Any security deposit made pursuant to this lease may be applied by lessor to cure any default by lessee of any indebtedness to lessor* ***and*** *lessee shall promptly restore the security deposit to the full original amount.* (Text 1 –Agreements)

To illustrate the other type of meaning, i.e. of sequence, that the coordinator "and" conveys, an example is extracted from one of the agreements in which the adverbial (then) is added by the researcher to clarify this point.

> *1- ...the difference shall be determined* ***and (then)*** *the instrument shall be settled by _____[name of arbitrator], acting as arbitrator,* ***and (then)*** *the decision shall be final as to the contents and interpretations of the instrument and as to the proper mode of carrying the provision into effect.* (Text 3 –Agreements)

B. Modification

Another form of complexity is shown in the five agreements through a marked preference for heavily pre- and post modified noun phrases. The high occurrence of pre- and post modification in such sub-register is due to the fact that it is highly nominal and most of the nouns used are derived from another word class. This phenomenon is known as nominalization. It is considered to be a syntactic device that can have the effect of de-emphasizing or obscuring the identity of the actor (Tiersma, 1999). Tiersma also claims that "a more legitimate reason for nominalizations is that by allowing the actor to be omitted, they

enable legal drafters to cover the possibility of anyone doing a specified act. This permits law to be stated as broadly as possible".

It seems that the reason for using nominalization in agreements conforms, to some extent, to the reason indicated by Tiersma. However, one should also explain that de-emphasizing the identity of the actor in agreements could be due to the reason that the actor may not be as important to be mentioned and emphasized as the name of the action.

Although Tiersma's statement implies that the use of nominalization results in making the text imprecise, it can be noticed that NPs are defined precisely by the extensive use of pre- and post modifications in the five agreements. Noun heads are rarely used without modification in NPs. The purpose behind the employment of such feature could be to achieve precision and hence make up for the deficiency resulting from using nominalization. Despite being optional in ordinary English, pre- and post modifications of noun heads are essential in this sub-register in order to add clarity and precision to the text. One can identify different phrases and clauses in the five agreements acting as post modifiers:

(1) prepositional phrases, as in the following example, *The name **of the partnership** shall be....*

(2) Adjectival (relative clauses) : these are of two types:

(a) Finite (full) clauses: e.g., *.. the sole property of the partner **who shall have obligated himself or herself.***

(b) Non-finite (reduced) clauses: e.g., *..or other services that do not conform to the description **contained in this agreement.***

Prepositional phrases acting as post modifiers are by far the commonest class and, more specifically, the preposition ***of*** is, by far, the commonest preposition of all. In the researcher's view, there is a need to use modification that characterizes an entity in terms of an attendant circumstance and this can be best achieved by the employment of prepositional phrases.

Reduced (non-finite) clauses acting as post modifiers to noun heads are also, to some extent, common in this legal sub-register. They are of two types: (a) –ing clauses and (b) –ed clauses.

(a) The attributive value of –ing clauses is similar to that of full relative clauses:

The following minimum insurances will be maintained against personal injury ***including*** *death and property damage...*

The sentence above taken from one of the agreements can be paraphrased by using a non-restrictive relative clause:

The following minimum insurances will be maintained against personal injury, ***which includes*** *death and property damage...*

(b) Non-finite -ed clauses are similar to those –ing clauses except cases where they can show contrast in aspect but not in tense. They either focus on the process affecting the noun or on the state resulting from the process. For example:

Lessee certifies that the application, statements, trade reference and financial reports submitted by lessee to lessor are material ..... (Process).

On the other hand, pre-modifiers are identified as

(a) adjectives, e.g., ***additional*** *charge, a* ***negotiable*** *warehouse receipt, obtain a* ***protective*** *order, ..****confidential*** *treatment, etc..*

(b) participles, e.g., *a timely* ***written*** *claim, the prior* ***written*** *permission, the next* ***succeeding*** *year, etc...*

(c) nouns ,e.g., *any* ***warehouse receipt****.., all* ***storage charges****.., communication* ***services****.., ..the* ***rent payment****.., any* ***security deposit****.., etc...*

(d) and genitives, e.g., *..shall contain the* ***insurer's*** *agreement to give.., ..without* ***lessor's*** *prior written consent, etc...*

The complexity of pre- and post- modification of different types in agreements are illustrated in the following examples in which rank shifting (*cf.* McGregor, 1991, Quirk et al., 1985, Sinclair 1972) contributes to the heavily embedded structure of noun phrases: (words in bold are pre-modifiers).

1) The rent (Text 4 – Agreements)

of the buildings

where the partnership business shall be carried on, and the cost

of repairs and alterations,

all rates, taxes, payments

for insurance and other expenses in respect to the buildings

used by the partnership and the wages

for all persons

employed by the partnership are all to become payable on the account

of the partnership.

2)Books (Text 4 – Agreements)

of account shall be maintained by the partners and **proper** entries

made in the books

of all sales, purchases, receipts, payments, transactions and property

of the partnership.

3)Instructions (Text 3 – Agreements)

by depositor to warehouseman to transfer goods

of warehouseman are not affective until delivered to and accepted by ware houseman.

4)Warehouseman may refuse to accept goods (Text 3 – Agreements)

tendered for storage or other services

that do not conform to the description

contained in this agreement.

5)No partner shall compound, release or discharge any debt (Text 4 – Agreements)

that shall be due or owing to the partnership, without

receiving the **full** amount

of the debt, unless that partner obtains the **prior written** consent

of the other partner to the discharge

of the indebtness.

6)Services (Text 4 – Agreements)

of all notices

under this agreement shall be sent by United States **registered** or **certified**

mail to the party

involved at its **respective** address

set forth above or to such other address as the parties may

hereafter substitute by **written** notice.

7)If any **rental** instalment is not paid within .... days (Text 1 – Agreements)

after its due date, lessee shall pay to

lessor a service charge together with any

expenses

incurred in collecting the **late** payment.

8)The obligations (Text 2 – Agreements)

of this agreement with respect to the disclosure

of **confidential** information shall survive for a period

of five calendar years

from the date

of this agreement or for as long as the provider or the recipient are commercially using the **confidential** information.

This analysis indicates that there are several levels of embedding in which a noun phrase might operate within another one, which makes it a distinctive feature of this type of sub-register.

4.1.2.1.2 VPs: Modality

Modality represents a significant feature that can be distinctive in agreements. With reference to table -5- there are (242) modal auxiliaries in which SHALL is the highest in frequency. In order to reach an explanation for the use of this feature, it is important to understand the semantic role it plays in this sub-register. Coates (1983) refers to the relationship between the modal forms and their meanings in a one - to - one relationship which ignores factors influencing choice among different modals. It would, therefore, be helpful to indicate all possible meanings of each modal and then try to associate them with the ones that correspond to this legal sub-register.

In her figure of the network of modal meanings, Coates (1983) reveals that SHALL is shown as corresponding to three meanings; i.e. prediction, volition and strong obligation. By referring to appendix -1- it appears that SHALL is used in the five agreements as imperious,

direct and subjective and these are qualities of expressing obligation. Thus, it can be said that the meaning could be associated with that of obligation. The sense of obligation can also be inferred from the lexical verbs which follow the modal SHALL; for example, 'shall provide', 'shall inform', 'shall notify', 'shall perform', 'shall be entitled to', etc... However, by looking at other examples of SHALL, we find that it is not restricted to commanding. For example in: ... *shall be delivered or transferred....* SHALL can be paraphrased by MUST, but in other examples, it can also make declarations as in: *Partners shall be classified as active partners, advisory partners or estate partners*. Obviously, examples of this kind are not a command.

In fact, SHALL does more than indicating obligation only. The modal and the verb phrase that follows are part of what is being promised. It also indicates that something is intended to be legally binding. Tiersma (1999) quotes Bowers (1989), on the use of SHALL, who notes that SHALL is generally "used as a kind of totem, to conjure up some flavour of the law". That could be the real reason for its pervasiveness in legal language.

Another modal auxiliary that appears less frequently than SHALL is MAY. In general, MAY is the modal of epistemic possibility, expressing the speaker's lack of confidence in the proposition expressed. Apart from expressing epistemic possibility, MAY is also used to grant permission and to express non-epistemic (root) possibility, but these uses occur only in more formal context (*cf.* arguments in Coates, 1983). It is significant to demonstrate the meaning of the two terms; i.e. Epistemic and Root (non-Epistemic) in order to relate the appropriate meaning to the modal auxiliary MAY as it is used in this context.

Within "Epistemic" the speaker comments on the content of the clause, whereas within "non-Epistemic" the speaker intervenes in the speech event. "Epistemic" refers to knowledge, and more specifically, the lack of knowledge that is characteristic of this kind of modality. Within non-Epistemic modality, the term 'deontic' is used to refer to obligation and

permission. Since agreements involve the making of rules and regulations among parties, it seems that the non-Epistemic meaning is conveyed in this sub-register.

The Root meaning of MAY involves both meanings of Possibility and Permission. Strictly, these two meanings cannot be separated. In other words, there is no dividing line between the two. MAY is understood in terms of Permission, if the context identifies some authority or involves the making of rules and regulations. However, when the constraining factors are not identified with human authority but with external circumstances, then MAY has the meaning of Possibility (*cf.* Coates, 1983).

The meaning of Root MAY can be extended from permission, where there appears the meaning that the first party's authority allows the second party to "X", to possibility, where it is clear that there is an external circumstance which permits the outcome of the situation. Examples of MAY with its root meaning are illustrated below:

1- Lessor ***may*** *assign this lease or grant a subsidiary interest in the equipment in whole or part without notice to lessee, and lessor's assignee or secured party* ***may*** *then assign this lease or the security agreement without notice to lessee.* (Text 1 – Agreements)

2- Any security deposit made pursuant to this lease ***may*** *be applied by lessor to cure any default by lessee of any indebtedness to lessor and lessee shall promptly restore the security deposit to the full original amount.* (Text 1 – Agreements)

3- An active partner ***may*** *voluntarily become an advisory partner,* ***may*** *be required to become one irrespective of age, and shall automatically become one after attaining the age of* _____ *years,* (Text 4 – Agreements)

4- ...or knowingly condone anything by which the partnership property ***may*** *be attached or taken in execution, without the prior written consent of the other partners.* (Text 4 – Agreements)

In example (1) above MAY means that there is a possibility that lessor assign this lease or grant a subsidiary interest in the equipment and meanwhile he is permitted to do that without notice to lessee. Therefore, here the meaning is extended from possibility to permission. The same applies to examples (2) and (4). However, example (3), it is obvious that the meaning is that of possibility.

Other modal auxiliaries like WILL, MUST and COULD, while not frequent enough in terms of the syntactic association measure, are considered to be part of an important feature that is found in this legal sub-register:

- In the event either sub-section 3 or 4 is exercised, there shall be due from lessee, and lessee ***will immediately pay*** *to lessor, the difference between the total amount of rentals to be received from any third person or the purchase price at such sale,* (Text 1 – Agreements)

In the example above, WILL carries the meaning of intention with a sense of obligation. In general, the meanings that can be associated with WILL are willingness, intention, predictability and prediction, each of which is related to the concept of futurity.

Both WILL = 'willingness' and WILL = 'intention' are included under the term "volition". The two meanings can be paraphrased with "I am willing to X" and "I intend to X" respectively.

The third meaning which can be associated with WILL is predictability. Sentences with WILL = 'predictability' almost mean "I (confidently) predict that...." (Coates, 1983).

By referring to examples taken from the five agreements:

> *1- The parties agree that the sum of the amount required by subsections (1) and (2)* ***will equal*** *the total amount payable to lessor in the event of "loss or damage."* (Text 1 – Agreements)
>
> *2- The following minimum insurances* ***will be maintained*** *against personal injury including death and property damage for (a) stationary or moveable equipment* _____ *Dollars ($_____)...* (Text 1 – Agreements)
>
> *3- ... the "Information" shall be kept confidential by the Recipient, it* ***will not be used*** *by the Recipient in any way detrimental to the project and* ***will not be used*** *otherwise than in connection with the evaluation.* (Text 2 – Agreements)
>
> *4- The Recipient* ***will guarantee*** *to the Provider that it* ***will not*** *under any circumstances whether during the currency of its duties for which he was required to sign this Agreement.., approach any and all third parties involved...* (Text 2 – Agreements),

one can notice that WILL is used in the sentences with the meaning of intention to do something or have something done. However, there is also a sense of obligation that can be inferred from the use of WILL in the declarative sentences above. This rare use of WILL can

be compared with the modal auxiliary MUST. According to Coates (1983), WILL in this case is stronger in pragmatic terms than MUST: "By using MUST, the speaker weakens his commitment to the factuality of the proposition expressed". Coates' quotation may explain the reason why MUST is used with lesser occurrence compared to other modal auxiliaries expressing obligation and command.

The modal auxiliary MUST appears only once in the five texts:

> - *Claims by depositor and all other persons* ***must be presented*** *in writing to warehouseman within a reasonable time..... (Text 3 – Agreements)*

It is obvious that the meaning that MUST conveys in this case is that of obligation / necessity (Root meaning). Coates (ibid) claims that the use of the passive with the modal auxiliary MUST weakens its sense of obligation because there is no agent whom the speaker is trying to influence. However, in the example identified above, MUST retains its strong sense of obligation by mentioning the agent *'depositor and all other persons'* which foreheads the verb phrase (VP). This is done deliberately to lay emphasis on who presents the *'claims'*.

Another modal auxiliary which also appears once in the five agreements is COULD:

- *AND WAREHOUSEMAN IS NOT LIABLE FOR DAMAGES THAT* ***COULD NOT HAVE BEEN AVOIDED*** *BY THE EXERCISE OF SUCH CARE.* (Text 3 – Agreements)

COULD in this example is used as a hypothetical form to express Root Possibility. Coates indicates that hypothetical COULD is frequently identified in the construction:

COULD + HAVE + EN

Its meaning is parallel to "it would have been possible for ... but ... not".

i) Modal + Passive

In some instances, the modal auxiliaries are used in the passive voice with a lower frequency than the active voice. The total number of the modals is (242), of which 72 are in the passive, representing approximately (30%). Yet, the occurrences of modal auxiliaries in the passive voice represent a significant point for discussion.

Passives do not seem to be very common in agreements, where it is important to specify as precisely as possible who can or could do what, and hence need to emphasize the actor. Although it is claimed that the passive is often used in the legal register (*cf.* Tiersma, 1999), it can be said depending on the analysis of the data in this work that this depends on the type of the legal sub-register. For instance, we find in the five agreements that most modal auxiliaries that are utilized when illustrating rights and duties of the parties are in the active voice, where there is a need for precision. However, the passive is used on occasions like demonstrating cases of disputes, arbitrations and claims:

*1- **Claims** by depositor and all other persons **must be presented** in writing to warehouseman within a reasonable time.....* (Text 3 – Agreements)

*2- When goods have not been delivered, **notice may be given** of known loss or injury to goods by mailing.....*(Text 3 – Agreements)

Another use for the passive with the modal auxiliaries in this sub-register is when the agreement deals with the choice of law to govern the agreement. The use of passive in such a situation makes sense because of uncertainty at the time of making the agreement as to who will be doing the interpreting.

4.1.2.2 Organisational Features

A. Qualifications

An organisational feature that may add to the complexity of sentences is the use of qualificational insertions. Although these may form complex sentences, they serve legal function in this sub-register. These qualifications, as illustrated in table (6-a), are meant to answer legal questions that can be asked in the context. For example:

*- **Indemnitee agrees to notify indemnitor**, in writing(1), within _____ days(2), by registered or certified mail(3), at indemnitor's address as stated in this agreement(4), **of any claim made against indemnitee on the obligations indemnified against.*** (Text 5 – Agreements)

Without having the qualificatonal insertions (1), (2), (3), and (4) in the sentence typed in bold above, some questions might be raised by either or both parties concerning the situation:

-how should the Indemnitee notify the Indemnitor?

-what is the valid method to deliver this notification and to which address shall it be delivered? and

- what is the valid period for this notification?

To avoid all possible questions in this regard, qualifications are inserted in this sentence.

In addition to their role of answering questions, qualificational insertions may offer clarifications about various issues regarding the main agreement for the purpose of making the legislative text precise, clear and unambiguous:

- *If, in the absence of a protective order(1),* ***the Recipient or any of its Representatives are,*** *in the written opinion of the Recipient's counsel addressed to the Provider(2),* ***compelled as a matter of law to disclose the Information, the Recipient may disclose...,*** (Text 2 – Agreements)

Another example which illustrates the point of clarification by the employment of qualification insertion is:

- ***Such information shall not*** *without the prior approval of a senior member of the Provider Executive Management* ***be taken out of the Provider premises.*** (Text 2 – Agreements)

In this example, it appears that there is a condition that needs to be clarified. Thus, qualificational insertion that forms a discontinuous verb group is essential for that purpose.

1. Types of Qualification

Qualifications can be classified according to: (a) position and (b) the meaning they express.

(a) Qualifications of Position

1. Medial-clause Qualification

There is a large variety of qualificational insertions. Those which are put to interrupt the normal sequence of elements of a particular syntactic constituent are the ones which

appear with the highest frequency in the five agreements. The occurrence of such qualifications is (68) out of (125) different types of qualifications. Although this creates a kind of syntactic discontinuity in the legislative sentence, the main clause becomes more clear and precise:

- depositor shall notify the carrier of goods, ***in writing prior to the shipment, with a copy of the notice sent to warehouseman,*** *that warehouseman is a warehouseman and has no beneficial title or interest in goods.*

2. Noun Phrase + Qualificational insertion + Verb Phrase

The view concerning syntactic discontinuity shows an agreement with Bhatia's claim (1983) that qualifications are inserted right next to the word they qualify even at the cost of making their legislative sentence inelegant. They can be realized in the following form:

Noun phrase(NP) + qualificatinal insertion + verb phrase(VP)

These are identified in table (6-a) (appendix 3) in italics:

-An active partner(NP), ***after attaining the age of _____ years, or prior to that age if the _____[executive committee or as the case may be] with the approval of _____[two-thirds or as the case may be] of all the other active partners determines that the reason for the change in status is bad health,*** *may become(VP) an advisory partner at the end of any calendar month on giving _____[number] calendar months' prior notice in writing of the partner's intention to do so.*

3. Discontinuous Verb Phrase

In general, verb phrases are known to be the most frequent constituents which are rendered discontinuous by qualificational insertions in legislative writing (*cf.* ibid). By referring to table (6-a) (appendix 3) they are indicated in bold to distinguish them from other types of discontinuous qualificational insertions:

-..shall not, ***without the prior approval of a senior member of the Provider Executive Management,*** *be taken out of...*

(b) Qualifications expressing meaning

1. Qualifications Expressing Temporal Relation

There are some qualificational insertions that have dual function; they may offer clarification, meanwhile they indicate temporal relation:

1- .., during the preceding fiscal year,
2-.., after attaining the age of __ years, or prior to that age if the __ with the approval of __ of all the other active partners determines that the reason for the change in status is bad health,..

Qualifications of this type are underlined in Table (6-a) appendix -3-.

2. Qualifications Expressing Legal Authority

Another type of qualifications which appears in this sub-register refers to legal authority. This kind can be realized by the phrase "in accordance with / according to". By using such qualifications, the main clause is given power by a reference to a specific law.

1- Any controversy or claim arising out of or relating to this lease or its breach shall be settled by arbitration, ***in accordance with the rules of*** _____ ***[specify, such as: the American Arbitration Association],*** (Text 1 – Agreements)

2- Arbitration shall be held in the City of _____, _____ *County,* _____ *[state], and any question of law shall be decided* ***in accordance with the laws of the State of*** _____. (Text 1 – Agreements)

3- This agreement shall be governed by and construed ***in accordance with the Laws of Bahrain.*** (Text 2 – Agreements)

3. Qualifications Expressing Legal Means

Qualifications expressing legal means do not represent a high percentage (14%). Examples of these are:

1- .., in writing,..
2- .., by registered mail,..
3- .., by mailing of a letter by registered mail,..

4. Textual Mapping Devices

Qualifications which function as textual mapping devices are very important in legal texts; however, only few are identified in this sub-register.

1- On lessor's receipt of the payment specified by subsections one and two above,
2- Subject as provided in Paragraph 2 below,
3- .., as provided in Article one.

The reason for the low occurrence of textual mapping devices in agreements could be that agreements, compared to other legal sub-registers such as statutes, do not represent long texts types; thus, the need to reduce the text at a particular point, to postpone some aspects of it, or to refer to the location where particular information can be found is very rare.

4.2 UN Resolutions

4.2.1 Data Analysis

4.2.1.1 Sentential Features

4.2.1.1.1 Complexity of sentences

There are two ways of analysing complexity of sentences in UN Resolutions: (a) functional clauses and (b) modification.

A. Functional Clauses

The total number of clauses in the corpus is (282). The distribution according to clause function is given in Table -7- below and displayed in Fig. (10).

Functional Clauses	Frequency	Percentage
Adverbial clauses	122	43.26%
Adjectival clauses	58	20.56%
Nominal clauses	73	25.89%
Coordinated clauses	29	10.29%
TOTAL	**282**	**100%**

Table -7-
Functional clauses in UN Security Council Resolutions

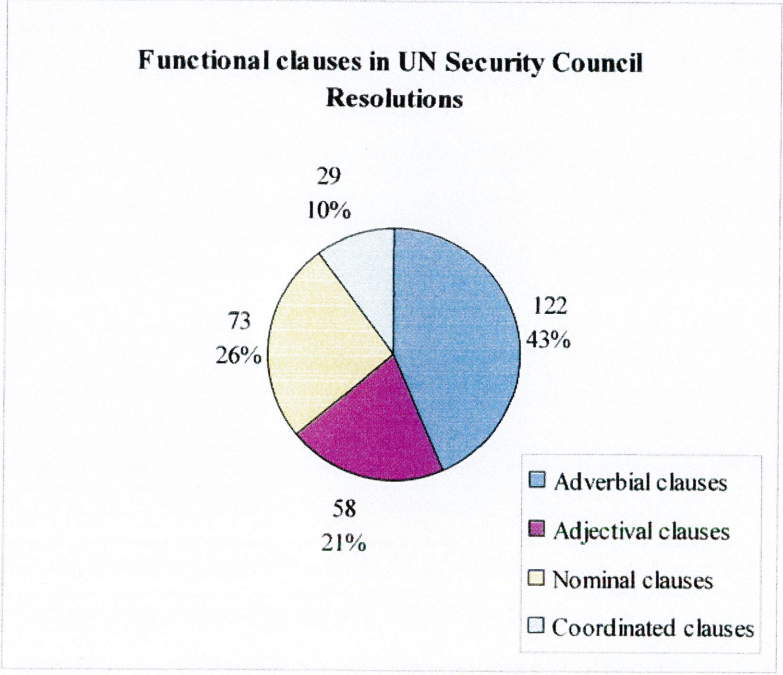


Fig. 10
Functional Clauses in UN Security Council Resolutions

Table -7- shows the different types of functional clauses in the five resolutions. It can be noted that there are three classes of subordinate clauses; adverbial clauses which represent (43.26%), adjectival clauses with a percentage of (20.56%) and nominal clauses which represent (25.89%). There also appears the second type of linking devices; i.e. coordination device with coordinated clauses that represent (10.29%).

1. Adverbial Clauses

Adverbial clauses being the highest in frequency among other types of clauses, whether subordinated or coordinated, need to be investigated in further details.

Semantic Role	Frequency	Percentage
Temporal / Causal	42	34.43%
Condition	2	1.63%
Purpose	47	38.54%
Manner	19	15.57%
Concession	1	0.82%
Means	11	9.01%
TOTAL	**122**	**100%**

Table -8-
Semantic Roles of Adverbial Clauses in UN Security Council Resolutions

Fig. 11

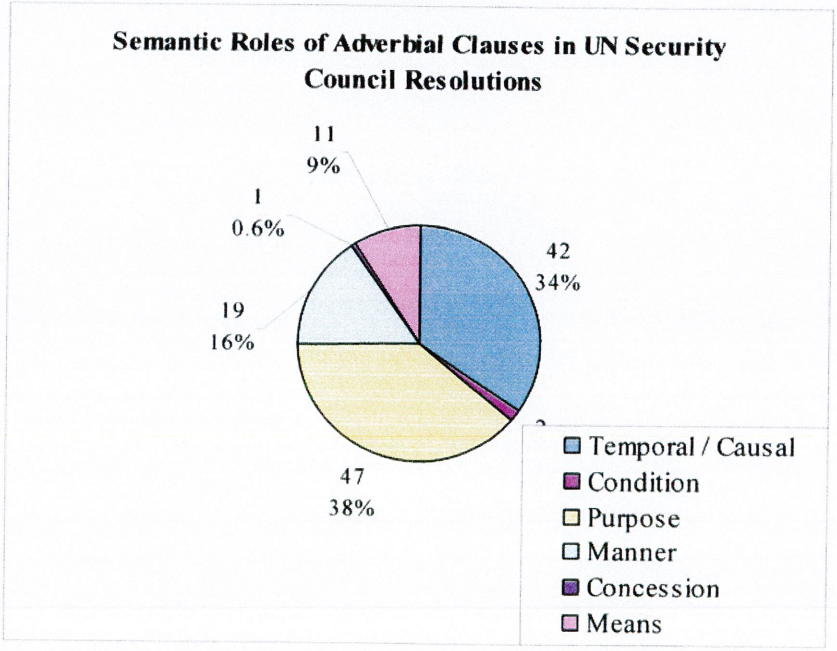


Table -8- illustrates the semantic roles of these adverbial clauses. Among (122) adverbial clauses (38.54%) indicate the fulfilment of a purpose which represent the highest occurrences, (34.43%) are those which have temporal/causal relationship, (15.57%) indicate manner, (9.01%) express adverbial clauses of means, (1.63%) conditional clauses and (0.83%) clauses of concession.

B. Modification

Table (9-a) shows the types and frequency of Head noun pre-modification in the noun phrase identified in the five UN resolutions.

Types of Pre-modification	Frequency	Percentage
Adjective	277	68.22%
Participle	61	15.02%
Noun	48	11.83%
Genitive	20	4.93%
TOTAL	**406**	**100%**

Table (9-a)
Types of pre-modification in UN resolutions

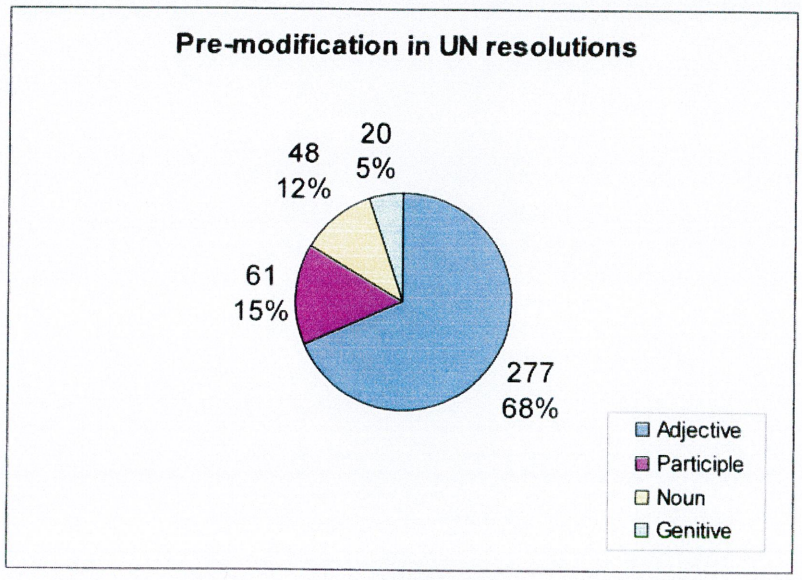


Fig. 12
Types of Modification in UN Resolution

Pre-modification of noun heads is realised in four types:

(a) adjectives, which represent the highest percentage (68.22%),

(b) participles (-ing/-ed) with a percentage of (15.02%),

(c) nouns (11.83%), and

(d) genitives (4.93%).

Table (9-b) below shows the different types of post modification to noun phrases in the five UN resolutions.

Types of Post modification	Frequency	Percentage
Prepositional Phrases	193	64.98%
Relative Clauses	19	6.39%
Non-finite clauses	85	28.63%
TOTAL	**297**	**100%**

Table (9-b)
Post modification in UN resolutions

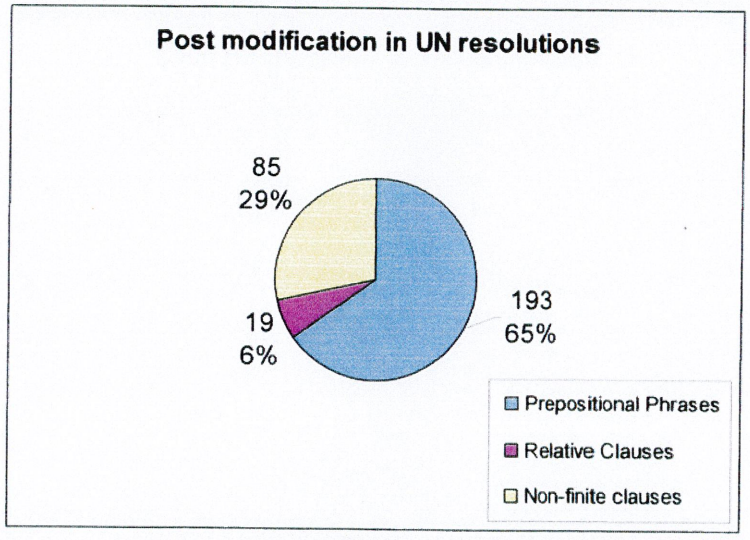


Fig. 13
Post modification in UN resolutions

Post modification of noun heads is realized in three types:

(a) prepositional phrases being the highest in frequency (64.98%),

(b) non-finite clauses (28.63%), and

(c) relative clauses (6.39%).

4.2.1.1.2 Verb Phrases [2] (VPs)

A numerical comparison between finite verb phrases and non-finite verb phrases in the five Resolutions is given in Table -10. (69.13%) of the total number of verb phrases (392) are found to be non-finite verb phrases while (30.87%) are finite verb phrases.

Total # of Verb Phrases 392	Finite verb phrases	Non-finite verb phrases
	121	271
Percentage	30.87%	69.13%

Table -10-
Comparison between Finite verb phrases and non-finite verb phrases

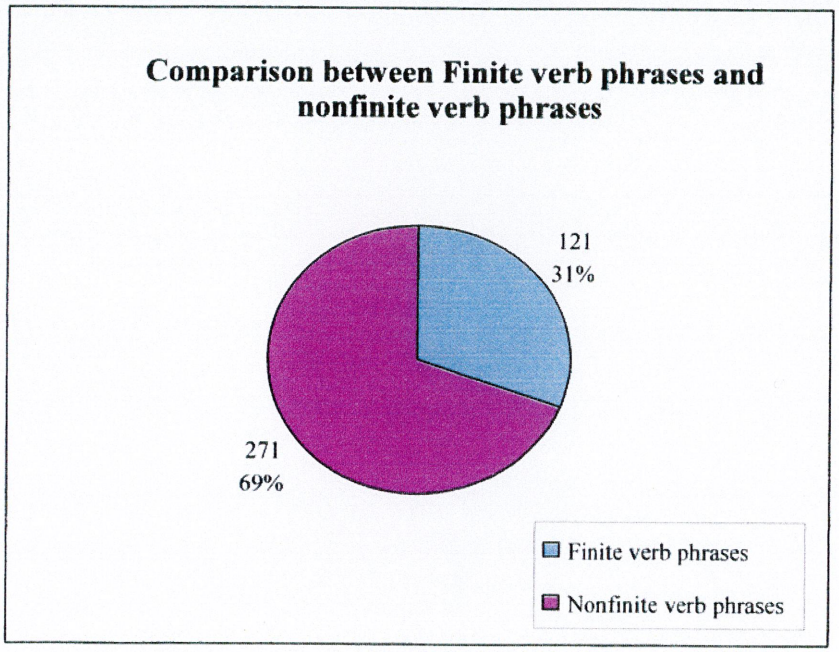


Fig. 14
Finite vs. Non-finite Phrases in UN Resolutions

Non-finite VPs are further investigated in Table -11- below.

To- infinitive	Participle - ing	Participle – ed	Total
127	114	30	**271**
46.87%	42.06%	11.07%	**100%**

Table -11-
Non- finite Verb phrases in UN Security Council Resolutions

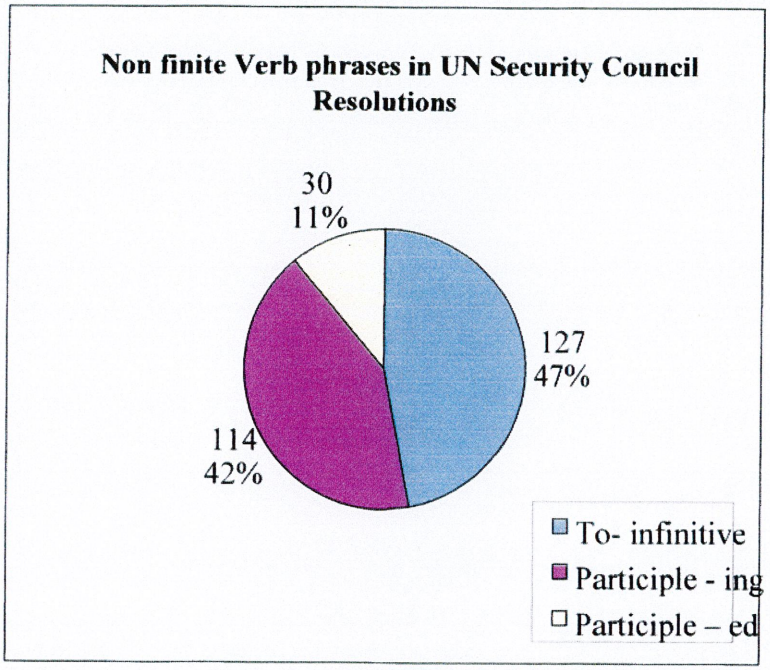


Fig. 15
Non-finite VPs in UN Resolutions

Table -11- shows that the total number of non-finite verb phrases is (271) in which the majority are those of (to-infinitive) verb phrases with a percentage of (46.87%). Another type of non-finite verb phrases is the (ing- Participle) which appears in the five texts with a percentage of (42.06%). The minority of the non-finite verb phrases are used as (ed-Participle) with a percentage of (11.07%).

The different types of finite verb phrases are illustrated in Table -12- below with the present simple being the highest in frequency (80.99%) and the past perfect and the past simple the lowest in occurrences (1.65%). The modal auxiliaries, the present perfect and the present continuous represent (7.45%), (5.78%) and (2.48%) respectively among the total number of finite verb phrases.

Present simple	Present perfect	Present continuous	Past simple	Past perfect	Modal	TOTAL
98	7	3	2	2	9	**121**
80.99%	5.78%	2.48%	1.65%	1.65%	7.45%	**100%**

Table -12-
Finite Verb Phrases in UN Security Council Resolutions

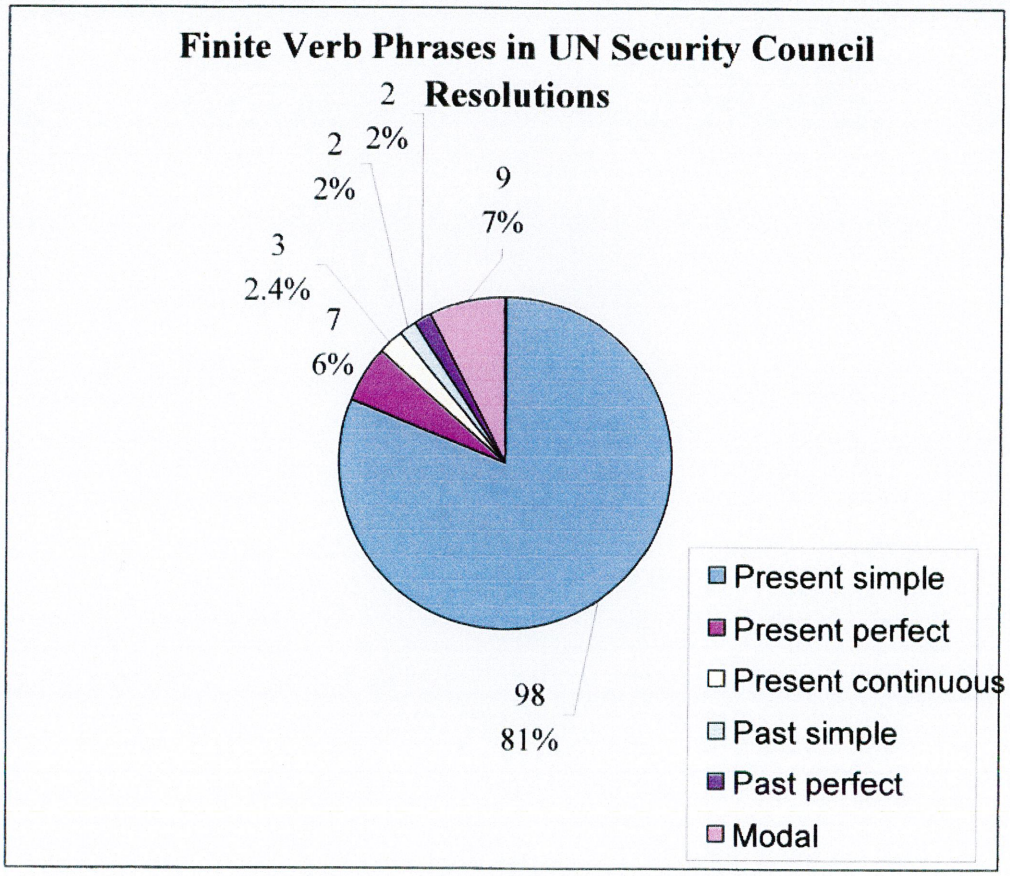


Fig. 16
Finite VPs in UN Resolutions

Since Modality also shows tense, this category needs further explanation. This is illustrated in table (12-a) below:

Modality			
Aspect		Tense	
Continuous	Perfective	Present	Past
0	3	9	0

Table 12-a

Table -13- shows structures of finite VPs in UN resolutions. The structures identified in the five texts are: Lexical Verb, O V and O X V.

Structure	Feature	Realization	Frequency	%	TOTAL
Lexical Verb	Finite	Present/Past simple	99	26.75%	**370**
	non-finite	participle-ing	114	30.81%	
		participle-ed	30	8.11%	
		to-infinitive	127	34.33%	
O V	Perfect	Have/had + V-en	8	44.45%	**18**
	Progressive	Be + V-ing	3	16.66%	
	Modal	Modal aux + V-inf	6	33.34%	
	Passive	Be + V-en	1	5.55%	
O X V	Perfect+ Passive	Have + be + V-en	1	25%	**4**
	Modal + Passive	Modal aux + be + V-en	3	75%	

Table -13-
Structure of Verb Phrases in UN Security Council Resolutions

The majority of the verb phrases have the simple structure in which one element is used (lexical verb). However, there are also verb phrases with one operator or two auxiliaries but they are few compared to those of simple structure.

4.2.1.1.3 Verb Choice

Table -14- shows the variety of lexical verbs frequently used in UN Security Council Resolutions. These lexical verbs appear to initiate adverbial clauses within the Preamble section and to initiate decisions within the second section (Appendix 5).

Lexical Verbs	Frequency
Recall	11
Reaffirm	14
Stress	8
Take note	3
Decide	7
Express	8
welcome	15
Call upon	5
Call on	3
Call	2
Urge	8
Request	6
Encourage	6
Pledge	1
Commend	3
Meet	1
Call for	1
Extend	1
Support	2
Bare	1
Concern	2
Promote	1
Respond	1
Reiterate	3
Condemn	2
Look forward	1
Reemphasize	1
Emphasize	2
Recognize	2

Table -14-
Lexical verb choices in UN Security Council Resolutions

According to the table, there are twenty nine different lexical verbs in which the lexical verbs "welcome" "reaffirm" and "recall" are the most frequent in the five texts, whether they are identified in the finite or non-finite form. The occurrences of these verbs are fifteen, fourteen and eleven respectively. Other lexical verbs which appear less frequency are

"stress" "express" and "urge" all of which occur eight times. The lexical verb "decide" is used restrictedly to one section only, namely, the decisions section, with a frequency of seven.

4.2.2 Discussion

Unlike the structure of agreements, the structure of the Security Council Resolutions seems to be very restricted. In other words, all the resolutions follow the same structure in that each one of them consists of only one long and very complex sentence with the "Security Council" being the subject followed by a number of non-finite clauses which form the "Preamble" and then followed by verb phrases which form the "Decisions" taken by the Security Council. These decisions are expressed through ascendant finite clauses related by numerals.

Although the structure seems to be clear-cut (i.e. Preamble and Decisions), each part is demarcated through many finite and non-finite clauses which add to the complexity of the sentence. Having one complex sentence makes it too difficult to approach the text at the sentence level; therefore, the analysis in this sub-register is on the level of clauses that form the main two sections of the resolutions.

In order to clarify this point, an example taken Text 1 (Appendix -5-) is illustrated below: (numbers are added)

The Security Council,

(1) Recalling all its previous relevant resolutions on Iraq, in particular 1500 (2003) of 14 August 2003, 1546 (2004) of 8 June 2004, and 1557 (2004) of 12 August 2004,

(2) Reaffirming the independence, sovereignty, unity and territorial integrity of Iraq,

(3) Recalling the establishment of the United Nations Assistance Mission for Iraq (UNAMI) on 14 August 2003, and extended on 12 August 2004, and reaffirming that the United Nations should play a leading role in assisting the efforts of the Iraqi people and Government in developing institutions for representative government, and in promoting national dialogue and unity,

(4) Stressing that this Iraqi national dialogue, which UNAMI should assist, is crucial for Iraq's political stability and unity,

(5) Taking note of the letter dated 3 August 2005 from the Secretary-General addressed to the President of the Security Council (S/2005/509),

1. *Decides* to extend the mandate of the United Nations Assistance Mission for Iraq (UNAMI) for another period of twelve months from the date of this resolution;

2. *Expresses* its intention to review the mandate of UNAMI in twelve months or sooner, if requested by the Government of Iraq;

In the Preamble section, there is a number of unit clauses. They are identified normally by non-finite verb groups (ing- Participle) but can also be identified occasionally by (ed- Participle) in initial positions. These Preamble Unit clauses (henceforth PU clauses) might involve other embedded clauses to build up the "main complex clause". For instance, the example above shows that the Preamble Section consists of five **PU clauses**.

In the second part of the resolution, each decision is numerated and therefore is treated as a separate unit which also might include other embedded clauses. They are identified by finite verb phrases related by numerals which have a functional role in the text; they act as connectors to link the verb phrases.

4.2.2.1 Complexity of sentences

A. Functional Clauses

1. Adverbial Clauses

Referring back to the complexity of forming PU clauses in the five resolutions, we observe that the adverbial clauses represent by far the highest percentage (57.74%), the majority of which indicate the fulfilment of a purpose. Within the structure of any UN resolution, a number of events such as previous resolutions and meetings are mentioned, whether recalled, reaffirmed, etc.., relevant to the subject of the resolution being structured. It seems significant in such cases to demonstrate the purpose of those mentioned events in order to establish a relationship between them. This relationship leads to the formation of the Decisions. For example:

> *Meeting* on 14 September 2005 at the level of Heads of State and Government **to discuss** how to strengthen the effectiveness of the Security Council's role in the prevention of armed conflict, particularly in Africa, (Text 5 – UN Resolutions)

Adverbial clauses of purpose also appear in the second part of the resolutions; i.e. statement of decisions, for justifying the actions taken by the Security Council. For example:

1- Requests UNAMA to continue to support the ongoing effort for the establishment of a fair and transparent justice system, including the reconstruction and reform of the prison sector, **in order to strengthen the rule of law throughout the country;** (Text 2 – UN Resolutions)

2- urges the government to take decisive action **to stop** processing and trade of drugs and to pursue the specific measures set out in that ... (Text 2 – UN Resolutions)

Adverbial clauses of purpose analyzed in the UN resolutions are found to be more infinitival (*cf.* Downing and Locke, 2002) than finite. It is worth mentioning, however, that non-finite forms, though more economical, are less explicit than finite forms. By explicit we mean that the situation is exact and clear and is expressed with great specification. If we consider the following example taken from Resolution (1614) 2005:

> *Calls upon* the Government of Lebanon to fully extend and exercise its sole and effective authority throughout the south, including through the deployment of sufficient numbers of Lebanese armed and security forces, **to ensure a calm environment throughout the area, including along the Blue Line, and to exert control and monopoly over the use of force on its entire territory and to prevent attacks from Lebanon across the Blue Line;** (Text 4 – UN Resolutions)

we find that it has non-finite clauses expressing a purpose. However, this clause can be paraphrased, with greater specification by using the finite form preceded by specific subordinator to achieve explicitness, as the following:

Calls upon the Government of Lebanon to fully extend and exercise its sole and effective authority throughout the south, including through the deployment of sufficient numbers of Lebanese armed and security forces, **so that the Government of Lebanon will insure a calm environment and will exert control and monopoly over the use of force on its entire territory...** (Text 4 – UN Resolutions)

It seems that the need to establish a specified relationship as mentioned in the paraphrased example above is not required in this kind of sub-register; therefore, the non-finite forms are more preferable. This is not to be considered as some sort of deficiency but rather as "an economical means of expressing relationships which are not required to be further specified" (Downing and Locke, 2002).

Another semantic role identified in the five texts is that of temporal/causal relationship. Most of them form PU clauses in the Preamble section. Syntactically, they are realized by non-finite (ing- Participle) verb groups. The minority of temporal clauses are realized by finite subordinated clauses.

The PU non-finite adverbial clauses are found to be clauses without a subordinator; however, they express the close connection between causal and temporal functions. This dual function can give rise to ambiguity in the legal text as in the following example (Resolution 1618) 2005:

The Security Council,

Recalling all its previous relevant resolutions on Iraq, in particular 1500 (2003) of 14 August 2003, 1546 (2004) of 8 June 2004, and 1557 (2004) of 12 August 2004,

Reaffirming the independence, sovereignty, unity and territorial integrity of Iraq,

Recalling the establishment of the United Nations Assistance Mission for Iraq (UNAMI) on 14 August 2003, and extended on 12 August 2004, and reaffirming that the United Nations should play a leading role in assisting the efforts of the Iraqi people and Government in developing institutions for representative government, and in promoting national dialogue and unity,

Stressing that this Iraqi national dialogue, which UNAMI should assist, is crucial for Iraq's political stability and unity,

Taking note of the letter dated 3 August 2005 from the Secretary-General addressed to the President of the Security Council (S/2005/509), (Text 1 – UN Resolutions)

On the one hand, the PU non-finite clauses in the example above may be considered as expressing a temporal relation if we rephrase them as:

The Security Council,

After recalling all its previous relevant resolutions on Iraq, in particular 1500 (2003) of 14 August 2003, 1546 (2004) of 8 June 2004, and 1557 (2004) of 12 August 2004,

After reaffirming the independence, sovereignty, unity and territorial integrity of Iraq,

After recalling the establishment of the United Nations Assistance Mission for Iraq (UNAMI) on 14 August 2003, and extended on 12 August 2004, and reaffirming that the United Nations should play a leading role in assisting the efforts of the Iraqi people and Government in developing institutions for representative government, and in promoting national dialogue and unity,

After stressing that this Iraqi national dialogue, which UNAMI should assist, is crucial for Iraq's political stability and unity,

After taking note of the letter dated 3 August 2005 from the Secretary-General addressed to the President of the Security Council (S/2005/509),

We observe that the meaning that needs to be emphasized in the rephrased clauses is that decisions in the second part of the Resolutions are stated during the time "after" these actions have been considered. Therefore, the semantic role they imply is that of a temporal relation.

On the other hand, one can still interpret them as having a causal relationship if they are rephrased as the following:

The Security Council,

Because of recalling all its previous relevant resolutions on Iraq, in particular 1500 (2003) of 14 August 2003, 1546 (2004) of 8 June 2004, and 1557 (2004) of 12 August 2004,

Because of reaffirming the independence, sovereignty, unity and territorial integrity of Iraq,

Because of recalling the establishment of the United Nations Assistance Mission for Iraq (UNAMI) on 14 August 2003, and extended on 12 August 2004, and reaffirming that the United Nations should play a leading role in assisting the efforts of the Iraqi people and Government in developing institutions for representative government, and in promoting national dialogue and unity,

Because of stressing that this Iraqi national dialogue, which UNAMI should assist, is crucial for Iraq's political stability and unity,

Because of taking note of the letter dated 3 August 2005 from the Secretary-General addressed to the President of the Security Council (S/2005/509),

1. *Decides* to extend the mandate of the United Nations Assistance Mission for Iraq (UNAMI) for another period of twelve months from the date of this resolution;

2. *Expresses* its intention to review the mandate of UNAMI in twelve months or sooner, if requested by the Government of Iraq;

3. *Decides* to remain seized of the matter.

The concern in the example above is with causality and motivation that lead to the statement of decisions. However, in illustrating both possible semantic roles of the PU adverbial non-finite clauses, we find that there is a close relation between the two as they function in this sub-register. In other words, phrases like "after recalling" "reaffirming", etc, with their temporal relations establish a motivation to form the decisions. Thus, the meaning is extended from expressing a temporal relation to a causal one.

It seems that there is a tendency towards utilizing such non-finite clauses through their abbreviated form to convey the precise and direct meaning that the draftsman intends to communicate. They also play a role in the reduction of the text length while being precise.

2.Nominal Clauses

Table -7- shows that nominal clauses also represent a relatively high percentage (25.89%) and therefore need some elaboration.

Analysis of nominal clauses shows that the majority are realised by predicator complements in which most of them represent indirect commands, requests or other directives which are introduced by transitive predicator complement verbs[(1)]. The meanings that these verbs carry are those of permission, obligation, encouraging etc...

1- ***Requests*** the Secretary-General **to continue consultations with the Government of Lebanon and other parties directly concerned on the implementation of this resolution** and to report thereon to the Council before the end of the present mandate as well as on the activities of UNIFIL and the tasks presently carried out by the United Nations Truce Supervision Organization (UNTSO);
(Text 4 – UN Resolutions)

2- Calls on the parties **to ensure UNIFIL is accorded full freedom of movement throughout its area of operation as outlined in the Secretary-General's report,**
urges the Government **to take decisive action** to stop the processing and trade of drugs and to pursue the specific measures set out in that plan in the fields of building institutions, information campaigns, alternative livelihoods, interdiction and law enforcement, criminal justice, eradication, demand reduction and treatment of addicts, and regional cooperation, and ***calls on*** the international community **to provide every possible assistance to the Government in pursuing full implementation of all aspects of the plan;**
(Text 4 – UN Resolutions)

3- Requests UNAMA **to continue** to support the ongoing effort for the establishment of a fair and transparent justice system, including the reconstruction and reform of the prison sector, in order to strengthen the rule of law throughout the country;
(Text 4 – UN Resolutions)

4- urges Member States **to prevent the transit of terrorists to and from Iraq, arms for terrorists, and financing that would support terrorists,** and *re-emphasizes* the importance of strengthening the cooperation of the countries in the region, particularly neighbours of Iraq, in this regard;
(Text 3 – UN Resolutions)

5- Encourages all African States **to adhere to the African Union Non-Aggression and Common Defence Pact adopted in Abuja on 31 January 2005,** and to sign where appropriate subregional pacts on peace, security, democracy, good governance and development, and ***calls on*** the United Nations system and the international community **to support the implementation of the Pacts;**
(Text 2 – UN Resolutions)

However, nominal clauses may also be realised by relative clauses as in the following example:

> *1- Affirms* **that acts of terrorism must not be allowed to disrupt Iraq's political and economic transition currently taking place,** (Text 3 – UN Resolutions)

It appears that the high occurrences of transitive predicator complement verbs such as the ones identified in the examples above, by which the subject, namely, Security Council, aims at getting someone to do something, justify the high frequency of the nominal clauses which function as predicator complements. In all the examples, the complements are found to be non-finite to-infinitive clauses.

3. Coordinated Clauses

Apart from subordinated clauses, it is interesting to note that all coordinated clauses are non-finite linked by the connector "and" only. Some of the coordinated clauses are PU clauses, as in the example below:

> *1- **Reaffirming*** in this context its continued support for the implementation of the provisions of the Bonn Agreement of 5 December 2001, and of the Berlin Declaration of 1 April 2004 including its annexes, **and *pledging*** its continued support thereafter for the Government and people of Afghanistan as they rebuild their country, strengthen the foundations of a constitutional democracy and assume their rightful place in the community of nations,
> (Text 2 – UN Resolutions)

Other coordinated clauses are adverbial clauses of purpose. For example:

> *2- Welcomes* the substantial progress in the disarmament, demobilization and reintegration (DDR) process in accordance with the Bonn Agreement, *encourages* the Government of Afghanistan to continue its active efforts to accelerate the DDR process towards its completion by June 2006, **to disband** the illegal armed groups **and to dispose** of the ammunition stockpile, and *requests* the international community to further extend assistance for these efforts;
> (Text 2 – UN Resolutions)

The examples above illustrate the function of the coordinated clauses which appears to be that of pure addition (*cf.* sec. 1.A.2.3).

B. Modification

Embedded modifications within noun phrases also contribute to the complexity of UN resolutions. Four types of pre-modification to noun heads are identified:

(a) adjectives with the highest frequency, e.g., *..to the victims of these* ***terrorist*** *attacks, ..under the* ***sole*** *and* ***exclusive*** *authority.., ..to insure a* ***calm*** *environment.., ..of* ***peaceful*** *settlement of* ***international*** *disputes, etc...*

(b) participles, e.g., *supports the* ***continued*** *efforts.., welcomes the* ***continued*** *contribution.., ..along* ***trafficking*** *routes.., ..including* ***increased*** *cooperation.., etc...*

(c) nouns, e.g., *..in the* ***disarmament, demobilisation*** *and* ***reintegration*** *process.., ..of Afghan* ***security forces****.., ...of civil* ***society groups****.., etc...*

(d) genitives, e.g., *..the* ***Security Council's*** *role in .., including* ***women's*** *groups.., ..also the* ***Secretary-General's*** *conclusion.., ..the* ***Secretary-General's*** *report...,etc...*

On the other hand, four types of post modification are identified:

(a) prepositional phrases, e.g., *as valid for the purpose* ***of confirming Israel's withdrawal****..., ..at the persistence* ***of tension*** *and violence.., ..to the request* ***of the Government of Lebanon****..,*

(b) Adjectival (relative) clauses: these are of two types:

(1) finite (full) clauses, e.g., *.. Line in particular the hostilities* ***that took place in May****.., ..as well as the Secretary-General's conclusion* ***that the United Nations Interim Force*** *..., .. the courage of the Iraqi people* ***who are working bravely****...,etc...*

(2) non-finite (reduced) clauses, e.g., *..further the relevant principles* ***contained*** *in the.., welcomes the active steps* ***undertaken*** *by the...., etc...*

It appears that in the five UN resolutions there is a preference for using prepositional phrases, with ***of*** preposition being the commonest among all prepositions (*cf.* sec. 1.B).

Although the attributive value of non-finite clauses is similar to that of finite relative clauses, the tendency appears to employ non-finite clauses more frequently. The reason for its preference in this legal sub-register could be for economy, which contributes to the efficiency of expression in this type of register. The following examples show the difference between the finite and non-finite clauses:

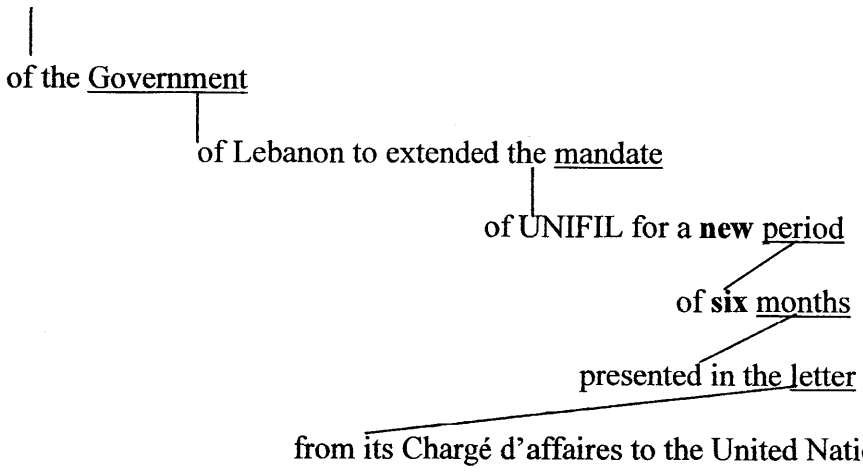
1- ..to implement its national drug control strategy ***adopted*** *in May 2003...*

2- Gravely concerned at the persistence of tension and violence along the Blue Line in particular the hostilities ***that took place*** *in May.....*

In any of the cases, it seems that the use of pre- and post modification is for the purpose of achieving precision and avoiding ambiguity within NPs.

Analyses of some examples that illustrate the complexity of pre- and post modification in noun phrases are illustrated below (words in bold indicate pre-modifiers):

1)Responding to the request (Text 4 – UN Resolutions)



The example above shows embedded modification within noun phrases in one of the PU clauses. There are six noun heads which are post modified by prepositional phrases. Embedded modification with its characteristic of "recursiveness" is a feature of the noun clause in the PU clause.

2)Gravely concerned at the persistence (Text 4 – UN Resolutions)

of tension and violence

along the Blue Line in particular the hostilities

that took place in May and the

grave incident

which demonstrated once more

that the situation remains volatile

and fragile, as outlined in the

Secretary – General's report

of July 2005.

3)Recognizing the **urgent** need to tackle the **ongoing** challenges —in Afghanistan

including the fight

against narcotics, the lack

of security in **certain** areas,

terrorist, threats, **comprehensive** **nationwide**

disarmament, demobilization and reintegration

of the Afghan Militia Forces and

disbandment

of **legal armed** groups, **timely** preparation

for the **parliamentary**, **provincial** and **district** elections,

development

of **Afghan** Government institutions, acceleration

of justice sector reform, protection

of **human** rights and **economic** and **social** development,

(Text 5 – UN Resolutions)

4)Encouraging United Nations **regional** offices to facilitate the implementation
of strategies
aimed at curbing **illicit cross-boarder** activities,

(Text 5 – UN Resolutions)

5)Reaffirming in this context its **continual** support (Text 5 – UN Resolutions)
for the implementation
of the provisions
of the Bonn Agreement
of 5 Dec 2001 and of the
Belin Declaration – of 1 April
including its annexes and pledging its **continual** support
thereafter for the Government and people
of Afghanistan as they rebuild their country, strengthen the foundations
of a **constitutional** democracy and assume their
rightful place
in the community
of the nations,

6)Stresses the importance (Text 5 – UN Resolutions)

of establishing **effective comprehensive** strategies

of **conflict** prevention

focused on averting **negative** developments

in the **security**, **economic**, **social** and **humanitarian** sectors

and in the field

of governance and **human** rights

in countries

which are facing crises,

7)Commending the courage (Text 3 – UN Resolutions)

of the **Iraqi** people

who are working bravely in support

of the **political** and **economic** transition

currently taking place in spite of

the **grave** threat

of terrorism,

4.2.2.2 Verb Phrases (VPs)

The high frequency of having different functions of non-finite clauses justifies the high occurrences of non-finite verb phrases which represent (69.13%) of all verb phrases. The (to-infinitive) and the (ing- Participle) forms are used more frequently than the past participle-ed. The (to-infinitive) form appears either in clause like *decides to remain, continue to*

support, decides to extend, etc... or they form adverbial clauses of purpose; for example,

including through the deployment of sufficient numbers of Lebanese armed and security forces, **to ensure a calm environment throughout the area,** (Resolution 1614) 2005.

Finite verb phrases, though do not represent a high percentage, are mostly found in the statement of Decisions with the simple present tense being the highest in frequency. It represents (80.99%) of the total finite phrases.

(VPs) form an important kind of phrase in clauses. They represent the core of the sentence. VPs convey not only the process expressed by the clause but also some fundamental meanings such as tense, mood, phase, aspect and voice.

VPs refer to actions, events and states. Like most other phrases, the VP consists of a main element (V) and one or more optional elements (X) which precede it. The main element could be realized by a finite or non-finite form of a lexical verb, and the optional ones by auxiliaries. The first auxiliary is usually called the operator (O). Examples of these elements are illustrated below:

O V: *and reaffirming that the UN* ***should play*** *a leading role in assisting the efforts of Iraq,*

O X V: .. *and that the Blue line* ***must be respected*** *in its ....*

Analysis of the VPs in the five UN Security Council Resolutions reveals that the majority of the VPs have simple structure with the non-finite VPs being the highest in frequency. The high frequency of the non-finite VPs in their simple structure is due to the nature of the context they are being used in. Most non-finite VPs can be located in the Preamble section in clauses which recall previous resolutions or meetings that form the basis for the formation of the decisions taken in a particular resolution. The tense, person and number are not as important to mark as the outcome and the purpose of these events expressed by the main verbs.

However, having other simple structures in the finite form can also have some interpretations. The Security Council alone, among other organs of the UN, has the power to

make decisions which Member states are obliged under the Charter to carry out. The statement of decisions is always expressed in the finite simple structure VPs, which are almost used in the present simple tense. The reason could be that once these decisions are stated they have existence at the present moment, allowing for the possibility that their existence may also stretch into the future. The following example taken from the Security Council Resolution 1625 (2005) may illustrate this point:

The Security Council,
Decides to adopt the attached declaration on strengthening the effectiveness of the Security Council's role in conflict prevention, particularly in Africa.

This decision, which accounts for the overall purpose of this Resolution and which can be achieved through stating several actions that should be performed in the Decision section, is formulated on the basis of events that have taken place previously and that are stated in the Preamble section (an extract is selected from Text 2 UN Resolutions):

Meeting on 14 September 2005 at the level of Heads of State and Government to discuss how to strengthen the effectiveness of the Security Council's role in the prevention of armed conflict, particularly in Africa,
Reaffirming its commitment to the Purposes and Principles of the Charter of the United Nations,
Bearing in mind its primary responsibility for the maintenance of international peace and security,
Deeply concerned by the high human cost and material losses caused by armed conflicts and *recognizing* that peace, security and development are mutually reinforcing, including in the prevention of armed conflict,
Reaffirming the importance of adhering to the principles of refraining, in international relations, from the threat or the use of force in any manner inconsistent with the Purposes of the United Nations, and of peaceful settlement of international disputes,

Once these events are clearly mentioned, the decisions are then stated and the application of these decisions should be valid from that time onwards. Therefore, decisions are best communicated by the present simple tense (an extract is selected):

6. *Reaffirms* its determination to take action against illegal exploitation and trafficking of natural resources and high-value commodities in areas where it contributes to the outbreak, escalation or continuation of armed conflict;
7. *Calls* for the strengthening of cooperation and communication between the United Nations and regional or subregional organizations or arrangements, in accordance with Chapter VIII of the Charter, particularly with respect to mediation initiatives;
8. *Encourages* all African States to adhere to the African Union Non-Aggression and Common Defence Pact adopted in Abuja on 31 January 2005, and to sign where appropriate subregional pacts on peace, security, democracy, good

governance and development, and *calls* on the United Nations system and the international community to support the implementation of the Pacts;

The VPs that have been discussed so far are lexical verbs of simple structure. However, there appear some other types of extended VPs but with low frequency of occurrence. By having examined the structures of the extended VPs in UN resolutions and comparing them to the types illustrated earlier, it is noticed that those which appear in the five texts are either finite VPs with only one auxiliary (OV), for example: *and reaffirming that the UN* ***should play*** *a leading role in assisting the efforts of Iraq*, or finite VPs with two auxiliaries (OXV) for example: .. *and that the Blue line* ***must be respected*** *in its* ....

The finite VPs identified with one auxiliary have the following features: perfect, progressive, modal and passive, whereas finite VPs with two auxiliaries have the features of perfectiveness, passivity and modality only.

It is obvious that the draftsman uses simple VP structures so that he avoids as far as he can overloading the sentence structure in the text of the resolution.

4.2.2.3 Lexical Features

By investigating lexical verbs of simple structure, one can notice that the choices of lexical verbs are relatively restricted. In other words, there are certain lexical verbs frequently used to initiate the PU clauses in the Preamble section and the Decision section.

Lexical verbs like "recall" "reaffirm" and "welcome" are three of the most common lexical verbs used in this sub-register. Semantically, the lexical verbs that recur frequently are either used to convey the meaning of reviewing or referring to events that form the basis for a particular resolution or they are used to convey the meaning of decision-making. This means that the draftsman has at his disposal a limited set of lexical verbs to choose from when drafting a resolution.

Although the data contains verbs of low frequency of occurrence (see table 10), such as "meet" "extend" "support" etc, they can still be considered part of the set of restricted

lexical verbs. If the data were larger, then they might have appeared with a higher frequency of occurrence. The frequent use of those lexical verbs makes them, to some extent, legal terminologies that form a distinctive feature of the language of resolutions.

4.3 Comparison

The second part of this chapter is intended to compare and contrast the features of both sub-registers to establish similarities and varieties.

4.3.1 Complexity of sentences

One prominent feature in both sub-registers is complex sentences with many conjoined and embedded clauses. A numerical comparison of functional clauses identified in agreements and UN resolutions is illustrated in the following table:

Functional Clauses	Agreements (Total = 325)	UN Resolutions (Total = 282)
Adverbial clauses	44.31%	43.26%
Adjectival clauses	32.92%	20.56%
Nominal clauses	14.46%	25.89%
Coordinated clauses	8.31%	10.29%

Table -15-
A comparison between agreements and UN resolutions in functional clauses

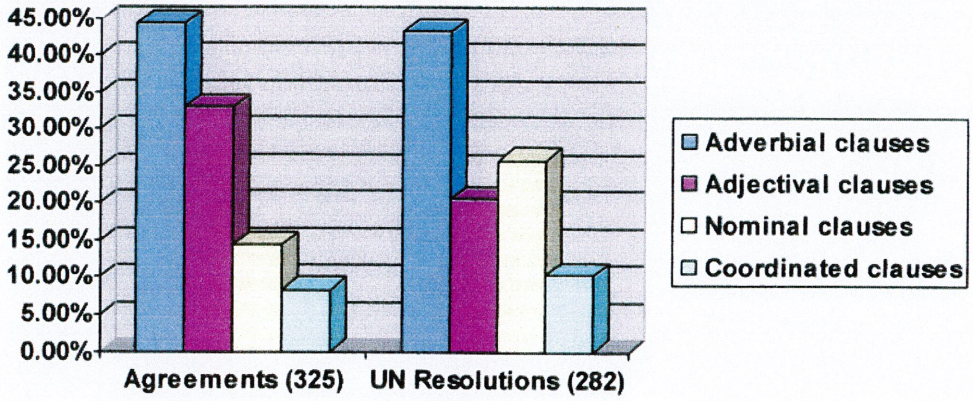


Fig. 17
A comparison between agreements and UN resolutions in functional clauses

A statistical test of significance, i.e. Chi-Square Test, is applied for the table above in which one column with its frequencies, taken as one set, is compared to the other one. The result indicates that the value is significant since $P < 0.005$ supposing that $\alpha = 0.05$.

In both sub-registers, adverbial clauses represent the highest percentage among all other types of functional clauses. In agreements, they represent (44.31%) of the total number

of functional clauses (325) and in UN resolutions, they represent (43.26%) of the total number (282). The other types of functional clauses are identified with relatively significant differences. Adjectival clauses represent (32.92%) in agreements whereas they represent (20.42%) in UN resolutions. Nominal clauses represent (14.46%) in agreements while they represent (25.89%) in UN resolutions. Coordinated clauses are closer in percentage than the previously mentioned two types of clauses. They represent (8.31%) in agreements whereas they represent (10.22%) in UN resolutions.

Functional clauses with their different types account for the complexity of sentences. However, they function differently in each sub-register. In the UN Security Council resolutions, each document consists of one single, highly structured and highly embedded. In the agreements, each article/section consists of few sentences, not necessarily complex ones, though the majority is. In both sub-registers, the motivation for using complex sentences is the desire to place all information on a particular topic into one self-contained unit.

Analysis of the complex sentence in both sub-registers indicates that adverbial clauses are more preferable to utilize than other functional clauses; yet, their semantic roles differ within each sub-register.

A. The semantic roles of adverbial clauses

Semantic roles of Adv. clauses	Agreements (total = 144)	UN resolutions (total = 122)
Condition	41.66%	1.63%
Temporal	12.5%	34.43%
Place	2.8%	-
Purpose	21.52%	38.54%
Manner	15.26%	15.57%
Concession	3.46%	0.83%
Result	2.8%	-
Means	-	9.01%

Table -16-
Semantic roles of adverbial clauses in both sub-registers

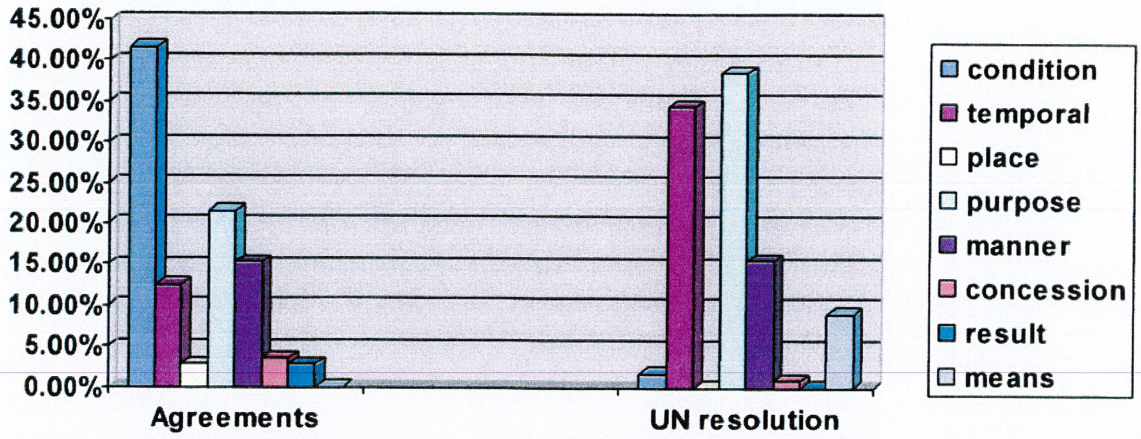


Fig. 18
Semantic roles of adverbial clauses in both sub-registers

The same statistical test of significance is applied for the table above. $P < 0.005$ except for 8 cells in which the count is less than 5 ($P = 0.602$).

The most frequent type of adverbial clauses in the agreements is that of condition which represents (41.66%). In the UN resolutions, the most frequent type of adverbial clauses is that of purpose which represents (38.54%). The use of conditional clauses is essential in agreements because two or more parties are involved in legal obligations. Conditional clauses have different functions in this sub-register and therefore appear more frequently (41.66% of subordinate clauses) while in UN resolutions they represent (1.22%) only. They serve the text to establish "condition-making" in the text and express modality; specifically, with IF-clauses in which the subordinator IF is regarded as "a linguistic device which enables the speaker to qualify his commitment to the truth of a proposition or the actuality of an event" (Perkins, 1983).

However, the adverbial clauses that play an important role in UN resolutions are those which are explicit since they signal purpose. It seems that the focus in this type of sub-register is on certain circumstantial meanings that need to be enhanced through to-infinitive forms to indicate the fulfilment of a purpose.

Apart from these two semantic roles of adverbial clauses that differ in occurrences in both sub-registers, the other semantic roles, except for temporal, either occur with relatively low frequency or they do not occur at all; for example, clauses of concession in agreements and UN resolutions are of low frequency in both cases. They represent (3.46%) and (0.83%) respectively. Another example is clauses of result which represent (2.8%) in agreements. There is no such occurrence of this semantic role of adverbial clauses in UN resolutions.

Adverbial clauses of temporal relation indicate a difference in percentage between the two sub-registers. They represent (34.43%) in UN resolutions while they represent (12.5%) in agreements. However, most of these clauses in UN resolutions can be considered to have a dual function; i.e. temporal/causal, as discussed earlier in this chapter.

B. Modification

Pre- and post modification of NPs is another distinctive feature that accounts for the complexity of sentences in both sub-registers. However, the role of modification of NPs to increase complexity to each sub-register seems to be different. In other words, modification of NPs add to the complexity of sentences in agreements while modifications of UN resolutions are embedded within the PU clauses and therefore account for the complexity of these clauses that form the main complex sentence.

A numerical comparison between types of modification in both sub-registers is illustrated in the following table:

i) Types of pre-modification

Types of Pre-modification	Percentage in Agreements (421)	Percentage in UN resolutions (406)
Adjective	53.21%	68.22%
Participle	19%	15.02%
Noun	19%	11.83%
Genitive	8.79%	4.93%
TOTAL	**100%**	**100%**

Table -17-
Types of pre-modification

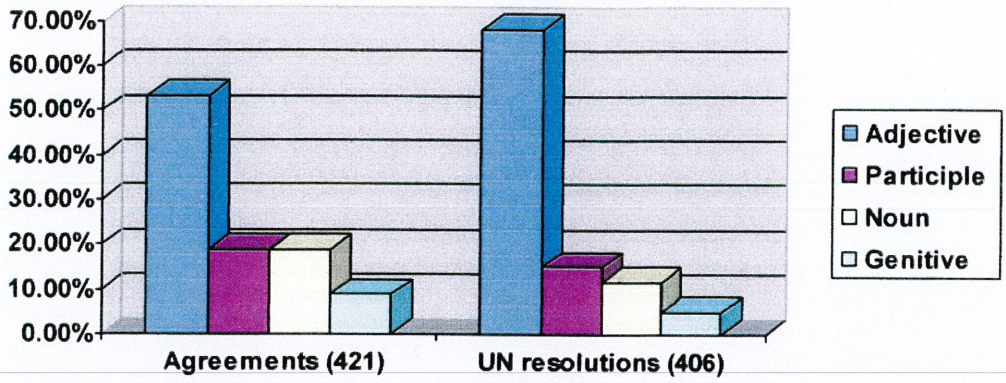


Fig. 19
A Comparison of Pre-modification in Agreements and UN resolutions

($P < 0.005$ except for two cells in which $P = 0.08$)

By comparing the types of pre-modification, it can be said that both sub-registers have approximately the same total number. In agreements, the total number of pre-modification of different types is (421) while in UN resolutions the total number of pre-modification is (406). In both sub-registers, adjectives represent the highest percentage; they represent (53.21% of the total number of the pre-modifiers) in agreements and (68.22% of the total number of the pre-modifiers) in UN resolutions. In addition, participles represent (19% of the total number of the pre-modifiers) in agreements whereas in UN resolutions they represent (15.02% of the total number of the pre-modifiers). Table -17- also shows the difference in occurrences of pre-modifier nouns in both sub-registers. They represent (19% of the total number of the pre-modifiers) in agreements while in UN resolutions their frequency is (11.83% of the total number of the pre-modifiers). In both sub-registers, pre- modifying genitives are less frequent among the other types. They represent (8.79% of the total number of the pre-modifiers) in agreements while in UN resolutions they represent (4.93% of the total number of the pre-modifiers).

ii) Types of post modification

Types of Post modification	Percentage in Agreements (380)	Percentage in UN resolutions (297)
Prepositional Phrases	60.52%	64.98%
Relative Clauses	8.43%	6.39%
Non-finite clauses	31.05%	28.63%
TOTAL	**100%**	**100%**

Table -18-
Types of post modification

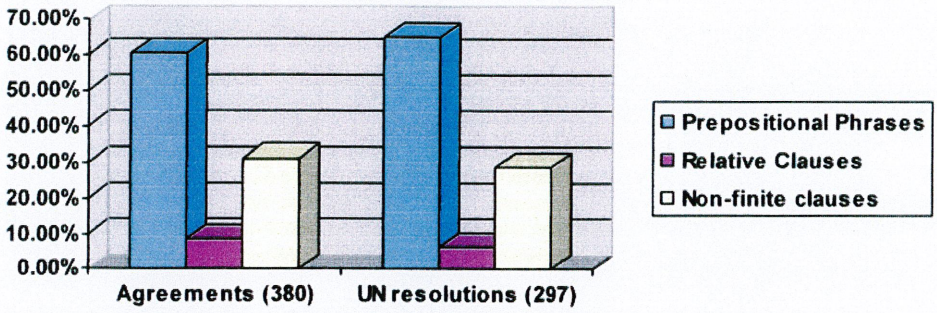


Fig. 20
Types of post modification in both sub-registers

($P < 0.005$)

Table -18- shows that in both sub-registers, prepositional phrases acting as post modifiers represent the highest percentage among other types. In agreements they represent (60.52%) and in UN resolutions (64.98%).There also appears a tendency towards the employment of non-finite clauses as post-modifiers for the purpose of economy, which contributes to the efficiency of the expression in this type of register. In both sub-registers, non-finite clauses have approximately the same percentages; in agreements they represent (31.05%) while in UN resolutions (28.63%). The reason for the high frequency of these two types of post modification could be that in both sub-registers, there is a need to use modification that characterizes an entity in terms of an attendant circumstance. This can be best achieved by the employment of prepositional phrases. In addition to that, there also appears, in some cases, a reference to states or actions of the entity with an attributive nature

in which case this can be achieved by adjectival (relative) clauses whether they are finite or non-finite clauses.

In general, the high occurrence of pre- and post- modification is due to the fact that both sub-registers are highly nominal and the use of modification is to avoid ambiguity and imprecision of noun heads.

4.3.2 Verb Phrases

The VP represent the most important constituent as it expresses the semantic function of the process expressed by the clause. The majority of the VPs in UN Security Council Resolutions are nonfinite VPs (69.13%) located mostly in the Preamble section while finite VPs, with a percentage of (30.87%), are the most essential element in the structure of the Decisions. The structure of most of the VPs, whether finite or nonfinite, is simple with one element only (Lexical Verb) whereas extended VPs are rarely used. Thus, one can notice that modal auxiliaries do not represent a high percentage in this sub-register (7.45% of verb phrases). However, it is considered a distinctive feature in agreements as their frequency is (242).

In agreements, extended VPs, namely, modal auxiliaries are used extensively to express a relation to reality. The total number of VPs which express modality is (242).They express attitudes towards potential events that are referred to in the agreements. The attitudes may be that of laying obligations or giving permission. The most frequent modal auxiliary that is identified in agreements, and therefore becomes one of the distinctive features, is SHALL. In this sub-register, the semantics of this modal auxiliary covers not only the meaning of obligation and command but it extends to give declarations, to indicate that something is intended to be legally binding and that it is part of what is being promised.

4.3.3 Qualifications

The fact that a huge amount of information is compressed into a single sentence does not account for its complexity in terms of building up clauses only, but also in terms of using qualificational insertions.

Qualifications in agreements are one of the distinctive features that are employed for the purpose of clarification and precision. They function differently in legal discourse. Qualifications can be classified according to: (a) position and (b) the meaning they express. Qualifications of the first type are those which are inserted at medial- or initial-clause positions to clarify precisely the situation being mentioned and to answer any legal question that can be asked on the given contexts, or they form discontinuous verb phrases. Qualifications that are classified according to the meaning they express are those which indicate temporal relations, express legal authority, or those which function as textual mapping devices. While qualificational insertions can be located in different positions in agreements, they tend to be placed in a particular position in UN resolutions as dependent clauses. This creates a legal style of this sub-register where a tremendous quantity of information is inserted between the subject and the main verb in a single sentence which itself forms a complete resolution. These qualifications are mostly nonfinite (ing-participle) clauses of temporal/causal relationship. The existence of these qualifications in legal texts explains why they are hard to process cognitively (i.e. they take longer time). Perhaps this decreases the possibility of ambiguity, but it simultaneously reduces comprehension.

4.3.4 Lexical Choices

A further characteristic of UN resolutions is the use of certain lexical verbs. This sub-register is closely tied to lexical selection to initiate main clauses in the Preamble section and

initiate the statements of the decisions in the second part of the resolution. It appears that such lexical choice is important in organizing text within this sub-register.

To sum up, the comparison made above between the two sub-registers in terms of their linguistic features reveals some of the distinctive features of 'legal register'.

Notes to Chapter 4

(1) Other coordinators like *or*, *but* and *for* are used to link phrases but not clauses.

(2) The term 'Verb Phrase' is used following Quirk et al. (1985).

(3) Downing and Locke (2002) refer to transitive predicator complements verbs as "ditransitive verbs". They include a list of these verbs in which a predicator complement is required after the direct object:

advise – allow – encourage – forbid – order – persuade – ask – force – tell – beg – get – trust – challenge – urge – enable – help.

They also give some examples:

- I challenge you to disapprove my argument.

- He advised her to see a doctor.

CHAPTER FIVE

Conclusion and Recommendations

5.1 Conclusion

Each of the two legal sub-registers has been discussed individually in terms of its distinctive linguistic features and their function. According to the features illustrated, each sub-register can be described as a matter of style in which one method of expression is preferable over the other possibilities of expressing propositions.

The predominant features identified in agreements are:

1. Complexity of sentences: which can be further sub-divided into
    a. adverbial clauses, and
    b. modification of the Head in noun phrases.
2. Modality.

In addition, one of the organisational features that has been considered in agreements is qualifications. They can be classified according to:

a. Position. For instance:

1. qualifications used in initial positions,
2. medial clause qualifications, and
3. qualifications that form discontinuous verb phrases.

b. The meaning they express. For instance:

1. qualifications functioning as textual mapping devices,
2. qualifications expressing legal means,
3. qualifications expressing legal authority, and
4. qualifications expressing temporal relations.

In the UN resolutions, the distinctive features identified are those of sentential features which include both syntactic as well as lexical choices.

The predominant textual features are:

1. Complexity of sentences, which can be further sub-divided into:
    a. adverbial clauses, and
    b. modification of the Head in noun phrases.
2. The structure of VPs, which includes the high frequency of using nonfinite VPs.
3. Lexical choices. This includes a set of restricted lexical verbs used to initiate PU clauses in the Preamble section and to initiate VPs in the Decisions section.

The comparison between the two sub-registers in the previous chapter indicates that, on the one hand, agreements and UN resolutions share some linguistic features, which can contribute to the 'legal register' in general and, on the other hand, they might differ in others and, therefore, they can be designated as varieties of the legal register.

The researcher would like to suggest that the distinctive features associated with each sub-register are related to the different communicative purpose the sub-register tends to fulfil, the setting in which it is used, the communicative event it is associated with and the professional relationship between the participants. Therefore, it can be concluded that Legal English is not a homogeneous discourse type; each analysis speaks only for itself; however, they all contribute to the legal register as a whole.

5.2 Recommendations

Legal English has been introduced quite recently at the University of Bahrain; therefore it is essential to design an efficient ESP syllabus for students of law. What forms the basis for syllabus specifications is the analysis of legal language into its various levels and the classification of features within those levels.

This research highlighted some insights about the linguistic features that need to be focused on while teaching Legal English. Particular attention should be paid to the

identification and use of complex adverbial clauses with their semantic roles and qualificational insertions. Students should also realize that the aim of using such features is to make rules clear, precise and unambiguous. In addition, considerable attention should be paid to problems resulting from discontinuities in syntax as a result of these qualificational insertions.

Other linguistic features specified for a particular sub-register such as modal auxiliaries and structures of VPs need to be taught within their contexts. The semantic roles of the modal auxiliaries frequently used should be elaborated to associate the appropriate meanings with the given text to achieve successful communication.

The previously mentioned point does not mean that the concern is to focus on the above grammatical forms in general reading materials, but they should be integrated within their legal contexts. However, this is not to be considered as the first step towards teaching legal English because the most important obstacle to understanding the legal text is not only the sentence structure employed but also the context in which the language operates. The task of the ESP teacher, therefore, is to focus on the procedure that shapes this register along with its language.

The researcher suggests stages in which an ESP teacher may follow in designing a syllabus for teaching legal English:

- At the first stage, different authentic legal texts are assigned to be read. The aim is to identify the communicative purpose of each sub-register. This can be achieved through exercises which check and/or lead to the comprehension of the texts.

- The second stage focuses mainly on providing practice in the use of appropriate language and grammatical explanations. In this stage, the teacher can make use of the distinctive features of different legal sub-registers to focus on certain textual aspects in the context.

-At the third stage, students are trained to do tasks on legal writing. This can be achieved by designing assignments in which students are asked to summarize legal texts or write simplified versions of them. This takes the student from a controlled text to a creative free writing.

The suggested stages would help students to acquire essential skills and consequently they will be able to develop areas of competence that an ESP learner needs to attain in handling the legal register. It would also increase their ability to cope with complexities of legal syntax and to handle the load of excessive information in legislative texts.

5.3 Suggestions for further studies

This research highlighted some distinctive linguistic features in two legal sub-registers only, i.e. Agreements and UN resolutions, which are considered two different forms of communication in the written legal setting. Yet, there are other sub-registers in the language of law that are worth investigation. Therefore, the researcher suggests the following:

1. Further investigation of written legal discourse but in different settings; juridical or academic, with their different forms of communications; for instance, cases and judgments within the juridical setting or journals and textbooks within the academic setting.

2. Another area of investigation is spoken legal discourse within its pedagogical, academic or professional settings.

3. Head noun modification can also be further studied in different legal sub-registers. This aspect can be considered in a separate research in which the investigation does not include noun phrases only but also modification of the predicator.

4. Another potential area for research is the investigation of the relationship of the pragmatic features that regulate the situations and their linguistic realizations.

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Appendix 1

Agreements	If - clause	In the event - clause	Unless – clause	Provided that - clause
Equipment Rental Agreement	-Lessee shall be in default under this lease **if** lessee shall: 1. Fail to pay any rent, 2. Fail to perform or observe according to its terms any covenant contained in this lease, 3. Become insolvent, 4. Commit or fail to commit any act that result in ..... **-If** lessee is in default under this lease, lessor, with or without notice to lessee, shall have the right to exercise the following remedies... **-If** any rental installment is not paid within ____ days after its due date, lessee shall pay to lessor a service charge together with any expenses incurred in collecting the late payment. **-If** any position of this lease is deemed to be invalid, it shall not affect the rest of this agreement. -Lessee shall use or permit the use of the equipment solely at the location specified in this lease or **if** none is specified at lessee's billing address set forth above. **-If** more than one lessee is named	**-In the event** either sub-section 3 or 4 is exercised, there shall be due from lessee and lessee will immediately pay to lessor..... **-In the event** of any claim concerning the location, installation, repair or use of the property, lessee's only remedy is against thee seller or manufacturer of the property.		

	in this lease, the liability shall be joint and several. -**If** lessor accepts by executing the lease below, lessee agrees to rent from lessor and lessor agrees to rent to lessee, the equipment, on all of the terms and conditions of this lease.			
Confidentiality Agreement	-**If** the Recipient or any of its Representatives are requested or required by applicable law to disclose any information, the Recipient shall promptly notify provider.... -The Recipient may, however, disclose the Information of its Representatives but only **if** such Representatives reasonably needs to know the Information in connection with the evaluation. -**If** the Recipient or any of its Representatives are compelled as a matter of law to disclose the information, the Recipient may disclose provided that the recipient shall exercise its reasonable effort to obtain an order or reasonable assurances...	- .... all Confidential Information may be deemed upon written notice **in the event** that the other party breaches any material term of this Agreement.	-This Agreement shall not be amended **unless** agreed to in writing by duly authorized representatives of the parties. -No purported variation of this Agreement shall take effect **unless** made in writing	-the Recipient may disclose **provided that** the recipient shall exercise its reasonable effort to obtain an order or reasonable assurances... -This Agreement may be terminated by either party upon thirty calendar days written notice **provided**, however, **that** this Agreement may be terminated immediately and the return.... -... both parties shall diligently continue with the execution of this Agreement in accordance with the requirements therein **provided that** it is held that such requirements are not in accordance...

Commercial Partnership Agreement	**-If** an active partner dies, the partner's estate will become an estate partner for ___ years. **-If** an advisory partner dies within ____ years of having become an advisory partner, the partner will become an estate partner for the balance of the ____ year period. -The notice shall be deemed to be sufficient **if** sent by registered mail addressed to the….. -Any active partner may at any age be required to become an advisory partner at any time **if** the [executive committee] with the approval of ___ of the other active partners shall decide that the change is for any reason in the best interests of the partnership. **-If** any partner exceeds this authority, the other partners shall have the option to take the goods or accept the contract on account of the partnership….. -… **if** any manifest error is found in an account book by any partner and …., the error shall be rectified. -Each partner shall be required to contribute a proportionate share in additional contributions **if** the	**-In the event** that an active partner becomes an advisory partner or dies, the partner or the partner's estate shall be entitled to the following payments… **-In the event** any partner shall desire to retire from the partnership, the partner shall give ___ months' notice in writing to the other partners. **- In the event** of the death of one partner, the legal representative of the deceased partner shall remain as a partner in the firm, … -The notice shall be signed by the ….or **in the event** of his or her being unable to sign at the time,..	-The principal place of business shall be at …., **unless** relocated by majority consent of the partners. -The term of this agreement shall be for ___ years, commencing on ___, and terminating on ___, **unless** sooner terminated by mutual consent of the parties or by operation of the provisions of this agreement. -… and all losses occurring in the course of the business shall be borne in the same proposition, **unless** the losses are occasioned by the willful neglect or default,.. -No partner shall compound, release or discharge any debt that shall be due or owing to the partnership, without receiving the full amount of the debt, **unless** that partner obtains the prior written consent… -and in each case shall continue as such for ___ years **unless** the partner sooner withdraws or dies.	

	fiscal year closes with an insufficiency in the capital..... -**If** any differences shall arise between or among the partners as to their rights or liabilities under this agreement, the difference shall be determined and the instrument shall be settled by..... -An active partner, after attaining the age of___ years, or prior to that age **if** the _____with the approval of.... -On the retirement of any partner, the continuing partners shall be at liberty, **if** they so desire, to retain all trade names.... -each partner shall keep one of the books and shall be bound by every account, except that **if** any manifest error is found in an account book....			
Agreement of the Storage of Goods	-**If** warehouseman accepts such goods, depositor agrees to rates and charges as may be assessed and invoiced by warehouseman as well as to all terms of this agreement. - **If,** however, depositor or holder takes delivery of the goods in lieu of transfer, no storage charge shall be made for the current storage	-**In the event** that, in violation of this agreement, goods are shipped to warehouseman as named consignee, depositor shall notify the carrier of goods in writing prior to the shipment... -**In the event** that depositor fails to notify the carrier, warehouseman shall have the right to refuse goods and shall not be	-.., no goods covered by that receipt shall be delivered or transferred on the books of warehouseman, **unless** the receipt is surrendered for cancellation or for endorsement for partial delivery. -No action may be maintained by depositor or others against warehouseman for loss or injury	

	month. - **If** goods are not removed before the end of the next succeeding storage month, warehouseman may sell them in accordance with applicable law. - **If** goods are not so removed, warehouseman may sell goods at public sale held ___ days after advertisement or posting as is required by law. -Communication services, including postage, teletype, telegram or telephone, **if** the services concern more than normal inventory reporting or **if** at the request of depositor, communication are made by… - **If** warehouseman is unable to sell goods, warehouseman may dispose of goods in any lawful manner and shall incur no liability by reason of such disposition. - **If** a transfer involves rehandling goods, such rehandling shall be subject to a charge. - **If** a negotiable receipt is lost or destroyed, delivery of goods may be made only on order of a court..	liable or responsible for any loss… **-In the event** that warehouseman, in good faith, believes that goods are about to deteriorate ….., warehouseman may specify in the notification any reasonable shorter time for removal of goods. **-In the event** that goods are a hazard to other property, to the warehouse in which goods are stored, or to any person, warehouseman may sell goods at public or private sale…. **-In the event** that warehouseman is unable because of acts of war, public enemies, seizure under legal process…, warehouseman shall not be liable for failure to carry out such instructions and goods remaining in storage shall continue to be subject to regular storage charges. **-In the event** that a negotiable warehouse receipt has been issued, no goods covered by the receipt shall be delivered or transferred… -A minimum monthly charge for each account **in the event** that depositor has several accounts…	to goods **unless** timely written claim has been given as provided in Paragraph 1….. **-Unless** otherwise agreed, the following services shall be subject to an additional charge.. -Warehouseman shall not be liable for any loss or injury to goods however caused **unless** the loss or injury results from failure by warehouseman… -.. as provided in paragraph 1 of this section and **unless** such action is commenced either within _____ months…	

	- This agreement is cancelled **if** no storage or other services are performed under this agreement for a period of ___ consecutive days.			
Indemnity Agreement				

Table (3-a)
Conditional types in Agreements

Appendix 2

Table (5-a)

Modality in Agreements

Agreements	SHALL	WILL	MAY	MUST	COULD
Equipment Rental Agreement	-shall pay -shall be due on -shall be due -shall be due -shall constitute -shall indemnify -shall reimburse -shall bear -shall realize -shall repair -shall be entitled -shall provide, maintain and pay -shall include -shall be in a form -shall contain -shall deliver -shall not assign, transfer, pledge or otherwise dispose -shall have -shall recognize -shall not assert -shall enjoy -shall use or permit -shall maintain -shall not use -shall not alter -shall not be liable -shall be no abatement -shall return -shall remain -shall have no right	-will equal -will be maintained -will pay	-may be imposed -may have -may be subject to -may assign -may assign -may have -may specify -may become -may be the purchaser -may be -may be applied -may be entered		

	-shall be and remain -shall become -shall vest -shall be -shall fail to pay -shall fail to perform -shall become -shall commit or fail -shall not constitute -shall have -shall determine -shall be due -shall be sent -shall pay -shall pay -shall restore -shall be settled -shall be held -shall be decided -shall relieve -shall not be amended, altered or changed -shall provide -shall request -shall be joint -shall not be construed -shall not affect				
Confidentiality Agreement	-shall be kept -shall safeguard -shall not contact -shall inform -shall cause -shall be responsible -shall notify -shall co-operate -shall exercise	-will not be used -will not be used -will be accorded to -will guarantee -will indemnify and hold -will not be considered	-may disclose -may disclose -may be terminated -may be demand -may be settled -may have been referred to		

	-shall be accorded -shall keep -shall not be taken -shall return -shall destroy -shall be confirmed -shall continue -shall not disclose -shall not apply -shall survive -shall survive -shall be governed -shall be referred to -shall be final -shall continue -shall pay -shall assign -shall act -shall be -shall take -shall not be amended				
Commercial Partnership Agreement	-shall be -shall be conducted -shall be -shall be -shall be classified -shall become -shall continue -shall have -shall be -shall be -shall be deemed to be -shall decide -shall be given -shall be signed -shall be served	-will become -will become -will enter	-may become -may be required to become -may become -may be attached or taken -may be agreed on		

	-shall become -shall become -shall be entitled -shall apply -shall contribute -shall be determined -shall be carried on -shall be paid out -shall be -shall buy -shall have -shall have obligated -shall enter -shall pay -shall be maintained -shall be retained -shall have -shall be -shall be made and taken -shall be written -shall keep -shall be bound by -shall have been noted -shall be rectified -shall be entitled -shall be borne -shall be made -shall arise -shall be made -shall be -shall be drawn -shall be affixed -shall be deducted -shall receive -shall be -shall desire				

	-shall give -shall pay -shall be determined -shall be resolved -shall be -shall sign and execute -shall be required -shall remain -shall not continue -shall accrue -shall hire or dismiss -shall compound, release or discharge -shall be due -shall divulge -shall not have to contribute -shall be required to contribute -shall arise -shall be determined -shall be settled -shall be final -shall appear -shall be deemed -shall advise -shall be -shall be effective				
Agreement for the Storage of Goods	-shall be -shall apply -shall apply -shall apply -shall extend -shall be -shall not be -shall be provided		-may refuse to accept -may remove -may require -may sell -may specify -may sell -may sell -may dispose	-must be presented	-could not have been avoided

	-shall be -shall be assessed -shall be delivered -shall furnish -shall notify -shall indemnify -shall have the right -shall not be -shall be given -shall incur -shall be -shall be delivered or transferred -shall not be responsible -time shall be given -shall not be liable -shall continue -shall be delivered or transferred -shall not be -shall inure		-may be delivered -may be made -may be maintained -may be given -may be cancelled		
Indemnity Agreement	-shall commence -shall continue		-may suffer		

Table (5-a)

Appendix 3

	Qualifications used at initial positions	Medial-clause qualifications	Textual mapping devices	Qualifications expressing Legal means	Qualifications expressing legal authority
Equipment Rental Agreement	*On lessor's acceptance of this lease, *On lessor's receipt of the payment specified by subsections one and two above, *On lessor's request, *Without lessor's prior written consent, *Subject to the foregoing, *At lessee's own risk, * On expiration of the lease term or on demand by lessor pursuant to section Thirteen, ..	*.., in the initial term,.. *..may **now or hereafter** be imposed or levied… *.., whether or not covered by insurance,.. *.., or to any part of,.. *.., at the sole option of lessor,.. *..shall, **at lessee's expense**, repair… *shall, **or at lessee's expense and to the satisfaction of lessor,** replace... *.., for its full replacement value,.. *.., in whole or part, … *.., but none of the obligations,… *.., at lessee's expense,.. *.., at lessee's expense,.. *.., to such place or on board such carrier packed for shipping, .. *.., and shall **<u>at all times</u>** remain, .. *.., and shall **<u>at all times</u>** be and remain,.. *.. may **now be or hereafter** become **in any manner** affixed or attached.. *.., according to its terms, *.., with or without notice to lessee, … *.., at its option,…	*Lessee shall pay the rent payments shown above, *On lessor's receipt of the payment specified by subsections one and two above,	*.., in writing,.. *.., by written notice,.. *.., except by a written agreement signed by the parties.	*.., subject to the terms and conditions of this lease. *.., in accordance with the rules of……..,… *.., in accordance with the laws of…..,….

		*.., of all notices under this agreement, .. *.., on request,.. *.., on any such late payments,.. *.., as to the treatment of this lease agreement,.. *.., regardless of cause or consequence,.. *.., *regardless the cause or consequence,* *.., concurrently or separately, and without any election of remedies to be deemed made,..			
Confidentiality Agreement	*Subject as provided in Paragraph 2 below, *As soon as possible upon the written request of provider or upon the termination of the evaluation,.. *Notwithstanding the return or destruction of any information, *For the exclusive benefit of Provider, *Failing amicable settlement, *Notwithstanding that a dispute may have been referred to arbitration,	*.., whether direct or indirectly,.. *.., subsequently to the first date of disclosure of Information hereunder, … *.., at its own expense,.. *.., in the absence of a protective order,.. *..or any of its representatives are, **in the written opinion of the Recipient's counsel addressed to the provider,** compelled as… *.., in reasonable detail,.. *.., *whether in hard or soft copies, ..* *..shall not, **without the prior approval of a senior member of the Provider Executive Management**, be taken out of... *.., through no act or omission on the part of the Recipient or any of its directors, officers, employees, agents or advisors,..	*Subject as provided in Paragraph 2 below, *The obligations of both parties shall survive this termination clause as per clause six above.	*.., in writing,.. *.., in writing,..	*.., in accordance with the Law of Bahrain.

		*..will not, **under any circumstances, whether <u>during the currency of its duties for which he was required to sign this agreement or the currency of the subject matter of this agreement</u>**, approach… *.., *with respect to the disclosure of confidential Information,..* *.., by either party,.. *.., upon written notice,.. *.., *hereby irrevocably and un conditionally,* *.., in accordance with the requirements therein,.. *.., *by either Party hereto of any breach of the terms and conditions hereof,*			
Commercial Partnership Agreement	*On the ___day of ___, commencing in ___, and on the ___day of ___in each succeeding year, *After the signature of each partner is entered, *On the retirement of any partner, *Where it shall appear to the partners that this agreement, or any terms and conditions contained in this agreement are in any way ineffective or deficient, or not expressed as originally intendedand any alteration or addition shall be deemed necessary,	*<u>.., *after attaining the age of __ years, or prior to that age if the __with the approval of __of all the other active partners determines that the reason for the change in status is bad health,..*</u> *..may, **<u>at any age</u>**, be required.. *.., *with the approval of___of the other active Partners,..* *..shall, **automatically and without further act**, become.. *.., where the partnership business shall be carried on, *.., in proportion to their original contributions,.. *.., on account of the partnership, …	*.., as provided in Article nineteen. *.., as provided in Article one. *.., as provided for in Article ten. *.., as provided in Article ten and eleven. *.., as provided in Article twenty.	*.., in writing,.. *.., in writing,.. *.., in writing,.. *.., in writing,.. *.., in writing,.. *.., by registered mail,.. *.., by registered mail,..	*.., in accordance with Article nineteen.

		*.., at all times,.. *.., during the preceding fiscal year, *.., within ___ months,.. *.., without the consent of the other partner,.. *..shall, **during the continuance of the partnership ~~or~~ for ___ years after its termination ~~by~~ any means,** divulge to… *.., acting as arbitrator,..			
Storage of Goods Agreement	*Except as provided in paragraph four of this section, *when mutually agreed on by warehouseman and depositor, *On written notice to depositor and to any other person known by warehouseman to claim an interest in goods,… *When no negotiable warehouse receipt is outstanding, *When goods are ordered out, *When goods have not been delivered,	*..,but not including,.. *.., *including but not limited to the following,..* *.., by prior arrangement, *.., including postage, teletype, or telephone, *.., at or prior to such delivery,.. *.., in violation of this agreement,.. *.., at warehouseman's expenses,.. *.., in which they are stored,.. *may, **without notice**, … *.., *in good faith*,.. *.., as a result of a quality or condition of goods of which warehouseman had no notice at the time of deposit,.. *.., after a reasonable effort,.. *.., because of loss or destruction of goods for which warehouseman is not liable, or because of any other excuse	*.., as provided in Paragraph one of this section,..	*.., in writing, prior to the shipment, with a copy of the notice sent to warehouseman,.. *.., in writing,.. .., sent by registered mail,.. * .., by mailing of a letter by registered mail,..	*.., in accordance with this provision,.. *.., in accordance with applicable law.

		provided by law,..			
Indemnity Agreement				.., in writing, within ____ days, ____ by registered or certified mail, at indemnitor's address as stated in this agreement,..	

Table (6-a)
Qualifications in Agreements

Appendix 4

(Text 1)

EQUIPMENT RENTAL AGREEMENT: Comprehensive form for the rental of equipment for a period of months

LESSEE

FULL LEGAL NAME OF LESSEE _____

DBA NAME (IF ANY) _____

BILLING ADDRESS _____

CITY _____ COUNTY _____ STATE _____ ZIP _____

PHONE ( )_____

EQUIPMENT LOCATION IF DIFFERENT THAN ABOVE _____

CITY _____ COUNTY _____ STATE _____ ZIP _____

TELEPHONE ( )_____

AUTHORIZED REPRESENTATIVE _____

TELEPHONE ( )_____

LESSOR

NAME _____

ADDRESS _____

CITY _____STATE _____ ZIP _____

SALESPERSON _____

TELEPHONE ( )_____

QUANTITY	MODEL NUMBER	EQUIPMENT DESCRIPTION/ SERIAL NUMBER

_____

_____

Equipment to be new unless otherwise noted as: Used _____

Factory Reconditioned _____

PAYMENTS INCLUDING SALES TAX

AMOUNT OF PAYMENT	PAYMENTS TO BE MADE
.....	Monthly _____;
	Quarterly _____;
	Other _____

All payments are to be made to lessor at _____ *[address]*, _____ *[city]*, _____ County, _____ *[state]*, or such other place as lessor may designate.

PREPAYMENTS AND DEPOSITS

PREPAYMENTS _____ Dollars ($_____) SECURITY DEPOSIT _____ Dollars ($_____)

Prepayment(s) equal to _____ Dollars ($_____) must accompany the lease application and will be applied to the lease. A security deposit shall be refunded to lessee within _____ days after return of the equipment at the completion of the initial term or any renewal. If the lease application is not accepted by lessor, a refund of all prepayments and deposits received by lessor will be made.

THIS LEASE CANNOT BE CANCELLED and is subject to the TERMS AND CONDITIONS contained in this agreement.

TERMS AND CONDITIONS

SECTION ONE.

TERM

The term of this lease is for _____ months and commences on the date an authorized employee of lessor executes and signs this lease. The term ends on the expiration of the number of months in the initial term after the rent commencement date.

SECTION TWO.

RENT

Lessee shall pay the rent payments shown above, the first of which shall be due on the commencement date of this lease, and subsequent payments shall be due each _____ *[month]* (or other calendar period indicated above) thereafter on a billing date established by lessor. Rent payments shall be due whether or not lessee has received any notice that such payments are due.

SECTION THREE.

CREDIT INFORMATION

Lessee certifies that the application, statements, trade references, and financial reports submitted by lessee to lessor are material inducements to the granting of this lease and that any material misrepresentation shall constitute a default under this lease.

SECTION FOUR.

INDEMNITY

Lessee shall indemnify lessor against, and hold lessor harmless from, any and all claims, actions, suits, proceedings, costs, expenses, damages, and liabilities, including reasonable attorney fees arising out of, connected with, or resulting from the property subject to this lease, including, but not limited to the manufacture, selection, delivery, use, operation, or return of such property.

SECTION FIVE.

SELECTION AND ORDERING

On lessor's acceptance of this lease, lessor agrees to order the equipment subject to the lease from the seller on the terms and conditions of the purchase order initially attached to this agreement. Lessee authorizes lessor to insert in this lease the serial numbers and other identification data of the equipment when made available to lessor. Lessee acknowledges that lessee has selected (1) the equipment and (2) the seller from whom lessor is to purchase the equipment, and lessee acknowledges that lessor is neither a manufacturer nor a merchant and has made no recommendations with respect to the seller or the equipment.

SECTION SIX.

TAXES

Lessee shall reimburse lessor for (or pay directly if instructed by lessor) all charges and taxes (local, state, and federal) that may now or hereafter be imposed or levied on the sale, purchase, ownership, leasing, or use of the equipment.

SECTION SEVEN.

LOSS OR DAMAGE

Lessee assumes and shall bear the entire risk of loss, theft, destruction, or damage of or to any part of the equipment ("loss or damage") from any cause whatsoever, whether or not covered by insurance, and no such loss shall release lessee of its obligation under this agreement in the event of loss or damage. Lessee, at the sole option of lessor, shall (a) at lessee's expense, repair the equipment to the satisfaction of lessor; or (b) at lessee's expense, and to the satisfaction of lessor, replace the equipment with similar or like equipment in good condition and repair and of comparable value, with clear title thereto in lessor; or (c) make payment to lessor the total of the amounts specified below:

A) All rental payments past due or currently owed to lessor under this lease, including unpaid taxes; and

B) All future rental payments that would accrue over the remaining term of this lease.

On lessor's receipt of the payment specified by subsections (1) and (2) above, lessee shall be entitled to whatever interest lessor may have in such equipment, as is, where is, without warranty express or implied. The parties agree that the sum of the amount required by subsections (1) and (2) will equal the total amount payable to lessor in the event of "loss or damage."

SECTION EIGHT.

INSURANCE

Lessee shall provide, maintain, and pay for (a) insurance against the loss or theft of or damage to the equipment, for its full replacement value, naming lessor as a loss payee and (b) public liability and property damage insurance naming lessor as an additional insured. Motor vehicle insurance shall include full comprehensive and collision, and insurance against liability for injury, loss, or damage to persons or property arising out of ownership, possession, or use of the equipment, to limits customarily maintained by owners of like property including no-fault coverage where applicable. The following minimum insurances will be maintained against personal injury including death and property damage for (a) stationary or moveable equipment _____ Dollars ($_____) combined single limit per occurrence or _____ Dollars ($_____) bodily injury per occurrence and _____ Dollars ($_____) property damage, (b) vehicles _____ Dollars ($_____) combined single limit per occurrence or _____ Dollars ($_____) bodily injury per person, _____ Dollars ($_____) per occurrence, and _____ Dollars ($_____) property damage. Insurance may be subject to customary deductible amounts not in excess of _____ Dollars ($_____) per incident. All insurance shall be in a form and amount and with companies satisfactory to lessor and shall contain the insurer's agreement to give _____ days' written notice to lessor before cancellation or material change of policy of insurance. On lessor's request, lessee shall deliver the policies or copies of the policies or certificates of insurance to lessor.

SECTION NINE.

ASSIGNABILITY

Without lessor's prior written consent, lessee shall not (a) assign, transfer, pledge, or otherwise dispose of this lease, the equipment, or any interest therein or (b) sublet or lend the equipment or permit it to be used by anyone other than lessee or lessee's employees.

Lessor may assign this lease or grant a subsidiary interest in the equipment in whole or part without notice to lessee, and lessor's assignee or secured party may then assign this lease or the security agreement without notice to lessee. Each such assignee or secured party shall have all the rights, but none of the obligations, of lessor under this lease. Lessee shall recognize such assignments or security agreements and shall not assert against the assignees or the secured parties any defense counterclaim or offset lessee may have against lessor. In spite of any such assignment, lessor warrants that lessee shall quietly enjoy use of the equipment, subject to the terms and conditions of this lease. Subject to the foregoing, the lease inures to the benefit of and is binding on the respective heirs, legatees, personal representatives, successors, and assigns of lessor and lessee.

SECTION TEN.

LOCATION AND MAINTENANCE

At lessee's own risk, lessee shall use or permit the use of the equipment solely at the location specified in this lease, or if none is specified, at lessee's billing address set forth above, and such equipment shall not be moved without lessor's prior written consent. Lessee, at lessee's expense, shall maintain the equipment in good repair, condition, and functional order, shall not use the equipment unlawfully, and shall not alter the equipment without lessor's prior written consent. Lessor shall not be liable for loss of profit or other consequential damages resulting from the theft, destruction, or disrepair of the equipment, and there shall be no abatement of lease payments on account of any such theft, destruction, or disrepair.

SECTION ELEVEN.

SURRENDER

On expiration of the lease term or on demand by lessor pursuant to Section Thirteen, lessee, at lessee's expense, shall return the equipment in good repair, ordinary wear and tear excepted, to such place or on board such carrier, packed for shipping, as lessor may specify.

SECTION TWELVE.

TITLE; PERSONAL PROPERTY

The equipment is, and shall at all times remain, property of lessor, and lessee shall have no right, title, or interest except as expressly set forth in this lease. The equipment is and shall at all times be and remain personal property although the equipment or any part

of it may now be or hereafter become in any manner affixed or attached to real property or any improvements. All additions or improvements to the equipment of any kind or nature made by lessee shall become component parts of the equipment, and title shall immediately vest in lessor and be governed by the terms of this lease.

SECTION THIRTEEN.

DEFAULT AND REMEDIES

A) Lessee shall be in default under this lease if lessee shall:

1) Fail to pay any rent, the payments on any other lease or indebtedness of lessee to lessor arising independently of this lease, or other amount required in this lease within _____ days after the rent becomes due and payable;

2) Fail to perform or observe according to its terms any covenant contained in this lease, or any other instrument or document executed in connection with this lease;

3) Become insolvent (however defined), cease business as a going concern, make an assignment for the benefit of creditors, or cause a petition for receiver or in bankruptcy to be filed by or against lessee (including a petition for reorganization or an arrangement); or

4) Commit or fail to commit any act that results in jeopardizing the rights of lessor or causes lessor to deem itself insecure as to its rights.

B) If lessee is in default under this lease, lessor, with or without notice to lessee, shall have the right to exercise concurrently or separately, and without any election of remedies to be deemed made, the following remedies:

1) Elect that the rental payments due be accelerated and the entire amount of rental be due immediately;

2) Terminate this lease;

3) Enter on lessee's premises and without any court order or other process of law repossess and remove the equipment, whether with or without notice to lessee; any such repossession shall not constitute a termination of this lease unless lessor so notifies lessee in writing, and lessor shall have the right, at its option, to lease the equipment to any other person or persons on such terms and conditions as lessor shall determine; or

4) Sell the equipment to the highest bidder at public or private sale, at which sale lessor may be the purchaser.

In the event either sub-section 3 or 4 is exercised, there shall be due from lessee, and lessee will immediately pay to lessor, the difference between the total amount of rentals

to be received from any third person or the purchase price at such sale, as the case may be, and the total unpaid rental provided to be paid, together with the estimated fair market value of the equipment for the original lease termination date, plus all costs and expenses of lessor in repossessing, releasing, transporting, repairing, selling, or otherwise handling the equipment.

SECTION FOURTEEN.

NOTICES AND DEMANDS

Service of all notices under this agreement shall be sent by United States registered or certified mail addressed to the party involved at its respective address set forth above or to such other address as the parties may hereafter substitute by written notice.

SECTION FIFTEEN.

FILING

Lessee, on request, agrees to execute any instrument necessary to the filing and recording of this lease agreement or the equipment. Lessee further appoints lessor its true and lawful attorney to prepare, execute, and sign any and all security agreements, financing statements, or otherwise, in order to effectuate a lien on the property subject to this lease, and to sign the name of lessee with the same force and effect as if signed by lessee, and to file such instruments at the proper location or locations.

SECTION SIXTEEN.

SERVICE CHARGE AND/OR INTEREST

If any rental installment is not paid within _____ days after its due date, lessee shall pay to lessor a service charge together with any expenses incurred in collecting the late payment. Lessee shall also pay interest on any such late payment from the due date until payment at a rate up to the maximum rate allowed by law.

SECTION SEVENTEEN.

SECURITY DEPOSIT

Any security deposit made pursuant to this lease may be applied by lessor to cure any default by lessee of any indebtedness to lessor and lessee shall promptly restore the security deposit to the full original amount.

SECTION EIGHTEEN.

TAX CONSEQUENCES

Lessor assumes no liability and makes no representation as to the treatment of this lease agreement by any federal, state, or local taxation authority.

SECTION NINETEEN.

ARBITRATION

Any controversy or claim arising out of or relating to this lease or its breach shall be settled by arbitration in accordance with the rules of _____*[specify, such as: the American Arbitration Association]*, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction. Arbitration shall be held in the City of _____, _____ County, _____*[state]*, and any question of law shall be decided in accordance with the laws of the State of _____.

SECTION TWENTY.

WARRANTIES

Lessor does not warrant the fitness, merchantability, design, condition, capacity, suitability, or performance of the property leased. Lessor makes no express or implied warranties and leases the property "as is" and "with all faults."

Warranties made by the seller and/or manufacturer of the leased equipment are assigned by lessor to lessee. In event of any claim concerning the location, installation, repair, or use of the property leased or any other claim concerning the property, regardless of cause or consequence, lessee's only remedy, if any, is against the seller or manufacturer of the property. No defect regardless the cause or consequence shall relieve lessee from performance under this lease, including rental payments.

SECTION TWENTY-ONE.

MISCELLANEOUS

This instrument constitutes the entire agreement between lessor and lessee and is irrevocable for its term and for the aggregate rentals reserved above, and it shall not be amended, altered, or changed except by a written agreement signed by the parties. Lessee shall provide lessor with such corporate resolutions, opinions of counsel, financial statements, and other documents (including UCC Financing Statements and other documents for filing or recording) as lessor shall request from time to time. If more than one lessee is named in this lease, the liability shall be joint and several. Time is of the essence of this lease. Any failure of lessor to require strict performance by lessee or any waiver by lessor of any provision of the lease shall not be construed as a consent or waiver of any other breach of the same or any other provision. If any portion of this lease is deemed to be invalid, it shall not affect the rest of this agreement. Headings or titles to the paragraphs of this lease are solely for the convenience of the parties and not an aid to the interpretation of this agreement.

Lessee applies to lessor for a lease of the above-described property for commercial purposes and agrees that this lease is not to be construed as a consumer contract. If lessor accepts by executing the lease below, lessee agrees to rent from lessor and lessor agrees to rent to lessee, the equipment, on all of the terms and conditions of this lease.

Lessee certifies that all credit and financial information submitted is true and correct and authorizes lessor or any prospective creditor to investigate lessee's credit worthiness and disclose information and investigation results to each other.

In witness whereof, each party has caused this agreement to be executed on the date indicated below.

_____	_____
[Date]	*[Signature]*
	_____
	[Title]
_____	_____
[Date]	*[Signature]*
	_____
	[Title]

(Text 2)

CONFIDENTIALITY AGREEMENT

THIS AGREEMENT, dated this ____ day of _____ 200-.

BETWEEN:

_____,
_____,
_____,
_____
(The "Recipient")

AND:

_____,
_____,
_____,
_____
(The "Provider")

RE:

_____
—

Provider is prepared to furnish the Recipient with certain information that either is confidential or otherwise is not generally available to the public in order that the Recipient may carry out evaluation and due diligence work on the project in order to assess participation in the project mentioned above hereinafter referred to as the "evaluation". Nothing contained in this Agreement is, or is intended to be, a commitment on the part of either of the two parties to enter into any other form of agreement other than this, unless the two parties choose to do so at any later stage. The information so supplied to the Recipient, together with the analyses, compilations, studies or other documents provided to or prepared by/for its directors, officers, employees, agents, or representatives (including, but without limitation, members of staff, translators, accountants, attorneys, consultants and financial advisers) (collectively, "Representatives") of the Recipient, or any affiliate of the Recipient, is hereafter referred to as the "Information".

As a condition precedent to, and in consideration of, Provider furnishing Recipient with the Information, the Recipient hereby agrees as follows:

1. ***Non-disclosure of Information***:

Subject as provided in paragraph 2 below the "Information" shall be kept confidential by the Recipient, it will not be used by the Recipient in any way detrimental to the project and will not be used otherwise than in connection with the evaluation. The Recipient shall safeguard the Information from unauthorised disclosure and shall not contact any market counterparties ("Counterparties") whether direct or indirectly in connection with the project without the prior written permission Of the Provider. The Recipient may, however, disclose the Information to its Representatives, but only if such Representatives reasonably needs to know the Information in connection with the evaluation The Recipient shall (i) inform each such Representatives of the confidential nature of the Information and this agreement, (ii) cause each such Representative to treat the Information confidentially and not use it otherwise than in connection with the evaluation (iii) cause each such Representative to comply with the undertaking in the second sentence of this paragraph 1 and (iv) be responsible for any improper use of the Information by the Recipient or any such Representatives (including, but without limitation, Representatives who, subsequently to the first date of disclosure of Information hereunder, become former Representatives).

2. ***Notice Preceding Compelled Disclosure***

If the Recipient or any of its Representatives are requested or required by applicable law to disclose any Information, the Recipient shall promptly notify Provider, to permit Provider to seek a protective order to take other appropriate action. The Recipient shall also co-operate at its own expense, to be reimbursed by Provider, in the efforts of the Provider to obtain a protective order or other reasonable assurance that confidential treatment will be accorded to the Information. If, in the absence of a protective order, the Recipient or any of its Representatives are, in the written opinion of the Recipient's counsel addressed to the Provider, compelled as a matter of law to disclose the Information, the Recipient may disclose, but only to the extent required by applicable law, and only the part of the Information as is required by law to be disclosed; provided that the Recipient shall exercise its reasonable efforts to obtain an order or reasonable assurances that confidential treatment shall be accorded to such Information.

3. ***Notice of Information***

The Recipient shall keep a record (in hard and soft copies) in reasonable detail of the Information furnished to it and of the location of the Information. Such information whether in hard or soft copies shall not without the prior approval of a senior member of the Provider Executive Management be taken out of the Provider premises. As soon as possible upon the written request of Provider or upon the

termination of the evaluation, the Recipient shall return to Provider all written Information which has been provided to the Recipient and shall destroy (or, at the option of Provider, return to Provider) all hard and soft copies, reproductions & written documentation prepared by the Recipient or its Representatives based in whole or in part on any Information. Such destruction (or return) shall be confirmed by the Recipient in writing to Provider. Notwithstanding the return or destruction of any Information, The Recipient shall continue to be bound by its obligations of confidentiality and other obligations hereunder, and shall not disclose nor use the information with any one but Provider.

4. ***Public Information***

The obligations set forth herein shall not apply to the extent that;

(a) Any such Information was known to the Recipient prior to its receipt from Provider otherwise than as a result of the breach of any obligation of confidentiality;

(b) Such Information was generally available to the trade or to the public prior to its receipt from Provider.

(c) Such Information, through no act or omission on the part of the Recipient or any of its directors, officers, employees, agents or advisors, hereafter becomes Information generally available to the trade or to the public.

(d) Such Information was received in good faith by the Recipient from any third party without breach of any obligations of confidentiality on the recipient's part or on the part of any of its Representatives.

5. ***Non Competition and Restriction of Dealings***:

The Recipient will guarantee to the Provider that it will not under any circumstances whether during the currency of its duties for which he was required to sign this Agreement or the currency of the subject matter of this Agreement, approach any and all third parties involved with the Provider as far as the subject matter of this Agreement is concerned, with a view of distracting and/or taking away the business or any portions thereof or competing with the Provider in any case that may be.

6. ***Validity of this agreement***:

The obligations of this Agreement with respect to the disclosure of Confidential Information shall survive for a period of five (5) calendar years from the date of

this Agreement or for as long as the Provider or the Recepient are commercially using the Confidential Information, whichever is longer.

7. ***Termination :***

This Agreement may be terminated by either party upon thirty (30) calendar days prior written notice provided, however, that this Agreement may be terminated immediately and the return of all Confidential Information may be demanded upon written notice in the event that the other party breaches any material term of this Agreement, is declared bankrupt, creates or permits an assignment for the benefit of its creditors, is dissolved, or ownership and control of the said party is transferred to a third party. The obligations of both parties shall survive this termination clause as per Clause 6 above.

8. ***Miscellaneous:***

i) This agreement shall be governed by and construed in accordance with the Laws of Bahrain. For the exclusive benefit of Provider, the Recipient hereby irrevocably and unconditionally submits to the jurisdiction of the courts of Bahrain.

ii) All disputes, differences or questions between the parties to this Agreement with respect to any matter arising out of or relating to this Agreement may be settled amicably between the parties. Failing amicable settlement, the same shall be referred to arbitration under the rules and procedures set out in the Charter and Arbitral Rules of Procedure of the G.C.C. Commercial Arbitration Centre. The award resulting from such arbitration shall be final and binding on the parties. Notwithstanding that a dispute may have been referred to arbitration both parties shall diligently continue with the execution of this Agreement in accordance with the requirements therein provided that if it is held that such requirements are not in accordance with this Agreement either party shall pay to the other party such sum as may be reasonable for complying therewith.

iii) The parties agree they will indemnify and hold harmless the other party from all direct losses and damages, causes of action and legal fees incurred by the other party arising from the breach of this Agreement by the party causing the breach.

iv) Neither of the parties shall assign any of their obligations under this Agreement without the prior written consent of the other party

v) The waiver by either party hereto of any breach of the terms and conditions hereof will not be considered a modification of any provision of this Agreement or any other agreement or contract between the parties, nor shall such a waiver act to bar the enforcement of any subsequent breach of this Agreement or any

other agreement or contract between the parties. No delay, neglect or forbearance on the part of one party in enforcing against the other party any term or condition of this Agreement, shall either be or be deemed to be a waiver or in any way prejudice any right of that party under this Agreement

vi) No purported variation of this Agreement shall take effect unless made in writing and signed by an authorised representative of each party.

9. ***Entire Agreement***:

The foregoing clauses comprise the entire agreement between the parties and supersede any prior oral or written agreements, and commitments, understandings, or communications with respect to the subject matter of this Agreement. This Agreement shall not be amended unless agreed to in writing by duly authorised representatives of the parties.

Signed for and on behalf of

_____

By: _____
Name : _____
Title: _____

Signed for and on behalf of

_____

By: _____
Name: _____
Title: _____

(Text 3)

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AGREEMENT FOR THE STORAGE OF GOODS: General form of a storage agreement with a warehouse company

STORAGE AGREEMENT

Agreement made _____*[date]*, between _____*[warehouse company]*, a corporation organized and existing under the laws of _____*[state]*, with its principal office located at _____*[address]*, _____*[city]*, _____ County, _____*[state]*, referred to as warehouseman, and _____, a corporation organized and existing under the laws of _____*[state]*, with its principal office located at _____*[address]*, _____*[city]*, _____ County, _____*[state]*, referred to as depositor.

In consideration of the mutual covenants contained in this agreement, the parties agree as follows:

SECTION ONE.

RATES FOR STORAGE AND HANDLING

Depositor engages warehouseman to perform, and warehouseman agrees to perform, storage and handling of the following merchandise, referred to in this agreement as goods, at the following rates, as required by depositor in the course of its business during the term of this agreement:

Goods	Type of Container	Size	Gross Weight	Storage Rate Per Month	Handling In & Out Rate

SECTION TWO.

TERM OF AGREEMENT

This agreement shall be operative for a period of _____ months, commencing _____ *[date]*, and ending _____ *[date]*.

SECTION THREE.

STORAGE OF GOODS

1. All charges for storage are per _____ *[package or other agreed unit]* per month.

2. Storage charges become applicable on the date that warehouseman accepts care, custody, and control of goods, regardless of the unloading date or the date of issue of any warehouse receipt.

3. Except as provided in paragraph 4 of this section, a full month's storage charge shall apply on all goods received between the first and the fifteenth, inclusive, of a calendar month; one-half month's storage charge shall apply on all goods received between the sixteenth and last day, inclusive, of a calendar month; and a full month's storage charge shall apply to all goods in storage on the first day of the next and succeeding calendar months. All such storage charges are due and payable on the first day of storage for the initial month and thereafter on the first day of the calendar month.

4. When mutually agreed on by warehouseman and depositor, a storage month shall extend from a date in one calendar month to, but not including, the same date of the next and all succeeding months. All storage charges are due and payable on the first day of the storage month.

SECTION FOUR.

HANDLING OF GOODS

1. The handling rates set forth in Section One cover the ordinary labor involved in receiving goods at the warehouse door, placing goods in storage, and returning goods to the warehouse door. Handling charges are due and payable on receipt of goods.

2. Unless otherwise agreed, the following services shall be subject to an additional charge:

    a. Labor for unloading and loading goods.

    b. Receipt and handling of damaged goods.

    c. Unloading from or loading into cars or other vehicles not at the warehouse door.

    d. Labor and materials used in loading rail cars or other vehicles.

    e. Handling of goods ordered out in quantities less than in which received.

3. Warehouseman shall not be liable for demurrage, delays in unloading inbound cars, or delays in obtaining and loading cars for outbound shipment unless warehouseman has failed to exercise reasonable care.

SECTION FIVE.

SPECIAL SERVICES

Special services, including but not limited to the following, shall be provided by warehouseman to depositor subject to additional charge:

1. Warehouse labor required for services other than ordinary handling and storage.
2. Receipt or delivery of goods, by prior arrangement, in other than usual business hours.
3. Provision of dunnage, bracing, packing materials, or other special supplies.
4. Communication services, including postage, teletype, telegram, or telephone, if the services concern more than normal inventory reporting or if, at the request of depositor, communications are made by other than regular United States mail.
5. Compiling of special stock statements.
6. Reporting marked weights, serial numbers, or other data from packages.
7. Physical check of goods.
8. Handling transit billing.

SECTION SIX.

BONDED STORAGE

Storage of merchandise in bond shall be subject to a charge in addition to regular rates.

SECTION SEVEN.

MINIMUM CHARGES

Minimum charges shall be assessed as follows:

1. A minimum storage charge per month.
2. A minimum handling charge per lot.
3. A minimum monthly charge for each account in the event that depositor has several accounts, each requiring separate records and billing.
4. A minimum charge per mark, brand, or variety, when a warehouse receipt covers more than one lot or when a lot is in assortment.

SECTION EIGHT.

TENDER FOR STORAGE

All goods for storage shall be delivered at warehouseman's warehouse at _____ *[address]* _____ *[city]*, _____ County, _____ *[state]*, properly marked and packaged for handling. Depositor shall furnish at or prior to such delivery a manifest showing marks, brands, or sizes to be kept and accounted for separately, and the class of storage and other services desired.

SECTION NINE.

SHIPPING OF GOODS

Depositor covenants and agrees not to ship goods to warehouseman as the named consignee. In the event that, in violation of this agreement, goods are shipped to warehouseman as named consignee, depositor shall notify the carrier of goods in writing prior to the shipment, with a copy of the notice sent to warehouseman, that warehouseman is a warehouseman and has no beneficial title or interest in goods. Further, depositor shall indemnify warehouseman against any and all claims for unpaid transportation charges, including under charges, demurrage, detention charges, or charges of any other nature, in connection with goods so shipped. In the event that depositor fails to notify the carrier in accordance with this provision, warehouseman shall have the right to refuse goods and shall not be liable or responsible for any loss, injury, or damage to goods.

SECTION TEN.

REFUSAL OF GOODS

Warehouseman may refuse to accept goods tendered for storage or other services that do not conform to the description contained in this agreement. If warehouseman accepts such goods, depositor agrees to rates and charges as may be assessed and invoiced by warehouseman as well as to all terms of this agreement.

SECTION ELEVEN.

MOVING OF GOODS

1. Warehouseman reserves the right to move, at warehouseman's expense, _____ days after notice sent by _____*[registered]* mail to depositor or to the last known holder of a negotiable warehouse receipt covering such goods, any goods in storage from the warehouse in which they may be stored to any other of warehouseman's warehouses. If, however, depositor or holder takes delivery of the goods in lieu of transfer, no storage charge shall be made for the current storage month.

2. Warehouseman may, without notice, move goods within the warehouse in which they are stored.

SECTION TWELVE.

TERMINATION OF STORAGE

1. On written notice to depositor and to any other person known by warehouseman to claim an interest in goods, warehouseman may require the removal of any goods by the end of the next succeeding storage month. Notice shall be given to the last known place of business or residence of the person to be notified. If goods are not removed before the end of the next succeeding storage month, warehouseman may sell them in accordance with applicable law.

2. In the event that warehouseman, in good faith, believes that goods are about to deteriorate or decline in value to less than the amount of warehouseman's lien before the end of the next succeeding storage month, warehouseman may specify in the notification any reasonable shorter time for removal of goods. If goods are not so removed, warehouseman may sell goods at public sale held _____ days after advertisement or posting as is required by law.

3. In the event that, as a result of a quality or condition of goods of which warehouseman had no notice at the time of deposit, goods are a hazard to other property, to the warehouse in which goods are stored, or to any person, warehouseman may sell goods at public or private sale without advertisement on reasonable notification to all persons known to claim an interest in goods. If warehouseman, after a reasonable effort, is unable to sell goods, warehouseman may dispose of goods in any lawful manner and shall incur no liability by reason of such disposition.

SECTION THIRTEEN.

TRANSFER BY DEPOSITOR

Instructions by depositor to warehouseman to transfer goods on the books of warehouseman are not effective until delivered to and accepted by warehouseman, and all charges up to the time transfer is made are chargeable to depositor. If a transfer involves rehandling goods, such rehandling shall be subject to a charge.

SECTION FOURTEEN.

DELIVERY OF GOODS

1. Goods shall be delivered or transferred only on receipt by warehouseman of complete instructions properly signed by depositor. When no negotiable warehouse receipt is outstanding, goods may also be delivered on instructions over the telephone in accordance with a prior written authorization, but warehouseman shall not be responsible for loss or error occasioned by such delivery.

2. When goods are ordered out, a reasonable time shall be given warehouseman to carry out instructions. In the event that warehouseman is unable because of acts of God, war, public enemies, seizure under legal process, strikes, lockouts, riots, or any other reason beyond warehouseman's control, because of loss or destruction of goods for which warehouseman is not liable, or because of any other excuse provided by law, warehouseman shall not be liable for failure to carry out such instructions, and goods remaining in storage shall continue to be subject to regular storage charges.

3. In the event that a negotiable warehouse receipt has been issued, no goods covered by that receipt shall be delivered, or transferred on the books of warehouseman, unless the receipt, properly endorsed, is surrendered for cancellation or for endorsement of partial delivery. If a negotiable receipt is lost or destroyed, delivery of goods may be made only on order of a court of competent jurisdiction and the posting of security approved by the court.

SECTION FIFTEEN.

LIABILITY OF WAREHOUSEMAN

1. WAREHOUSEMAN SHALL NOT BE LIABLE FOR ANY LOSS OR INJURY TO GOODS HOWEVER CAUSED UNLESS THE LOSS OR INJURY RESULTS FROM FAILURE BY WAREHOUSEMAN TO EXERCISE SUCH CARE IN REGARD TO GOODS AS A REASONABLY CAREFUL MAN WOULD EXERCISE UNDER LIKE CIRCUMSTANCES, AND WAREHOUSEMAN IS NOT LIABLE FOR DAMAGES THAT COULD NOT HAVE BEEN AVOIDED BY THE EXERCISE OF SUCH CARE.

2. GOODS ARE NOT INSURED BY WAREHOUSEMAN AGAINST LOSS OR INJURY HOWEVER CAUSED.

3. DEPOSITOR DECLARES THAT DAMAGES ARE LIMITED TO _____ DOLLARS ($_____).

SECTION SIXTEEN.

NOTICE OF CLAIM; FILING OF SUIT

1. Claims by depositor and all other persons must be presented in writing to warehouseman within a reasonable time, and in no event later than either _____ days after delivery of goods by warehouseman or _____ days after depositor or the last known holder of a negotiable warehouse receipt issued for goods is notified by warehouseman that loss or injury to all or any part of goods has occurred, whichever time is shorter.

2. No action may be maintained by depositor or others against warehouseman for loss or injury to goods unless timely written claim has been given as provided in paragraph 1 of this section and unless such action is commenced either within _____ months after the date of delivery by warehouseman or within _____ months after depositor or the last known holder of a negotiable warehouse receipt is notified that loss or injury to all or any part of goods has occurred, whichever time is shorter.

3. When goods have not been delivered, notice may be given of known loss or injury to goods by mailing of a letter by _____ _____*[registered]* mail to depositor or to the last known holder of a negotiable warehouse receipt issued for goods.

SECTION SEVENTEEN.

CANCELLATION OF AGREEMENT

This agreement may be canceled by either warehouseman or depositor on _____ days' written notice and is canceled if no storage or other services are performed under this agreement for a period of _____ consecutive days.

SECTION EIGHTEEN.

EFFECT OF AGREEMENT

The rights and liabilities set forth in this agreement shall inure to the benefit of, and be binding on, warehouseman and depositor and their respective heirs, executors, administrators, successors, and assigns.

In witness whereof, warehouseman and depositor have executed this agreement at _____ *[designate place of execution]* on _____ *[date]*.

_____

_____

[Signatures]

(Text 4)

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COMMERCIAL PARTNERSHIP AGREEMENT: General form documenting an agreement to form a partnership

PARTNERSHIP AGREEMENT

Partnership agreement made on _____*[date]*, between _____*[A.B.]*, of _____*[address]*, _____*[city]*, _____ County, _____*[state]*, and _____*[C.D.]*, of _____*[address]*, _____*[city]*, _____ County, _____*[state]* ("partners").

RECITALS

A. Partners desire to join together for the pursuit of common business goals.

B. Partners have considered various forms of joint business enterprises for their business activities.

C. Partners desire to enter into a partnership agreement as the most advantageous business form for their mutual purposes.

In consideration of the mutual promises contained in this agreement, partners agree as follows:

ARTICLE ONE.

NAME, PURPOSE, AND DOMICILE

The name of the partnership shall be _____. The partnership shall be conducted for the purposes of _____. The principal place of business shall be at _____*[address]*, _____*[city]*, _____ County, _____*[state]*, unless relocated by majority consent of the partners.

ARTICLE TWO.

DURATION OF AGREEMENT

The term of this agreement shall be for _____ years, commencing on _____*[date]*, and terminating on _____*[date]*, unless sooner terminated by mutual consent of the parties or by operation of the provisions of this agreement.

ARTICLE THREE.

CLASSIFICATION AND PERFORMANCE BY PARTNERS

A. Partners shall be classified as active partners, advisory partners, or estate partners.

An active partner may voluntarily become an advisory partner, may be required to become one irrespective of age, and shall automatically become one after attaining the age of _____ years, and in each case shall continue as such for _____ years unless the partner sooner withdraws or dies.

If an active partner dies, the partner's estate will become an estate partner for _____ years. If an advisory partner dies within _____ years of having become an advisory partner, the partner will become an estate partner for the balance of the _____-year period.

Only active partners shall have any vote in any partnership matter.

At the time of the taking effect of this partnership agreement, all the partners shall be active partners except _____ and _____, who shall be advisory partners.

A. An active partner, after attaining the age of _____ years, or prior to that age if the _____*[executive committee or as the case may be]* with the approval of _____*[two-thirds or as the case may be]* of all the other active partners determines that the reason for the change in status is bad health, may become an advisory partner at the end of any calendar month on giving _____*[number]* calendar months' prior notice in writing of the partner's intention to do so. The notice shall be deemed to be sufficient if sent by registered mail addressed to the partnership at its principal office at _____*[address]*, _____*[city]*, _____ County, _____*[state]* not less than _____*[number]* calendar months prior to the date when the change is to become effective.

B. Any active partner may at any age be required to become an advisory partner at any time if the _____*[executive committee or as the case may be]* with the approval of _____*[two-thirds or as the case may be]* of the other active partners shall decide that the change is for any reason in the best interests of the partnership, provided notice of the decision shall be given in writing to the partner. The notice shall be signed by the _____*[chairman or as the case may be]* of the _____*[executive committee or as the case may be]* or, in the event of his or her being unable to sign at the time, by another member of the

_____*[executive committee or as the case may be]*. The notice shall be served personally on the partner required to change his or her status, or mailed by registered mail to the partner's last known address. Change of the partner's status shall become effective as of the date specified in the notice.

C. Every active partner shall automatically and without further act become an advisory partner at the end of the fiscal year in which the partner's _____ birthday occurs.

D. In the event that an active partner becomes an advisory partner or dies, the partner or the partner's estate shall be entitled to the following payments at the following times: _____*[describe]*.

Each active partner shall apply all of the partner's experience, training, and ability in discharging the partner's assigned functions in the partnership and in the performance of all work that may be necessary or advantageous to further the business interests of the partnership.

ARTICLE FOUR.

CONTRIBUTION

Each partner shall contribute $_____ on or before _____*[date]* to be used by the partnership to establish its capital position. Any additional contribution required of partners shall only be determined and established in accordance with Article Nineteen.

ARTICLE FIVE.

BUSINESS EXPENSES

The rent of the buildings where the partnership business shall be carried on, and the cost of repairs and alterations, all rates, taxes, payments for insurance, and other expenses in respect to the buildings used by the partnership, and the wages for all persons employed by the partnership are all to become payable on the account of the partnership. All losses incurred shall be paid out of the capital of the partnership or the profits arising from the partnership business, or, if both shall be deficient, by the partners on a pro rata basis, in proportion to their original contributions, as provided in Article Nineteen.

ARTICLE SIX.

AUTHORITY

No partner shall buy any goods or articles or enter into any contract exceeding the value of $_____ without the prior consent in writing of the other partners. If any partner exceeds this authority, the other partners shall have the option to take the goods or accept the contract on account of the partnership or to let the goods remain the sole property of the partner who shall have obligated himself or herself.

ARTICLE SEVEN.

SEPARATE DEBTS

No partner shall enter into any bond, or become surety or cosigner, or provide security for any person, partnership, or corporation, or knowingly condone anything by which the partnership property may be attached or taken in execution, without the prior written consent of the other partners.

Each partner shall punctually pay the partner's separate debts and indemnify the other partners and the capital and property of the partnership against the partner's separate debts and all expenses relating to such separate debts.

ARTICLE EIGHT.

BOOKS AND RECORDS

Books of account shall be maintained by the partners, and proper entries made in the books of all sales, purchases, receipts, payments, transactions, and property of the partnership. The books of account and all records of the partnership shall be retained at the principal place of business as specified in Article One. Each partner shall have free access at all times to all books and records maintained relative to the partnership business.

ARTICLE NINE.

ACCOUNTING

The fiscal year of the partnership shall be from _____*[month and day]* to _____*[month and day]* of each year. On the _____ day of _____*[month]*, commencing in _____*[year]*, and on the _____ day of _____*[month]* in each succeeding year, a general accounting shall be made and taken by the partners of all sales, purchases, receipts, payments, and transactions of the partnership during the preceding fiscal year, and of all the capital property and current liabilities of the partnership. The general accounting shall be written in the partnership account books and signed in each book by each partner immediately after it is completed. After the signature of each partner is entered, each partner shall keep one of the books and shall be bound by every account, except that if any manifest error is found in an account book by any partner and shown to the other partners within _____ months after the error shall have been noted by all of them, the error shall be rectified.

ARTICLE TEN.

DIVISION OF PROFITS AND LOSSES

Each partner shall be entitled to _____% of the net profits of the business, and all losses occurring in the course of the business shall be borne in the same proportion, unless the losses are occasioned by the willful neglect or default, and not the mere

mistake or error, of any of the partners, in which case the loss so incurred shall be made good by the partner through whose neglect or default the losses shall arise. Distribution of profits shall be made on the _____ day of _____*[month]* each year.

ARTICLE ELEVEN.

ADVANCE DRAWS

Each partner shall be at liberty to draw out of the business in anticipation of the expected profits any sums that may be mutually agreed on, and the sums are to be drawn only after there has been entered in the books of the partnership the terms of agreement, giving the date, the amount to be drawn by the respective partners, the time at which the sums shall be drawn, and any other conditions or matters mutually agreed on. The signatures of each partner shall be affixed on the books of the partnership. The total sum of the advanced draw for each partner shall be deducted from the sum that partner is entitled to under the distribution of profits as provided for in Article Ten.

ARTICLE TWELVE.

SALARY

No partner shall receive any salary from the partnership, and the only compensation to be paid shall be as provided in Articles Ten and Eleven.

ARTICLE THIRTEEN.

RETIREMENT

In the event any partner shall desire to retire from the partnership, the partner shall give _____ months' notice in writing to the other partners. The continuing partners shall pay to the retiring partner at the termination of the _____ months' notice the value of the interest of the retiring partner in the partnership. The value shall be determined by a closing of the books and a rendition of the appropriate profit and loss, trial balance, and balance sheet statements. All disputes arising from such determination shall be resolved as provided in Article Twenty.

ARTICLE FOURTEEN.

RIGHTS OF CONTINUING PARTNERS

On the retirement of any partner, the continuing partners shall be at liberty, if they so desire, to retain all trade names designating the firm name used. Each of the partners shall sign and execute any assignments, instruments, or papers that shall be reasonably required for effectuating an amicable retirement.

ARTICLE FIFTEEN.

DEATH OF PARTNER

In the event of the death of one partner, the legal representative of the deceased partner shall remain as a partner in the firm, except that the exercise of this right on the part of the representative of the deceased partner shall not continue for a period in excess of _____ months, even though under the terms of this agreement a greater period of time is provided before the termination of this agreement. The original rights of the partners shall accrue to their heirs, executors, or assigns.

ARTICLE SIXTEEN.

EMPLOYEE MANAGEMENT

No partner shall hire or dismiss any person in the employment of the partnership without the consent of the other partners, except in cases of gross misconduct by the employee.

ARTICLE SEVENTEEN.

RELEASE OF DEBTS

No partner shall compound, release, or discharge any debt that shall be due or owing to the partnership, without receiving the full amount of the debt, unless that partner obtains the prior written consent of the other partners to the discharge of the indebtedness.

ARTICLE EIGHTEEN.

COVENANT AGAINST REVEALING TRADE SECRETS

No partner shall, during the continuance of the partnership or for _____ years after its termination by any means, divulge to any person not a member of the firm any trade secret or special information employed in or conducive to the partnership business and which may come to the partner's knowledge in the course of this partnership, without the consent in writing of the other partners, or of the other partners' heirs, administrators, or assigns.

ARTICLE NINETEEN.

ADDITIONAL CONTRIBUTIONS

The partners shall not have to contribute any additional capital to the partnership to that required under Article Four, except as follows: (1) each partner shall be required to contribute a proportionate share in additional contributions if the fiscal year closes with an insufficiency in the capital account or profits of the partnership to meet current

expenses; or (2) the capital account falls below $_____ for a period of _____ months.

ARTICLE TWENTY.

ARBITRATION

If any differences shall arise between or among the partners as to their rights or liabilities under this agreement, or under any instrument made in furtherance of the partnership business, the difference shall be determined and the instrument shall be settled by _____*[name of arbitrator],* acting as arbitrator, and the decision shall be final as to the contents and interpretations of the instrument and as to the proper mode of carrying the provision into effect.

ARTICLE TWENTY-ONE.

ADDITIONS, ALTERATIONS, OR MODIFICATIONS

Where it shall appear to the partners that this agreement, or any terms and conditions contained in this agreement, are in any way ineffective or deficient, or not expressed as originally intended, and any alteration or addition shall be deemed necessary, the partners will enter into, execute, and perform all further deeds and instruments as their counsel shall advise. Any addition, alteration, or modification shall be in writing, and no oral agreement shall be effective.

The parties have executed this agreement at _____*[designate place of execution]* the day and year first above written.

_____

_____

[Signatures]

(Text 5)

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INDEMNITY AGREEMENT: General form of an agreement to indemnify another from liability as a result of claims arising from a specified event

Agreement made _____*[date]*, between _____*[name]*, of _____*[address]*, _____*[city]*, _____ County, _____*[state]*, here referred to as indemnitor, and _____*[name]*, of _____*[address]*, _____*[city]*, _____ County, _____*[state]*, here referred to as indemnitee.

In consideration of the sum of _____ Dollars ($_____), and other good and valuable consideration, receipt of which is acknowledged, the parties agree as follows:

SECTION ONE.

LIABILITY, LOSS, OR DAMAGE

Indemnitor undertakes to indemnify indemnitee from any and all liability, loss, or damage indemnitee may suffer as a result of claims, demands, costs, or judgments against indemnitee arising from _____*[set forth facts resulting in need for indemnity]*.

SECTION TWO.

DURATION

Indemnity under this agreement shall commence on _____ *[the date of execution hereof or* _____ *(date)]*, and shall continue in full force until _____ (date) *[or indicate terminating event or condition]*.

SECTION THREE.

REQUIREMENT OF NOTICE TO INDEMNITOR

Indemnitee agrees to notify indemnitor in writing, within _____ days, by registered or certified mail, at indemnitor's address as stated in this agreement, of any claim made against indemnitee on the obligations indemnified against.

In witness whereof, the parties have executed this agreement at _____ *[designate place of execution]* the day and year first above written.

_____

_____

[Signatures]

Appendix 5

(Text 1)

United Nations S/RES/1619 (2005)

Security Council

Distr.: General
11 August 2005

Resolution 1619 (2005)

Adopted by the Security Council at its 5247th meeting, on 11 August 2005

The Security Council,

Recalling all its previous relevant resolutions on Iraq, in particular 1500 (2003) of 14 August 2003, 1546 (2004) of 8 June 2004, and 1557 (2004) of 12 August 2004,

Reaffirming the independence, sovereignty, unity and territorial integrity of Iraq,

Recalling the establishment of the United Nations Assistance Mission for Iraq (UNAMI) on 14 August 2003, and extended on 12 August 2004, and reaffirming that the United Nations should play a leading role in assisting the efforts of the Iraqi people and Government in developing institutions for representative government, and in promoting national dialogue and unity,

Stressing that this Iraqi national dialogue, which UNAMI should assist, is crucial for Iraq's political stability and unity,

Taking note of the letter dated 3 August 2005 from the Secretary-General addressed to the President of the Security Council (S/2005/509),

1. *Decides* to extend the mandate of the United Nations Assistance Mission for Iraq (UNAMI) for another period of twelve months from the date of this resolution;

2. *Expresses* its intention to review the mandate of UNAMI in twelve months or sooner, if requested by the Government of Iraq;

3. *Decides* to remain seized of the matter.

05-45782 (E)
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(Text 2)

United Nations S/RES/1589 (2005)

Security Council

Distr.: General
24 March 2005

Resolution 1589 (2005)

Adopted by the Security Council at its 5148th meeting, on 24 March 2005

The Security Council,

Recalling its previous resolutions on Afghanistan, in particular its resolution 1536 (2004) of 26 March 2004 extending the mandate of the United Nations Assistance Mission in Afghanistan (UNAMA) through 26 March 2005,

Reaffirming its strong commitment to the sovereignty, independence, territorial integrity and national unity of Afghanistan,

Welcoming once again the successful holding of the presidential election on 9 October 2004,

Recognizing the urgent need to tackle the ongoing challenges in Afghanistan, including the fight against narcotics, the lack of security in certain areas, terrorist threats, comprehensive nationwide disarmament, demobilization and reintegration of the Afghan Militia Forces and disbandment of illegal armed groups, timely preparation for the parliamentary, provincial and district elections, development of Afghan Government institutions, acceleration of justice sector reform, promotion and protection of human rights, and economic and social development,

Reaffirming in this context its continued support for the implementation of the provisions of the Bonn Agreement of 5 December 2001, and of the Berlin Declaration of 1 April 2004 including its annexes, and *pledging* its continued support thereafter for the Government and people of Afghanistan as they rebuild their country, strengthen the foundations of a constitutional democracy and assume their rightful place in the community of nations,

Recalling and emphasizing the importance of the Kabul Declaration of 22 December 2002 on Good-Neighbourly Relations (S/2002/1416), and *encouraging* all States concerned to continue to follow up on the Kabul Declaration and the Declaration on Trade, Transit and Inward Investment signed in Dubai in September 2003,

Expressing its appreciation and strong support for the ongoing efforts of the Secretary-General and his Special Representative for Afghanistan, and *stressing* the central and impartial role that the United Nations continues to play in promoting peace and stability in Afghanistan,

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1. *Welcomes* the report of the Secretary-General of 18 March 2005 (S/2005/183);

2. *Decides* to extend the mandate of UNAMA for an additional period of 12 months from the date of adoption of this resolution;

3. *Stresses* the importance of urgently establishing a framework for the holding at the earliest possible date of free and fair elections, *welcomes* in this regard the announcement of the Joint Electoral Management Body that elections for the lower house of the parliament (*Wolesi Jirga*) and provincial councils will be held on 18 September 2005, *calls upon* UNAMA to continue to provide necessary support in order to facilitate timely elections with the broadest possible participation, and *urges* the donor community to promptly make available the necessary financial support based on that framework, in close coordination with the Government of Afghanistan and UNAMA, and to consider contributing to electoral observer missions;

4. *Stresses* the importance of security for the credible parliamentary, provincial and district elections, and to this end *calls upon* Member States to contribute personnel, equipment and other resources to support the expansion of the International Security Assistance Force and the establishment of provincial reconstruction teams in other parts of Afghanistan, and to coordinate closely with UNAMA and the Government of Afghanistan;

5. *Welcomes* the international efforts to assist in setting up the new Afghan Parliament and ensure its efficient functioning, which will be critical to the political future of Afghanistan and the steps towards a free and democratic Afghanistan;

6. *Welcomes* the substantial progress in the disarmament, demobilization and reintegration (DDR) process in accordance with the Bonn Agreement, *encourages* the Government of Afghanistan to continue its active efforts to accelerate the DDR process towards its completion by June 2006, to disband the illegal armed groups and to dispose of the ammunition stockpile, and *requests* the international community to further extend assistance for these efforts;

7. *Welcomes* the effort to date of the Government of Afghanistan to implement its national drug control strategy adopted in May 2003, including through the launch of the 2005 Counter Narcotics Implementation Plan in February 2005, which reflects a new determination of the Government to tackle the cultivation, production and trafficking of drugs, *urges* the Government to take decisive action to stop the processing and trade of drugs and to pursue the specific measures set out in that plan in the fields of building institutions, information campaigns, alternative livelihoods, interdiction and law enforcement, criminal justice, eradication, demand reduction and treatment of addicts, and regional cooperation, and *calls on* the international community to provide every possible assistance to the Government in pursuing full implementation of all aspects of the plan;

8. *Supports* the fight against the illicit trafficking of drugs and precursors within Afghanistan and in neighbouring States and countries along trafficking routes, including increased cooperation among them to strengthen anti-narcotic controls to curb the drug flow, and *welcomes* in this context the signing on 1 April 2004 of the Berlin Declaration on Counter-Narcotics within the framework of the Kabul Declaration on Good-neighbourly Relations of 22 December 2002;

9. *Requests* UNAMA to continue to support the ongoing effort for the establishment of a fair and transparent justice system, including the reconstruction and reform of the prison sector, in order to strengthen the rule of law throughout the country;

10. *Calls for* full respect for human rights and international humanitarian law throughout Afghanistan and, in this regard, *requests* UNAMA, with the support of the Office of the United Nations High Commissioner for Human Rights, to continue to assist in the full implementation of the human rights provisions of the new Afghan constitution, in particular those regarding the full enjoyment by women of their human rights, *commends* the Afghan Independent Human Rights Commission for its courageous efforts to monitor respect for human rights in Afghanistan as well as to foster and protect these rights, *welcomes* in this regard the Commission's report of 29 January 2005 and the proposed national strategy for transitional justice, and *requests* international support for that endeavour;

11. *Welcomes* the development of the Afghan National Army and Afghan National Police and the ongoing efforts to increase their capabilities as important steps towards the goal of Afghan security forces providing security and ensuring the rule of law throughout the country;

12. *Calls upon* the Government of Afghanistan, with the assistance of the international community, including the Operation Enduring Freedom coalition and the International Security Assistance Force, in accordance with their respective designated responsibilities as they evolve, to continue to address the threat to the security and stability of Afghanistan posed by Al-Qaida operatives, the Taliban and other extremist groups, factional violence among militia forces and criminal activities, in particular violence involving the drug trade;

13. *Requests* the Secretary-General to report to the Council in a timely manner on developments in Afghanistan, and make recommendations on the future role of UNAMA, after the parliamentary elections;

14. *Decides* to remain actively seized of the matter.

(Text 3)

United Nations S/RES/1618 (2005)

Security Council

Distr.: General
4 August 2005

Resolution 1618 (2005)

Adopted by the Security Council at its 5246th meeting, on 4 August 2005

The Security Council,

Reaffirming all its previous relevant resolutions on Iraq, in particular resolution 1546 (2004) of 8 June 2004,

Reaffirming its unwavering support for the Iraqi people in their political transition, as outlined in resolution 1546 (2004), *further reaffirming* Iraq's independence, sovereignty, unity and territorial integrity and *calling upon* the international community to stand by the Iraqi people in their pursuit of peace, stability and democracy,

Reaffirming also the purposes and principles of the Charter of the United Nations and its relevant resolutions, in particular its resolutions 1373 (2001) of 28 September 2001, 1566 (2004) of 8 October 2004, and 1267 (1999) of 25 October 1999 and subsequent resolutions,

Reaffirming the need to combat by all means, in accordance with the Charter of the United Nations, threats to international peace and security caused by terrorist acts,

Commending the courage of the Iraqi people who are working bravely in support of the political and economic transition currently taking place in spite of the grave threat of terrorism,

Welcoming the active steps undertaken by the Government of Iraq towards achieving national dialogue and unity and encouraging continuation of these efforts,

1. *Condemns* without reservation and in the strongest terms the terrorist attacks that have taken place in Iraq, and regards any act of terrorism as a threat to peace and security;

2. *Takes note* particularly of the shameless and horrific attacks in recent weeks which have resulted in over one hundred deaths, including thirty-two children, employees of the Independent Electoral Commission of Iraq, and a member and an expert adviser of the Commission charged with drafting a permanent constitution for a new, democratic Iraq, Mijbil Sheikh Isa and Dhamin Hussin Ubaidi;

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3. *Further notes* with great concern that attacks on foreign diplomats in Iraq have increased in number, and have resulted in the murder or kidnapping of such diplomats;

4. *Expresses* its deepest sympathy and condolences to the victims of these terrorist attacks and their families, and to the people and Government of Iraq;

5. *Affirms* that acts of terrorism must not be allowed to disrupt Iraq's political and economic transition currently taking place, including the constitutional drafting process and its referendum, outlined in resolution 1546 (2004);

6. *Reaffirms* the obligations of Member States under resolutions 1373 (2001) of 28 September 2001, 1267 (1999) of 15 October 1999, 1333 (2000) of 19 December 2000, 1390 (2002) of 16 January 2002, 1455 (2003) of 17 January 2003, 1526 (2004) of 30 January 2004, and 1617 (2005) of 29 July 2005 and other relevant international obligations with respect, inter alia, to terrorist activities in and from Iraq or against its citizens, and specifically strongly *urges* Member States to prevent the transit of terrorists to and from Iraq, arms for terrorists, and financing that would support terrorists, and *re-emphasizes* the importance of strengthening the cooperation of the countries in the region, particularly neighbours of Iraq, in this regard;

7. *Urges* all States, in accordance with their obligations under resolution 1373 (2001), to cooperate actively in efforts to find and bring to justice the perpetrators, organizers and sponsors of these barbaric acts;

8. *Expresses* its utmost determination to combat terrorism, in accordance with its responsibilities under the Charter of the United Nations;

9. *Calls* on the international community to support fully the Government of Iraq in exercising its responsibilities to provide protection to the diplomatic community, United Nations staff and other foreign civilian personnel working in Iraq;

10. *Decides* to remain seized of the matter.

(Text 4)

United Nations S/RES/1614 (2005)

Security Council

Distr.: General
29 July 2005

Resolution 1614 (2005)

Adopted by the Security Council at its 5241st meeting, on 29 July 2005

The Security Council,

Recalling all its previous resolutions on Lebanon, including resolutions 425 (1978) and 426 (1978) of 19 March 1978 and 1583 (2005) of 28 January 2005 as well as the statements of its President on the situation in Lebanon, in particular the statement of 18 June 2000 (S/PRST/2000/21),

Recalling further the letter from its President to the Secretary-General of 18 May 2001 (S/2001/500),

Recalling also the Secretary-General's conclusion that, as of 16 June 2000, Israel had withdrawn its forces from Lebanon in accordance with resolution 425 (1978) and met the requirements defined in the Secretary-General's report of 22 May 2000 (S/2000/460), as well as the Secretary-General's conclusion that the United Nations Interim Force in Lebanon (UNIFIL) had essentially completed two of the three parts of its mandate, focusing now on the remaining task of restoring international peace and security,

Reaffirming that the Council has recognized the Blue Line as valid for the purpose of confirming Israel's withdrawal pursuant to resolution 425 (1978) and that the Blue Line must be respected in its entirety,

Gravely concerned at the persistence of tension and violence along the Blue Line, in particular the hostilities that took place in May and the grave incident on 29 June, which demonstrated once more that the situation remains volatile and fragile, as outlined in the Secretary-General's report of 21 July 2005 (S/2005/460),

Emphasizing once again the interim nature of UNIFIL,

Recalling its resolution 1308 (2000) of 17 July 2000,

Recalling also its resolution 1325 (2000) of 31 October 2000,

Recalling further the relevant principles contained in the Convention on the Safety of United Nations and Associated Personnel adopted on 9 December 1994,

Responding to the request of the Government of Lebanon to extend the mandate of UNIFIL for a new period of six months presented in the letter from its

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Chargé d'affaires to the United Nations of 11 July 2005 to the Secretary-General (S/2005/444),

Taking note of the Secretary-General's opinion that the situation does not support a change in UNIFIL's mandate or another reconfiguration of the Force at this stage, and his recommendation that its mandate be extended with no changes to the strength and composition of the Force,

1. *Endorses* the report of the Secretary-General on UNIFIL of 21 July 2005 (S/2005/460);

2. *Decides* to extend the present mandate until 31 January 2006;

3. *Reiterates* its strong support for the territorial integrity, sovereignty and political independence of Lebanon within its internationally recognized boundaries and under the sole and exclusive authority of the Government of Lebanon;

4. *Condemns* all acts of violence, including the recent incidents across the Blue Line that have resulted in deaths and injuries on both sides, *expresses great concern* about the serious breaches and the sea, land and continuing air violations of the withdrawal line, and *urges* the parties to put an end to these violations, to refrain from any act or provocation that could further escalate the tension and to abide scrupulously by their obligation to respect the safety of the UNIFIL and other United Nations personnel, including by avoiding any course of action which endangers United Nations personnel;

5. *Reiterates its call on* the parties to continue to fulfil the commitments they have given to respect fully the entire withdrawal line identified by the United Nations, as set out in the Secretary-General's report of 16 June 2000 (S/2000/590), and to exercise utmost restraint;

6. *Calls upon* the Government of Lebanon to fully extend and exercise its sole and effective authority throughout the south, including through the deployment of sufficient numbers of Lebanese armed and security forces, to ensure a calm environment throughout the area, including along the Blue Line, and to exert control and monopoly over the use of force on its entire territory and to prevent attacks from Lebanon across the Blue Line;

7. *Welcomes* the Secretary-General's intention to discuss with the Lebanese Government the next steps in preparing for an expansion of its authority in the south;

8. *Supports* the continued efforts of UNIFIL to maintain the ceasefire along the withdrawal line through mobile land and air patrols and observation from fixed positions and through close contacts with the parties to correct violations, resolve incidents and prevent their escalation, while stressing the primary responsibility of the parties in this regard;

9. *Welcomes* the continued contribution of UNIFIL to operational mine clearance, *encourages* further assistance in mine action by the United Nations to the Government of Lebanon in support of both the continued development of its national mine action capacity and clearance of the remaining mine/UXO threat in the south, *commends* donor countries for supporting these efforts through financial and in kind contributions and *encourages* further international contributions, and *stresses* the necessity for provision to the Government of Lebanon and UNIFIL any additional existing maps and minefield records;

10. *Calls on* the parties to ensure UNIFIL is accorded full freedom of movement throughout its area of operation as outlined in the Secretary-General's report, requests UNIFIL to report any obstruction it may face in the discharge of its mandate, and *reiterates* its call on the parties to cooperate fully with the United Nations and UNIFIL;

11. *Welcomes* the efforts being undertaken by UNIFIL to implement the Secretary-General's zero tolerance policy on sexual exploitation and abuse and to ensure full compliance of its personnel with the United Nations code of conduct, *requests* the Secretary-General to continue to take all necessary action in this regard and to keep the Security Council informed, and *urges* troop-contributing countries to take appropriate preventive action including the conduct of predeployment awareness training, and to take disciplinary action and other action to ensure full accountability in cases of such conduct involving their personnel;

12. *Requests* the Secretary-General to continue consultations with the Government of Lebanon and other parties directly concerned on the implementation of this resolution and to report thereon to the Council before the end of the present mandate as well as on the activities of UNIFIL and the tasks presently carried out by the United Nations Truce Supervision Organization (UNTSO);

13. *Expresses* its intention to keep the mandate and structures of UNIFIL under regular review, taking into account the prevailing situation on the ground, the activities actually performed by the Force in its area of operation, its contribution towards the remaining task of restoring international peace and security, the views of the Lebanese Government and the implications for the Force of an increased presence of the Lebanese army in the south;

14. *Looks forward* to the early fulfilment of the mandate of UNIFIL;

15. *Stresses* the importance of, and the need to achieve, a comprehensive, just and lasting peace in the Middle East, based on all its relevant resolutions including its resolutions 242 (1967) of 22 November 1967 and 338 (1973) of 22 October 1973.

(Text 5)

United Nations S/RES/1625 (2005)

Security Council

Distr.: General
14 September 2005

Resolution 1625 (2005)

Adopted by the Security Council at its 5261st meeting, on 14 September 2005

The Security Council,

Decides to adopt the attached declaration on strengthening the effectiveness of the Security Council's role in conflict prevention, particularly in Africa.

Annex

The Security Council,

Meeting on 14 September 2005 at the level of Heads of State and Government to discuss how to strengthen the effectiveness of the Security Council's role in the prevention of armed conflict, particularly in Africa,

Reaffirming its commitment to the Purposes and Principles of the Charter of the United Nations,

Bearing in mind its primary responsibility for the maintenance of international peace and security,

Deeply concerned by the high human cost and material losses caused by armed conflicts and *recognizing* that peace, security and development are mutually reinforcing, including in the prevention of armed conflict,

Reaffirming the importance of adhering to the principles of refraining, in international relations, from the threat or the use of force in any manner inconsistent with the Purposes of the United Nations, and of peaceful settlement of international disputes,

Reaffirming the need to adopt a broad strategy of conflict prevention, which addresses the root causes of armed conflict and political and social crises in a comprehensive manner, including by promoting sustainable development, poverty eradication, national reconciliation, good governance, democracy, gender equality, the rule of law and respect for and protection of human rights,

Recognizing the need to strengthen the important role of the United Nations in the prevention of violent conflicts, and to develop effective partnerships between the Council and regional organizations, in particular the African Union and its

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subregional organizations, in order to enable early responses to disputes and emerging crises;

Recalling the Constitutive Act of the African Union, the Protocol relating to the establishment of the Peace and Security Council of the African Union, and the African Union Non-Aggression and Common Defence Pact adopted in Abuja on 31 January 2005, as well as the African Union position on unconstitutional changes of governments, as stated in the 1999 Algiers Declaration and the 2000 Lomé Declaration;

Recognizing the important supporting roles played by civil society, men and women, in conflict prevention, and the need to take into account all possible contributions from civil society;

1. *Expresses* its determination to enhance the effectiveness of the United Nations in preventing armed conflicts and to monitor closely situations of potential armed conflict;

2. *Affirms* its determination to strengthen United Nations conflict prevention capacities by:

(a) assessing regularly the developments in regions at risk of armed conflict and encouraging the Secretary-General to provide information to the Council on such developments pursuant to Article 99 of the Charter;

(b) promoting the follow-up of preventive-diplomacy initiatives of the Secretary-General;

(c) supporting regional mediation initiatives in close consultation with regional and subregional organizations concerned;

(d) supporting regional and subregional capacities for early warning to help them in working out appropriate mechanisms to enable prompt action in reaction to early warning indicators;

(e) requesting as necessary and appropriate information and assistance from the Economic and Social Council in accordance with Article 65 of the United Nations Charter;

(f) taking measures to contribute to combating illicit trade of arms in all its aspects and the use of mercenaries;

(g) helping to enhance durable institutions conducive to peace, stability and sustainable development;

(h) supporting efforts of African States to build independent and reliable national judicial institutions;

3. *Requests* the Secretary-General to:

(a) provide to the Council regular reports and analysis of developments in regions of potential armed conflicts, particularly in Africa, and as appropriate a presentation of ongoing preventive-diplomacy initiatives;

(b) assist countries at risk of armed conflict in performing strategic conflict risk assessments, in implementing the measures agreed by the concerned countries, in enhancing national dispute management capacities, and in addressing the root causes of armed conflict;

(c) promote coordination with regional conflict management machinery in Africa which would provide the Security Council with additional reliable and timely information to facilitate rapid decision-making;

4. *Stresses* the importance of establishing effective comprehensive strategies of conflict prevention, focused on averting negative developments in the security, economic, social and humanitarian sectors and in the field of governance and human rights in countries which are facing crises, with special attention to:

(a) developing quick win activities to prevent conflicts arising from competition for economic resources and to monitoring tension arising from economic and social issues;

(b) encouraging United Nations regional offices to facilitate the implementation of strategies aimed at curbing illicit cross-border activities;

(c) strengthening the capacities of civil society groups, including women's groups, working to promote a culture of peace, and to mobilize donors to support these efforts;

(d) developing policy measures to foster good governance and the protection of human rights in order to strengthen weakened or collapsed governance mechanisms and to end the culture of impunity;

(e) promoting the fairness and transparency of electoral processes;

5. *Stresses* the critical importance of a regional approach to conflict prevention, particularly to programmes of disarmament, demobilization and reintegration, as well as the effective and sustainable reintegration of ex-combatants;

6. *Reaffirms* its determination to take action against illegal exploitation and trafficking of natural resources and high-value commodities in areas where it contributes to the outbreak, escalation or continuation of armed conflict;

7. *Calls* for the strengthening of cooperation and communication between the United Nations and regional or subregional organizations or arrangements, in accordance with Chapter VIII of the Charter, particularly with respect to mediation initiatives;

8. *Encourages* all African States to adhere to the African Union Non-Aggression and Common Defence Pact adopted in Abuja on 31 January 2005, and to sign where appropriate subregional pacts on peace, security, democracy, good governance and development, and *calls* on the United Nations system and the international community to support the implementation of the Pacts;

9. *Encourages also* African countries to continue to work closely with the United Nations Secretariat and United Nations regional offices in the implementation of measures aimed at securing peace, security, stability, democracy and sustainable development consistent with the objectives of the New Partnership for Africa's Development;

10. *Urges* the international community including the United Nations system and International Financial Institutions to support African countries in their efforts to achieve the above objectives and in this respect *welcomes* the decisions taken by the G-8 Summit held in Gleneagles, 6-8 July 2005, for combating poverty in Africa;

11. *Urges* all African States and the international community to fully cooperate in developing the capacities of African regional and subregional organizations to deploy both civilian and military assets quickly when needed, including the development of the African Union's African Standby Force; *welcomes* bilateral and multilateral programmes developed to this end, and *expresses* its support for the Secretary-General's proposal to establish a ten-year capacity-building programme for the African Union;

12. *Decides* to remain seized of the matter.