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**Užití anglického pasiva v textech
různých stylů**

LENKA ROZSÉVAČOVÁ

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**The Use of Passive in the Texts of
Various Styles**

LENKA ROZSÉVAČOVÁ

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Jméno a příjmení: **Lenka ROZSEVAČOVÁ**
Osobní číslo: **H07144**
Studijní program: **B7310 Filologie**
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Z á s a d y p r o v y p r a c o v á n í :

Cílem práce je analýza použití pasiva v autentických anglických textech žurnalistického a administrativního stylu. Studentka na základě studia odborné lingvistické literatury vymeze případy, kdy je v angličtině používána pasivní věta místo aktivní, především s ohledem na účel komunikace. Do zkoumané oblasti zahrne i použití trpného přičestí v nefinitních vazbách. V hypotéze popíše předpokládané rozdíly mezi oběma uvedenými styly. V následné analytické části bude zkoumat konkrétní případy použití krátkého a dlouhého pasiva a nefinitního trpného přičestí. Porovná výskyty jednotlivých typů v obou funkčních stylech a svá zjištění bude komentovat především z hlediska rozdílného komunikačního záměru těchto textů.

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Vedoucí bakalářské práce:

PhDr. Šárka Ježková, Ph.D.
Katedra anglistiky a amerikanistiky

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prof. PhDr. Petr Vorel, CSc.
děkan

L.S.

 **Univerzita Pardubice**
Fakulta filozofická
532 10 Pardubice, Studentská 84



Mgr. Šárka Bubíková, Ph.D.
vedoucí katedry

V Pardubicích dne 30. listopadu 2009

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Souhlasím s prezenčním zpřístupněním své práce v Univerzitní knihovně Univerzity Pardubice.

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ABSTRACT

This bachelor paper is aimed to observe and compare the most important features of the use of passive structures in the administrative and journalistic style. The aim of the paper is also to consider frequency of use of the passive in these functional styles. The theoretical part is focused mainly on types of the the passive structure and particular sentence functions of the passive are introduced. In the following part finite and non-finite structures are also studied. The employment of the passive structure in texts of administrative and journalistic style is studied mainly from the viewpoint of its communicative function. The practical part analyses articles and documents which were chosen from several internet sources and which are studied in detail to fulfil the main objective of this paper. The use of short and long passive structures and also non-finite structures are studied. The analysis is completed with the detailed commentary mainly on the communicative aim of using the passive in the journalistic and administrative style.

SOUHRN

Cílem této bakalářské práce je analýza použití anglického pasiva v textech administrativního a žurnalistického stylu a posoudit četnost výskytu pasivních struktur v obou zmíněných funkčních stylech. Teoretická část práce je zaměřena na vymezení nejčastějších případů výskytu pasivní věty místo aktivní, především s ohledem na účel komunikace. Práce se zabývá výčtem situací, kdy je anglické pasivum použito a jaké jsou jeho funkce ve větě. Do zkoumané oblasti je zahrnuto i použití trpného přičestí v neřinitních vazbách. Praktická část práce obsahuje analýzu autentických anglických textů administrativního a žurnalistického stylu. Výsledky analýzy porovnávají výskyt jednotlivých typů anglického pasiva v obou stylech a jsou komentovány především z hlediska rozdílného komunikačního záměru.

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1. INTRODUCTION

The main aim of this bachelor paper is to analyse the use of the passive structure in texts of administrative and journalistic style. The theoretical part of this paper is aimed to briefly outline types and frequency of the use of the passive structure.

At the beginning the focus is given on a difference between the active and passive voice. The passive structure is firstly studied from the structural point of view. Concerning the verb forms of the passive, there is a brief description of finite and non-finite passive verb phrases and also the use of -ed participle is defined, as it can be considered to be the passive. In following chapters the attention is paid to the difference between the short and the long passive structure with highlights to the different reasons for their use. The structure of an agentless passive sentence is defined and the different purposes of an agent's suppression are studied including the considerations of its use, mainly from the viewpoint of the communicative aim. The following chapter is focused on the use of the long passive structure and its importance when the agent of the sentence should be expressed. In the second part of the theoretical section the study is focused specifically on the communicative factors of the passive applied in two different styles. For the purpose of this paper, there is a brief description of administrative and journalistic styles which explains the communicative aim of using the passive in texts for each style. Theories studied in this paper are mainly from the following linguists: R. Quirk, D. Biber, R. Huddleston and G. Pullum and L. Dušková.

The practical analysis of this paper is carried out to observe and compare the frequency of passive structures used in newspaper reporting and in texts of administrative style. Articles for the research were chosen from various British broadsheets and also from the database of European Union documents and other official organisations. In the beginning, there is a simplified overview of passive structures used in two styles mentioned. Its structural form and also verb forms are studied and compared. Later, there is a study on the frequency of use for the short and long passive structures and its communicative aims are discussed. Different reasons for an agent's suppression or alternate expression are studied with respect to communicative purposes of texts.

2. PASSIVE STRUCTURE

2.1. PASSIVE VOICE

In this chapter the focus is given on the difference between active and passive verb form and later the most frequently used types of passive constructions are studied.

Needless to say, the active voice is generally concerned as unmarked voice. Dušková in her study of passive structures says: ‘The normal, unmarked mode of expression appears to be the active, whereas the use of the passive is presumably due to some special reason’. (1999:118) Passive structure as a means of functional sentence perspective is used to express different semantic relations of participants and the action of the verb. In some situations, there is a need to say things with some special focus or to express the same thought differently. As Quirk says: ”Voice is a grammatical category which makes it possible to view the action of a sentence in either of two ways“. (1985:159). The following paragraphs are focused to briefly describe the structure of the passive sentences.

Main structural differences between active and passive voice are explained in Quirk’s active-passive correspondence description:

“Changing from the active to the passive involves rearrangement of two clause elements, and one addition. a) The active subject becomes the passive AGENT; b) the active object becomes the passive subject; and c) the preposition **by** is introduced before the agent“. (Quirk, 1985:159)

Quirk calls the subject of the active ‘the passive agent’ when it is expressed in a by-phrase in the passive clause. In addition, Huddleston calls the same subject ‘the complement of the preposition by’. (1992:1428) The meaning of these two terms is the same as both refers to the long passive structure where the agent is introduced, but as it is described later, in many cases this agent is not expressed.

Basically, the passive voice in English is structured as following: „Most passive constructions are formed with the auxiliary ‘*be*’ followed by an ed-participle“. (Biber, 1999:475) Similarly Quirk says that *be* is normally used as an auxiliary verb in the passive and he compares the difference between active and passive constructions:

„In the verb phrase, the difference between the two voice categories is that the passive adds a form of the auxiliary BE followed by the past participle (-ed participle) of the main verb“. (1985:159)

In various passive structures, different forms of auxiliary ‘*be*’ are used. As Huddleston and other linguists say, the lexical verb in passive does not have any verb inflections and contrarily, auxiliaries in passive constructions carry the information about person, number and time. As he explains on the example:

‘Pat was examining the contract.’
‘The contract was being examined by Pat.’ (2002:1429)

With variable forms of the auxiliary ‘*be*’ we can recognise that this auxiliary verb carries the inflection of the person, number and time aspect (progressive or non-progressive) as it is seen from the following examples of finite passive structures: ‘*she is (being) kissed, she was kissed, she has been kissed, she has been being kissed, etc.*’ (Quirk, 1985:159). As stated above, *be* is the most frequently used auxiliary verb in the passive structure, but we can also find a different structure that is called ‘**get** passive’.

To briefly define the get passive, we should point out some basic features. According to Dušková: “*Get + past participle is a device of the passive of action only if the action implies a change in a state*”. Otherwise, actionable passive is denoted by the *be* form“. (1999:162) Concerning the formality of the English language, Biber specifies: “The get passive is generally rare and restricted primarily to conversation“(1999:481). Similarly, Quirk states that the get-passive is avoided in formal style, and it is also less frequent in informal English in comparison with *be*-passive. (1985:161) For the purpose of this paper we will not pay more attention to the ‘get passive’ as it is not an essential part for observing the frequency of passive structures used in journalistic and administrative styles.

2.2. VERB FORMS IN THE PASSIVE STRUCTURE

In most cases, verbs in passive have a finite verb form – that means it is a complete verb phrase containing the auxiliary verb + past participle. There are some occasions when the passive is used in non-finite form and the auxiliary *be* is missing. These structures may be used in a postmodifying clause containing an -ing participle or to+infinitive. The use of this non-finite passive structure can be demonstrated in the following

examples: ‘Reports *being written* by my colleague will be discussed tomorrow.’ ‘The man *being questioned* by the police was my brother.’ (Quirk, 1985:1263-4) Also *to+infinitive* verb forms can be used in postmodifying constructions with the passive voice. The use of the postmodifying infinitive passive clause can be seen in the following examples: ‘*Its absence was a factor to be taken into account*’. (Biber, 1999:632); ‘*He is the best man to be chosen*’. (Quirk, 1985:1267) This type of the passive structure is used very often. Another example of using *to+infinitive* verb form is as a complement of the verb. It can be demonstrated in this sentence: ‘*We know with some confidence that if greenhouse gases continue to be emitted in their present quantities, we will all suffer the excruciating pain of having our skin burnt of our flesh as the earths temperature increases*’. (Biber, 1999:936-937) The omission of the auxiliary brings to the sentence an advantage of being shorter.

2.3. Past participle in the passive structure

For the purpose of this paper, *-ed* participle clauses are considered to contain verbs in the passive form and are studied together with all passive structures. There is stated in the Biber’s research about *-ed* participle clauses: “The verbs in *ed*-clauses correspond directly to the passive in finite clauses“. (Biber, 1999:631) Similarly Quirk describes that the *-ed* participle construction in postmodifying non-finite clauses is linked with the passive voice. (1985:1265) This correspondence can be shown on the following example: ‘*A report written by my colleague appeared last week.* → *A report that was/has been written*’) (Quirk, 1985:1265). Concerning the sentence function of non-finite passive clauses, Huddleston and Pullum say that most passive clauses always contain either **be** or **get** and these non-finite clauses are always restricted to subordinate position as in: ‘*My house, wrecked by a tornado, is something I don’t ever want to see.*’ Past participle *wrecked* in this sentence could be alternatively rewritten to full subordinate relative clause: ‘*My house that was wrecked by a tornado...*’ (Huddleston and Pullum, 1992:1430) Also Biber says that these postmodifying *-ed* clauses are often used when a full relative clause with a passive verb is a viable alternative. (1999:632)

Concerning the sentence position, besides the main sentence structure (as a part of predicate of the principal clause), passives are often used in postmodifying relative clauses. Concerning the verb form Biber says that despite the fact that the non-finite

passive structure seems to be very economical, full relative clauses with passive verb forms are used very frequently because tense, aspect and modality are expressed in these clauses. (1999:632)

So far, various types and forms of passive structures have been described and in the following chapter the attention will be focused on the main functions of the passive structure in English written texts.

3. USE OF THE PASSIVE STRUCTURE

Passive structures have various functional reasons for its use. In this chapter the focus is given to list particular factors of using it and to describe the main functions of the passive structure. As Biber states, primary discourse functions of the passive are: ordering of information, omission of information (short passive) and weight management (long passive). (1999:935) Firstly, short passive structures will be studied and later the focus is given on the study of long passive structures and their function.

3.1. SHORT PASSIVE STRUCTURE

A vast majority of English passives are agentless. According to Quirk, approximately four out of five English passive sentences have no expressed agent. (1985:164-5). Results of Biber's research shows almost the same – that the short passive is in fact far more common than the long passive. (1999:477)

One of the main passive functions is the possibility to suppress the agent of the clause. This distinction can be very useful in many sentences of various styles. The passive sentence can imply a human agent of the action of the verb. This human agent can be subdivided into two groups. Firstly, the implied agent is a general human agent (indefinite) and secondly, it can be a definite human agent (known but unexpressed). The general human agent can be generally expressed by *we* or *one*, in active clauses. Dušková describes in her study that there is no alternative active clause for the passive clause with an indefinite human agent for several reasons:

“*We* is ruled out because it would be understood as referring to the author(s). If *one* is substituted, it makes the sentences sound more or less unnatural. (1999:124)

She adds that expressing an indefinite general human agent by the passive is the most general and consequently on occasion the only possible means of expression, as it is showed in the following example: ‘*It has been reported that Halobates submerges itself at times,...*’ (Dušková, 1999:124) or ‘*This theory is generally accepted*’. – where the general human agent is implied in the sentence. This sentence structure very often occurs in texts of scientific and administrative style. (Dušková, 1988:259) Huddleston

and Pullum also describe that the action of the verb is concerned with human knowledge in general (1992:1446)

Secondly, the passive agent of the clause is definite and can be left out as redundant (Quirk, 1985:165). Or similarly as Huddleston says, there is a reason to avoid identifying the person responsible for some situations. In some cases, passive structures are used to avoid making explicit reference to the writer (for example in academic writing, legal documents or in news). (Huddleston, 1992:1446) Dušková similarly describes the suppression of the agent who is known by reader and, for example, could be the author of the text as in '*As has already been stated*'. This structure is used to pay attention to the subject matter of the text instead of its author, investigator or reporter. (Dušková, 1988:260).

Another reason for the suppression of the agent is that the speaker does not know who is responsible for the action or on the contrary, the agent is an implied entity or group of people that is irrelevant to mention or the author does not want to express it, like in '*our team was beaten*'. (Dušková, 1988:260). Additionally, there can also be sentences where the agent is not implied like in the following example: '*The village is situated on the bank of a lake*'. (Dušková, 1988: 260).

A very important factor for using the passive structure is the functional sentence perspective. When considering short passives, the first main requirement of the functional sentence perspective is that the verb is the rheme as in: '*The function of this widespread blue coloration is not known*'. (Dušková, 1999:125). Dušková states:

‘The subject of the passive is clearly the theme. ... By means of the passive the thematic element can become the subject and occupy the theme’s unmarked initial position.’ (1999:126)

Then the focus on the more important or newer information is left to the final position of the sentence. She also states, that ‘the verb loses by early placement some of its communicative force’. (1999:126) So by means of passive, the verb can occupy the final rhematic position.

3.2. LONG PASSIVE

Concerning the long passive structure, Biber states that the choice of a long passive instead of a short passive is influenced by a number of conversational factors, for example the principle of end weight. In the case of the long passive structure the agential *by*-phrase is the rhematic element of the sentence and therefore it brings the most important or new conversational information.

After the study about the information principle, Biber says: “Most commonly, the subject contains given information but on the other hand, the agent also carries new information.” Additionally, he says that the long and the short passive are alike, in their tendency to place given information in subject position. (1999:942-943) Very similarly Huddleston and Pullum describe: ‘The felicity of a long passive requires that the subject not represent the information that is newer in the discourse than that of the NP governed by the word *by* in the internalised complement’. (1992:1444) This requirement can be showed on the following example:

*‘The mayor’s term of office expires next month. **She** will be succeeded **by** George Hendricks.’* (Huddleston and Pullum, 1992:1444)

The subject of the passive clause is known from a previous sentence and rhematic *by*-phrase brings new information to the end of the sentence while fulfilling the end-weight principle. Concerning the FSP, it is also described by Dušková that: “The verb carries more new information than the thematic subject and less than the final rhematic part of the sentence.” (1999:125). This can be also shown on the following example: ‘*The process has been photographed and described by D.P.Wilson*’. (Dušková, 1999:134) This example fulfils requirements and principles of the passive as she states: ‘What in the active comes first is in the passive retained for the final position.’. It can be rewritten into the following active sentence: ‘*D.P.Wilson has photographed and described the process.*’. As it can be seen from this example, the importance of the position of sentence elements in the passive sentence is completely focused on what is really essential so the passive structure is a very useful language tool for the expression of the agent.

This can be related with the theory of Biber who says: the long passive preserves the information of the corresponding active clause, but presents it in a different order.

(1999:940) When we compare active and passive sentences, that information which appears at the end of the sentence is more important for us and is understood as the rhematic element of the sentence.

Dušková also states the long passive occurs less frequently and she comments on the use of the long passive structure:

‘Passive with the agent phrase is in comparison with the short passive significantly less common as it is implied from the main function of the passive structure – not to express the agent of the sentence.’ (1988:261)

The *by*-phrase is used typically for expressing the agent at the end of the sentence but the agent phrase can also be modified by another preposition and according to Quirk this phrase can be given an instrumental interpretation. He states the preposition *with* can be used instead of *by*. (1985:168) But Huddleston and Pullum draw the attention on the fact that the instrumental interpretation can be misleading to distinguish between agent *by*-phrase and a *by*-phrase functioning as a means adjunct. This sentence has the same *by*-phrase in active voice as they show on the example: *This result was achieved by dubious means.* → *They achieved this result by dubious means.* (1992:1428) This *by*-phrase cannot be used optionally when it functions as a means adjunct. Similarly Dušková says that in some cases the function of the *by*-phrase is ambiguous as it can function as a subject of the active clause and also as an adverbial. (1988:261)

3.3. DITRANSITIVE VERBS IN PASSIVE SENTENCES

Concerning English verbs, the active voice is always used with the majority of them, contrarily the passive can be used only with verbs which have an object. When we consider monotransitive verbs in active, there is only one possible corresponding passive clause as it is clear from the following example: *The hail damaged the car.* → *The car was damaged by the hail.*. (Huddleston, 2002:1431). Generally, Huddleston uses a different terminology for the same process and he states that ‘the object is externalised by passivisation in the passive counterpart’. (2002:1431)

The difference comes with ditransitive verbs which are used with direct and indirect objects in the active clause. The corresponding passive clause can be created in two passive forms according to Quirk:

‘As type SVOO clauses have two objects, they can often have two passive forms – one in which the indirect object becomes the subject, and another in which the direct object becomes subject.’ (1985:57)

Two possible corresponding passive clauses derived from the sentence with a ditransitive verb can be demonstrated on the following example:

‘My father gave me this watch.’

→1) *‘I was given this watch (by my father).’*

→2) *‘This watch was given (to) me (by my father)’* (Quirk, 1985:58)

In the sentence 1, the indirect object of the active clause became the subject of the passive clause. Huddleston calls it first passive (the term based on the object’s position) and he also states that this kind of passive is more common. (2002:1432). The reason for using the first or second passive is also meaning-based. Dušková describes that:

‘The freedom of the English object to operate as subject in the passive extends to the indirect object, which results in a passive construction with a direct object.’ (1999:155)

As she states, the subject of the passive clause becomes that object with lower importance for the clause. In this case again the end-weight principle is retained because the attention is paid to the end of the sentence and the more important information therein. (1988:252)

To sum up, particular linguists give various reasons for using the passive, however each linguist’s reasons are almost similar and all of them approve that the short passive is generally more common than the long passive in all English styles. Due to the different reasons stated above, passive structures are used instead of the active when the agent of the verb action is not so important and can be expressed in a thematic subject position. Passive structures allow the speaker or the writer to highlight the important information that is placed at the end of the sentence. When the author expresses the agent in the *by*-phrase, the passive structure directly corresponds to the active and all its constituents are used in the alternative active clause. The following two chapters explain that the passive structure is quite commonly used in both styles studied in this paper. As it was mentioned above, for the purpose of this paper, two English functional styles will be described. Firstly, the attention is paid to the administrative style in English and secondly to the journalistic style.

4. THE USE OF THE PASSIVE STRUCTURE IN THE ADMINISTRATIVE STYLE

The English language has various linguistic tools which are used according to a particular situation and the field of discourse. These may vary mainly from the lexical point of view, but also the grammar is used differently according to the style and the medium. Kramsch says that: "What turns a collection of communicative events into a genre is some conventionalized set of communicative purposes." (1998:62) Some of these purposes can be very typical for particular texts and the passive is supposed to be one of them. For the purpose of this paper, only the written form of the language is considered in both journalistic and administrative style.

The administrative style is mainly used by government departments, agencies and organisations in the private and public sector and also all offices whose regular duties include producing administrative documents. This style is considered in application to legal documents, business correspondence, contracts, questionnaires and other common documents used in everyday life (instructions for use, manuals and public notices and publications). According to Knittlová, the language of the administrative style is also considered to be stereotypical due to its neutrality, high frequency of terms and frequently used fixed phrases. (2000:121) The way the information is presented is objective and impersonal. As Wekker, in his study of passivisation, says, the use of the passive leads the text to be more impersonal. He also mentions the effectivity when using it in particular types of texts and says that agentless passives are especially characteristic of the style of official documents, textbooks, instructions and rules. (1985:134)

Considering the syntactic relations in sentences of the administrative style, Biber says: 'The writer makes choices about the ordering of structural components to mark specific components as being more prominent or presenting new information.' (1999:42) Administrative style is focused on the content of the information, not so much on its esthetical function. Words and sentences are always chosen to avoid ambiguity. As Crystal and Davy say especially about legal documents in the following:

‘Consequently, whoever composes a legal document must take the greatest pains to ensure that it says exactly what he wants it to say and at the same time gives no opportunities for misinterpretation.’ (2001:193)

This statement can be valid for all types of administrative texts as they are produced to inform about something directly stated, commanded, ordered or recommended.

Concerning the FSP, the word order in sentences in the administrative style is very stereotypical and fixed, but some constituents of the sentence convey the point of the message and need to be marked. These theories can be accepted within the study of the functional sentence perspective of Firbas who says that ‘the information conveyed by the object becomes communicatively more important than that conveyed by the verb and in consequence dynamically stronger.’ (Firbas, 1992:42). When the passive is used, the principle of end-focus is applied, meaning the most important information is left to the end of the sentence. As Biber says, this is related primarily to short passives where the verb phrase is often in the final position, characteristic of new information. (1999:938). He adds that: in some passages of the text, much of the new information is in fact conveyed by the verbs. (1999:939)

In the texts of administrative style the short passive structure is very typical. The reader usually does not need to be informed about the agent with the exception of information about some officials, bodies or institutions which usually may be given in the *by*-phrase or which are stated at the beginning of the document. Usually in these texts the agent is not given because we suppose that it is the author of the text, generally known or it is redundant to point it out in the document. (Dušková, 1988:265)

Dušková in her study also states that when an author describes some procedures devised and performed by himself, he prefers impersonal presentation and the attention is then focused on the findings described and not on the author of the text. This theory can also be applied to some documents of administrative style, where organisations describe processes stated by them and the repetition can be considered ‘stylistically inelegant’. (Dušková, 1999:129)

On the other hand, the use of long passives may be occasionally used for specifying some information that needs to be precisely given. As expected, this passive structure

will not occur so often (as stated in the chapter 3.2.), but we should point out some specific reasons why it can be effective to use the by-phrase at the end of the sentence. One very important thing about this is, according to Biber, that the long passive preserves the information of the corresponding active clause, but presents it in a different order (1999:940). The expression of the agent is also important when a reference to some specific or non-specific agent needs to be given.

We will now pay more attention to legal documents. The main aim of using the passive structure in these types of texts is that it needs to be written in a non-personal and objective way. This is achieved by using the passive mainly in legal documents, directives or journals. Crystal and Davy say that: ‘The legal writing is by no means spontaneous‘. (2001:194) There are some linguistic formula developed for the use in these particular texts. Nouns in legal English are complexly modified and due to this fact non-finite postmodifying clauses are also very frequently used both in active and passive voice. As Crystal and Davy states:

‘The verbal groups used in legal language are notable for the high proportion of non-finites and for the number of finites that are of the type *modal auxiliary* (usually shall) + BE + past participle.’. (2001:206)

A very important point is added to this statement that this modal auxiliary is invariably used to express what is to be the obligatory consequence of a legal decision. In texts of legal nature this feature occurs very often to express something ordered to be done within the scope of the document requirements or commands. This structure is applicable to the majority of texts written in the administrative style, not only legal documents, but also contracts, directives, agreements and public notices.

Another structure very frequently used in these types of texts is –ed participles regarded to be the passive verb form containing some reference to a different part of the document like: ‘*as stated above, as listed in, as published in, as defined in paragraph, etc*’. Many of these references can be found in long and complex documents and it is for that reason that they are often repeated within the document.

5. THE USE OF PASSIVE STRUCTURE IN TEXTS OF JOURNALISTIC STYLE

In this chapter the main focus is given to the use of passive structures in texts of the journalistic style. For the purpose of this paper only broadsheets are studied, which are considered to use a serious type of English in newspaper reporting. The use of language in newspaper reporting can be very diverse and different words, expressions or ways of saying something are used because every reporter or journalist can have his or her own style. But in one point they are similar. Their articles need to be short, interesting, and the information has to be briefly delivered to the reader.

When the use of the passive structure in texts of the journalistic style is studied, it can be noticed that there are several various reasons for using the passive. As it is stated above, the short passive is used when the indefinite general agent is related to the action of the verb. This situation can be very frequent in newspaper reporting similarly as in the following sentences: “*An extremely important discovery was reported in 1952. It was found that...” (Dušková, 1999:119) This use of the passive is aimed to pay attention primarily to the discovery and its findings rather than on the agent.*

Furthermore, as it was stated earlier, agent *by*-phrase is usually omitted in newspaper reports. The theory of Wekker shows that if we do not know the agent precisely, the passive voice may be chosen, as the agent *by*-phrase is optional. Passivisation allows to suppress the agent and Wekker in his study says: ‘Very often the effect of passivisation is that the text becomes more impersonal and formal’. (1985:134)

The main reason for using the passive shows that it is very important for the functional sentence perspective. In newspaper reporting some information needs to be marked due to its importance and the passive is a very useful tool for placing this type of information at the end of a sentence. Firstly, the reason for the passive is that the verb is rhematic and carries with it a very important action or result of some activity so it is placed at the end ‘marked’ position in the sentence. Contrarily, the long passive structure can be used at the end of the clause because it brings new important details about the event reported or about the agent of the action. When comparing short and long passive structures, it was mentioned earlier in this paper that the short passive is by

far more common than the long passive structure. Usually the agent of the action is not expressed. For example when news about state authorities (police, justice, etc.) are reported: '*He was accused of using threatening or insulting behaviour. He was jailed for three months.*' (Biber, 1999:480) As Biber says some passive verbs are used to express bad events that happened to someone, as can be seen in these particular examples, where the agent is logically known by everyone and it is irrelevant or not necessary to say it. Also Van Dijk comments on this:

'If authorities, such as the police, are agents of negative acts, they tend to occur less in agent position. They may then be made less conspicuous in a prepositional phrase of a passive sentence ("*by the police*") or remain implicit in an agentless sentence structure ("*Many demonstrators were injured*").' (1943:81)

According to Biber, the news is marked by a high frequency of short dynamic passives. In comparison with the administrative style where many things are generalized, he states that the focus is given to specific events with specific agents, but as Biber says: 'Their identity is either not at issue or it does not need to be stated'. (1999:939)

On the other hand, Biber in his research found that about 90 per cent of agent phrases bring new information. This is also considered as one of the main reasons why the long passive structure is used in newspaper reports, although not as often. As it was stated earlier, the agent *by*-phrase can be very informative and usually brings new acknowledgements to the event reported, as can be seen in the example from the beginning of the article: '*Gary "Cat" Johnson, the coach of the season in 1987-88 has been dismissed by the Leicester Riders. Leicester has won just one of their 11 Carlsberg League games...*' (Biber, 1999:942).

Considering that the newspaper reporting contains a high density of information, it should be pointed out that a complex postmodification is usually used in the sentence. This reason is also interrelated with the employment of reduced relative clauses with the passive verb form. –Ed participle used for postmodifying the noun is a very useful tool for the space saving which is usually required in newspaper reporting.

Another important feature that is characteristic for newspaper reporting is the informational function of the headline of the article as it is required to be as informative as possible. This can be also achieved by the use of the passive structure as it is demonstrated on the following example: '*PC shot boy from 9 inches*' vs. '*Boy was shot by PC from 9 inches*' (Fowler, 1991:77) As Fowler describes the passive is chosen when the focus is to be on the agent of the action. He also says that the passive structures found in later subsidiary headlines or in the opening sentences can reorient the story to be understood so that it informs about the boy. He also says that: "The passive is a common structure in headlines. It saves space as well as immediately establishing the topic". He also stated: "The passive also allowed parts of the clause to be deleted". This can be another reason why the passive can be chosen for the headline (and of course for all sentences in the following text in the article). (Fowler, 1991:77-78)

So far, different theories, statements and acknowledgements about the passive have been described and also various reasons for its use were studied. In the second part of this thesis, the practical analysis is worked out to define particular types and structural forms of the passive.

6. PRACTICAL ANALYSIS

6.1. Hypotheses

The aim of the practical analysis of this paper is to observe the frequency of using passive structures in English written texts. As it was stated earlier, the attention is paid to texts of administrative and journalistic style. The paper is aimed to demonstrate that the passive structure is a very frequently used phenomenon in texts of both styles. General rules and functions of using the passive were described in their relation to the above mentioned discourses and will be further analysed in detail.

The passive structure is firstly analysed from its structural forms and in the second part of the research the attention is focused mainly on its communicative aim. Firstly, the overall frequency of use of the passive structure is studied. Furthermore, there will be a study based on comparison on finite and non-finite verb forms in passive structures. Needless to say that *to*+infinitive verb phrase and also *-ing* participle verb form in passive voice are used and this will be also studied. The use of *-ed* participle in relation to the passive is examined. As it is generally known, the non-finite structure and past participle is used quite often to postmodify nouns or noun phrases. It can be presumed to occur more frequently in the administrative style where a high frequency of post modification appears. In the following part of the analysis, the distinction between the use of the short and long passives is defined. As many linguists (Biber, Quirk, Dušková and Huddleston and Pullum) say, the short passive structure is far more common than the long passive. After considering all theories mentioned, we can suppose that the short passive is used more frequently in both styles than the long passive. The employment of the short passive structure carries particular tendencies and its occurrence in both administrative and journalistic style can be considered somehow characteristic. Different reasons for the agent's suppression will be compared. The expression of the agent in the passive structure is also of particular importance. In relation to the long passives and *by*-phrase as its constituent, its interpretation is also examined from the viewpoint of its agential or instrumental functional use. We can suppose that the majority of *by*-phrases have an agential interpretation as they are related to some animate agents of the action of the verb.

6.2. Methods of analysis

The practical analysis of this paper was carried out from original English texts of administrative and journalistic styles. For the corpus of administrative texts several documents from different sources were chosen. Sources of these texts are the following: <http://europa.eu>; <http://eur-lex.europa.eu>; www.abi.org.uk; www.riotinto.com; <http://register.consilium.europa.eu>; www.loudcry.eu; www.access.sconul.ac.uk; www.british-insurance.com and www.clvsalford.com. For the analysis to be heterogeneous, 8 various types of administrative texts were studied. Different text types included in the analysis were agreements, an insurance advice document and insurance policy, business correspondence (letters), fire evacuation instructions, an EU strategy agreement, an application form and a purchase agreement. Those texts with a lower number of pages were analysed as they were published – in their complete content. Those texts that contained a high number of pages (agreement) were analysed to the length of approximately 3000 words. For the analysis of the newspaper discourse, 18 articles of British broadsheets were chosen. For this research all of them were analysed in their original length. The source webpages from which articles were obtained are: www.telegraph.co.uk, europa.eu, www.guardian.co.uk and www.bbc.co.uk. Articles were chosen from different topics and areas of reporting such as science, technology, politics and common everyday news.

The corpus of both styles accounts for approximately 10.500 words in each style (specifically those within the administrative style account for 10.525 words and texts in the journalistic style account for 10.546 words). Passive structures in original texts are marked as follows: the subject of the clause or the noun or noun phrase related to the passive structure is in bold and the passive structure is underlined. Analysed sentences are labelled firstly with the character according to what style they represent: **A** – administrative / **J** – journalistic, then the number of the article follows and finally there is the number of the sentence. Consider the following example: J1-10 means that the sentence can be found in the article n. 1 from the corpus of the journalistic style, sentence n. 10.

6.3. The use of the passive structure

Generally, when considering the form of the passive structure, the research has defined that it occurs quite frequently in both styles. In the following chart the overall occurrence of all passive structures has been displayed:

	Occurrence	Ratio (%)	Total
Administrative style	265	56.26	471
Journalistic style	206	43.74	

Chart n. 1 Overall occurrence of the passive structure

As discovered by the research, in both styles the passive structure appears very often. The total amount of passive structures in analysed texts accounts for 471 occurrences of passive structures. In this figure, all forms of the passive structure are counted, including non-finite -ed participle clauses. When comparing both styles together, a higher frequency of occurrence was discovered in texts in the administrative style which accounts for 56.26 % (that is 265 instances in approx. 10.500 words), than with the journalistic style, where the ratio stands at 43.74 % of passive structures (206 instances in approx. 10.500 words). This balanced proportion for both styles have similar reasons for using the passive, but sometimes the passive is used with specific purpose, as described later. We can presume that particular functions of passive structures will be applied in both styles with the similar communicative aim (for example in cases of agent's suppression) and also some functions have specific reason for the particular style and are used differently. Firstly, we will briefly examine verb phrases in passive sentences and the frequency of use of particular structures.

6.4. Finite and non-finite verb forms in the passive structure

The analysis now will define the matter of finite and non-finite verb forms in passive. As shown by the research, there are some differences between these two styles. All verb forms in the passive voice were counted throughout the research. For the purpose of this paper, also –ed participle clauses were considered as the passive verb form but these were counted separately in order not to significantly influence the result.

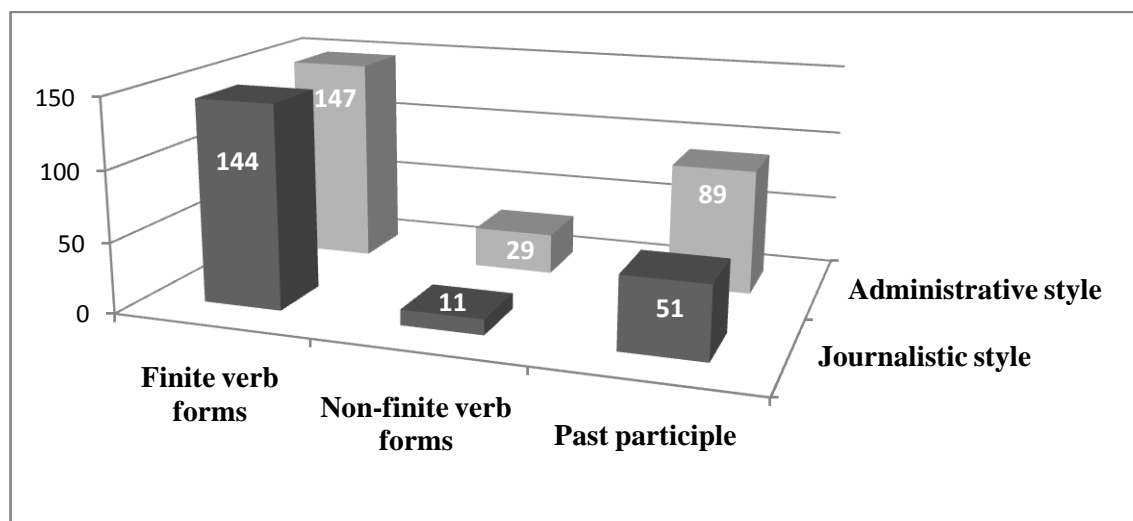


Diagram n. 1 Verb forms in the passive structure

As it is pictured on the diagram n. 1, the proportion of the occurrence of finite verb forms has a significantly higher value of occurrence in both styles. There were 147 instances from the total amount of 265 in administrative texts and 144 instances from all 206 passives which were found in the journalistic style. This observation can be clarified by the fact that almost all finite verb forms in the passive voice function as a predicate of a sentence and these mainly appear in principal clauses or in postmodifying relative clauses. As it is displayed in following examples:

All actions should be properly monitored and evaluated. (A6-18, A6-19)

Life insurance can be used to pay any inheritance tax liability. (A8-62)

Preliminary results were published in November 2008. (J4-16)

...their own network, which has been traced by researchers (J16-5)

Subsequently, the occurrence of non-finite passive structures has a lower value. In the administrative style, 29 instances of non-finite passive structures were found and there were only 11 sentences in the journalistic style. This group of passives contains –ing participle verb forms and to+infinitive passive structures. Considering the administrative style, to+infinitive passives were employed in 19 sentences, and the 3 remaining were –ing participle clauses. To+infinitive passive structure was used as a postmodifier of a noun or a noun phrase (6 times) in the administrative style as it is seen in the following sentence: ‘*Actions to be taken in the event of a fire alarm within a single flat.*’ (A5-26) or primarily as a complement to the verb in the sentence which was

found in 13 out of 19 to+infinitive passives, for example: ‘*Three measures **need to be taken.***’. (A6-29) To+infinitive passive clauses were also employed in sentences in newspaper reporting – where 9 instances were found. We can also display this employment as two functions: as a postmodifier (3 times): ‘***urgent steps to be taken by the EU***’ (J18-2) and as a verb complement (6 times): ‘***generic entry seemed to be delayed***’ (J4-15).

There were also a few non-finite passive sentences with -ing participles found and the research brought to light that in both styles this structure is not so common - only 3 instances out of 29 non-finite passives in the administrative style. In the journalistic style, the proportion of to+infinitive vs. -ing participle had very similar values. To+infinitive passives were found in 9 sentences and -ing participle appeared only twice.

*a fire **being discovered*** (A5-5)
*with priority **being accorded** to concluding planned agreements* (A6-10)
*A summary of current action **being carried out by both the Commission and by Member States*** (A6-33)
*the cash element **being limited*** (J1-19)
*a question also **being asked** in Rome* (J18-6)

7 completely different non-finite structures were found in the administrative style where the auxiliary be was completely omitted: *Alarm Panel **reset*** (A5-21), *Entry **made** in Incident Log* (A5-24), see also A5-19, A5-20, A5-22, A5-23, A5-25.

The reason for using non-finite structures is that it is a very useful language tool of postmodification and also for expressing the verb action, especially in the news where space economy is paramount. The percentual diagram of verb forms can be found in the appendix n. 27.

Considering the aspect of time in finite and non-finite verb forms, Biber’s statement is confirmed that progressive passives in news reportage and academic prose are used occasionally. (1999:483) As the research found, there were only 8 progressive passives in news (J1-18, J1-19, J3-16, J9-5, J9-6, J12-4, J14-2, 18-6) and only 3 instances of this time aspect in the administrative style (A5-5, A6-10, A6-33). Progressive passives are used mainly to refer to some present situation which is more typically reported in the

news. On the contrary, using this type of the passive in the administrative style is not so common because in most cases the stative meaning of the verb action is regarded. All 3 examples of the administrative style and 2 out of 8 instances of the journalistic style have a non-finite verb form (in the function of postmodifier – J1-19, J18-6). All passive sentence with progressive time aspect can be found in the appendix n. 29.

6. 5. -Ed participle clauses in the passive voice

As it was stated at the beginning of the paper, -ed participle sentences were also included in the analysis. It makes up approximately one third of all passive structures found in administrative texts, as it accounted for 33.58 %, that is 89 structures out of the total amount of 265 passives observed by the research in the administrative style. Compared with this result, the proportion of the –ed participle clauses in the journalistic style is lower – 51 instances out of 206 sentences (24.76 %). When comparing two different English styles, we can say that the administrative style has a more complex postmodification than the journalistic style regarding the –ed participle clauses. Therefore, one reason for using the –ed participle passive is to postmodify nouns or noun phrases used in particular types of texts such as agreements, strategies or contracts where a high frequency of reference is used. Authors of documents need to use these structures quite often to refer to some parts of documents or to other sources, as it can be displayed on following examples:

*An effective response to **the broad challenge described above** (A6-20)
National Insurance and income tax deductions (based on 2002/2003 tax and NI rates). (A8-72)*

These are very important for the referencing because administrative documents are usually very long and contain interrelated sources of information or annexes to which authors need to refer. -Ed participle used as a postmodifier is a very useful tool in administrative texts. Contrary to this, as the results of the research show, it also appears quite often in journalistic style, because in some cases the author also needs to specify the event reported or to focus on some documents related to the event mentioned in the article: ‘*figures released by the Office for National Statistics*’ (J5-1); *reforms to education in England outlined today* (J6-2). Also see for example: J3-15, J6-3, J6-11.

As it has already been stated, finite verb forms usually appears in the verb phrase that functions as a predicate of the sentences. On the contrary, -ed participles function mainly as postmodifiers in both styles and are restricted to the subordinate position. When considering firstly the administrative style, the past participle appeared in many cases and was used to specify, refer to or explain some information about the noun phrase of the sentence, as it was used in: ‘*The information provided here is essential to your application.*’ (A3-3) The past participle is closely linked to the passive as it can be rewritten to full clause: ‘*The information that is provided here is essential....*’. All cases where the past participle was used could be rewritten this way but for the purpose of the text it is not necessary to express everything by full postmodifying clauses and so the use of the passive is essential. Similarly in newspaper reporting, the past participle was used very often. As seen in this sentence: ‘*Sunday's protests had a title - Se non ora, quando? (If not now, when?) - designed to express the frustration*’ (J8-6), we can see that the –ed participle clause is an efficient tool to modify the noun in the newspaper report. Further examples: J1-13, J3-9, J4-3, J10-2.

6.6. Passive relative clauses

The practical analysis also attended to the matter of full postmodifying relative clauses. The passive structure is also a very frequently used type of postmodification in the news, like in: ‘*investment bankers at HSBC, who are usually paid in mid-February*’ (J1-5), This sentence shows that the passive structure can be used in order to save space in newspaper articles as they are required to be very short and as informative as possible and also there is no necessity to repeat the subject of the clause. There were 14 instances of passive relative clauses found in the journalistic style. Contrary to this result, only 4 full relative passive clauses were used in texts of the administrative style (A6-22, A8-6, A8-44, A8-59). By these figures, we can confirm that in the administrative style, previously mentioned –ed participle clauses are used more often and on the other hand, full relative clauses have a higher proportion of use in the journalistic style. As it can be seen from this result, each style requires different forms and lengths of postmodification.

6.7. Get-passive

In the research, there was only one ‘*get-passive*’ structure found in each stylistic corpus. The theory is confirmed by this result that the *get-passive* is used chiefly in spoken English with a lower level of formality. In the administrative style, the *get-passive* was used in the sentence: ‘*you will get paid*’ (A4-5). The emphasis in this clause is put primarily on what the result of the verb is. In the journalistic style, this structure was found in the example: ‘*He denies ...abusing his power to get her released by police*’ (J8-2) – where the *get-passive* structure is used with an animate agent added in the agent *by*-phrase and where the verb also refers to the result of the verb action.

So far, the practical analysis defined the structural form of the passive structure and its verb phrases, and in following chapters, its main communicative aims will be studied.

6.8. The use of the short passive structure

Generally, we can say, according to Biber’s statement that the main purpose of the short dynamic passive is to leave the initiator of an action unexpressed. (1999:938) There are several reasons related to a lower importance of the information value of the agent phrase. As it can be seen in the following chart, generally known statements and linguistic theories are confirmed by the research.

	Short passive structure		Long passive structure		Total
	Occurrence	Ratio (%)	Occurrence	Ratio (%)	
Administrative style	222	83.77	43	16.23	265
Journalistic style	174	84.47	32	15.53	206

Chart n. 2 – The use of short and long passive structures

Short passives are used in the majority of all sentences with the verb in the passive form considering all structural forms and also its finite and non-finite verb forms. By this outcome, we can say that it fulfils the general statements about the occurrence of the short passive structure and as the research shows, proportions of occurrences of the short and long passive structures are very different. Also it only slightly deviates from Quirk’s findings that ‘four sentences out of five have no expressed agent.’ (chapter 3.1.)

This theory was confirmed by the research for the administrative style where the short passive structure ratio makes up 83.77 % (that is 222 instances from total 265) and also by the journalistic style where the proportion is 84.47 % of passive structures (174 passive structures from the total amount of 206). Results are also displayed in diagrams in appendix the n. 28.

6.8.1. Agentless passive structures

The short passive structure is often employed due to its main characteristic function that allows it to keep the agent of the sentence unexpressed for different reasons. Short passive structures can be divided into several main groups where: 1) the agent is known but irrelevant to express; 2) a general human agent of the verb action is implied; 3) no agency is implied. Particular groups of reasons for the use of the passive will be gradually described in following paragraphs.

In the group n. 1, all passive structures can be included where the agent is generally known from the context of the document or the article, or is in relation to the content of the text or is the author of the text. Firstly, we will pay the attention to the first reason – the reader knows the agent. In both styles, there are many sentences from which we can logically identify the unexpressed agent. 155 sentences were found implying a definite human agent in the administrative style from the total amount of 222 short passives. Several different relations to the agent and the action of the verb were studied.

Firstly, defining **the definite human agent** by the passive structure ensures that the sentence states some general information, conditions or actions made, for example by software programmes or some people who do not needed to be mentioned or have already been stated in the document, as it can be seen in the following example:

All claims payment will be made directly into your bank account (A4-22)

When considering the example A4-22, we can say that the reader who is reading the advice understands that the payment is made by the bank or some person responsible for payment transfers so there is no need to express the agent in the *by*-phrase. This is a typical use of the passive to make the sentence more impersonal. If the author of the text uses the active form, there will be more personality than in the passive: *'We will make*

all claims payment directly into your bank account.’. This is very untypical sentence structure in administrative documents and it is also the reason for the high occurrence of passives in this style. Or it can be completed with the by-phrase: *‘All claims payment will be made directly into your bank account **by the bank.**’*. In this case, expressing the agent in the by-phrase is considered to be really redundant. Some activities or transactions by banks or other institutions are usually considered to be done automatically and so expressing it with the short passive structure can be regarded as natural. (Further similar examples: A4-20, A8-51, A8-66)

Another example where the agent is not expressed because it is not needed to be said and its expression may be considered to be redundant is the following: *‘Theft by employees is usually not covered’* (A8-16); *‘if your claim is accepted’* (A4-7). Of course these sentences can be closely related to the previous part, because the agent is considered to be redundant and is also known but unexpressed. One main reason for the use of the short passive structure can be found in sentences A8-16 and A4-7 where it is clear that the organisation who issues these insurance policies is known by the reader. The institution issuing the document states what is covered by the insurance and does not need to be repeated in the document. Considering the article A4, it is almost the same situation where the organisation will or will not accept a customer’s claim. Repeating the agent in the *by* -phrase would be redundant, especially when this fixed phrase is used repeatedly in the document (*‘Your claim will not be accepted.’* A4-15) Similar examples appeared in A4-12 and A4-20 with the passive verb *‘covered’*, which is relating to the scope of the insurance of the institution. Another reason for not expressing the agent is that it is logically known from the context of the text. In the example ***This Agreement is made** on 2008 between...* (A7-1), we can see from the following lines of the document, that it is not necessary to mention by whom the agreement is made because the parties are stated below.

The passive structure used to make the text more impersonal is used in the sentence where the agent implied is the reader: *‘the maximum time needed to get your business working normally.’* (A8-22). This sentence contains reduced relative clause and can be rewritten to the full version as following: *‘The maximum time that is needed...’* or to the active voice: *‘the maximum time that you need/that you will need...’*. When these

alternative sentences are compared, we can say that the initial passive structure is the best way to express it with regard to the impersonal aspect of the text.

In newspaper articles, this reason for using the short passive is also very important. Definite agents implied by the passive were observed in 142 out of 174 instances. In many sentences the reader already knows about the agent or the organisation reported so there is no need to repeat it again. Therefore, especially in particular articles, it would be redundant to write it again in future sentences.

In the sentence: '***the banks are still expected to pay billions of pounds of bonuses this year.***' (J1-20), we can see that the passive phrase refers to some institution or also to bankers/shareholders who expect bonuses to be paid by the bank. Alternatively, in the sentence: '***Bankers are normally told about their bonuses and are paid them before the results at the end of the month.***' (J1-15) This sentence is reversely connected with the bank but from a different viewpoint. Oppositely as in the previous sentences, where the implied unexpressed agent is the banker, in this sentence the agent, which can be understood from the sentence, is the bank. The same explanation can be applied to sentences J1-3, J1-5, J1-6, J1-9. The reader knows that this information is interrelated with the institution or persons reported and expressing them in by-phrases is unnecessary.

It should be pointed out that it is used quite often when reporting about some organisation that does not need to be repeatedly written, like in following examples from the article n.3:

*The deployment phase began in 2008 and work **has been divided into six lots which have all been opened** to public procurement markets. (J3-10, J3-11)
The final two lots, which concern ground infrastructure, will be allocated in 2011.(J3-13)*

The reader knows from the beginning of the article that these activities are from the company EGNOS mentioned earlier and it is therefore irrelevant to express it. Similar instances where a definite human agent is repeatedly implied occur in the majority of articles. For example in the article J6 it is clear that the implied agent can be identified from the text as the government and local authorities, sentences including short passives in the article J7 also refer to the government and state forces who are able to free

imprisoned persons. The clear identification of the implied definite agent is also found in the article J15 where it refers to employers who do not need to be mentioned because it is not of particular importance for the reader.

In the second group stated at the beginning of this chapter, there can be a general human agent (unspecified or unknown), so that there is no indication of who is performing the action. The research found 36 instances implying a general human agent in the administrative style and 21 instances in the journalistic style. This proportion is quite balanced as the reason for using this type of passive structure is the same – so as not to express the agent of the sentence because it refers to some group of people or is not known by the author or the reader.

A general human agent is quite often implied in the administrative style. Short passives in the administrative style are usually used when the action is considered to be generally known as for example in the following sentence:

***The industry's agreement with Government, known as the Statement of Principles,** commits insurers to continue to cover properties... (A2-3)*

In the sentence A2-3, it is presumed that the agreement is generally known by people or some specialists from the business area related to this document. This phrase is used appositively to specify the noun phrase in the principal clause 'industry's agreement'.

Another example from the administrative style shows the short passive structure can be considered as a tool for expressing some generalization. In the sentence: '***It is then known** as "key person insurance".'* (A8-53), the passive structure is used to generalize the previous information for the insured person who reads the document. Firstly, there is the description of the insurance, and in the following statement, the passive structure implies that the content of the insurance described is marked with this phrase.

Additionally, we can say that the short passive structure is also used for expressing general meaning, requirements, advices or references in the administrative style. These are usually not necessary to be said directly to some person or organisation, so the impersonal way of saying things is required. Therefore, authors used the following passive structures in the administrative style:

'a long-term plan is needed' (A2-2);
'fire log book (this can be found in the Health and Safety Documentation folder)' (A5-14);
'steps are needed to develop' (A6-4).
'All roles must be covered at all times.' (A5-18)

In all these examples, it is presumed that it does not refer to a defined person or group of people. In cases like A2-2 and A6-4, we can presume that the author of the document does not want to name the agent intentionally and wants to keep an impersonal attitude. In cases like A5-14, the function of the passive to bring more impersonality to the text is applied. It is also used for referencing but not to some exact part of the document. With this phrase, the author refers to some other sources and documents where more information can be found or viewed. See further examples: A1-6, A1-7, A8-26. A similar idea comes to mind when we focus on the sentence A5-18, where the author of the instructions does not know in advance who will cover the roles mentioned in the document and by expressing it with the passive, there is no need to name agents in the by-phrase. But there is also a clear implication that the roles will be covered by responsible persons appointed for it by the organisation issuing the document with the instructions. So far various reasons and functions of the short passive structure implying a general human agent were studied in relation to the administrative style and in the following lines the attention will be focused on comparing this use with the journalistic style.

An indefinite general human agent is occasionally implied in the newspaper reporting. 22 instances were found from the total sum of 174 short passives. We can say these are used less often because the author of the article usually reports about some organisation, people or events which are known from the beginning of the article or it is irrelevant to express them. But in some cases, the reporter or the author of the article also refers to an unknown group of people or agent who is not identified. As it can be seen in this sentence: *'It is expected to help secure a bigger share of the space market technology'* (J3-1), and in phrases like, *it is expected / it is hoped / it is estimated'* - these types of phrases can convey the meaning of some general expectations or thoughts. See also J3-3, J3-4, J11-5, J12-13, J15-6, J16-9, J17-4. This can be used precisely to make the message more impersonal and more general so the reader can understand the message with a neutral impression. However the news is presented to many people from different

parts of the country and also to foreigners who read daily news, the author can refer to some generally known statistics, entities or terms which are published by different organizations. The reader may know the entity that is reported about or he or she receives the message with the impression that the event reported is considered to be known by other people in general. Here are some examples where a general human agent is implied:

***Aids is seen** to be endemic to Haiti and Zaire. (J11-6)*

***Relatives of prominent dissidents, known as the Ladies in White** (J7-2)*

***102EX – also known** as the Phantom Experimental Electric (EE) (J14-5)*

As we can see in the sentence J11-6, that general statistics about AIDS are published and there is no need to express the agent, or we can say it is irrelevant to mention the organization that published this statistical result, because the reader knows details about this matter from the first lines of the article. Similarly in the second example, the past participle used in the appositive postmodification implies some generally known group of people and the agent *by*-phrase cannot be added. In this sentence the question of who is the agent is unimportant. See also J14-4.

Finally, the smallest group of passives implying a definite human agent in the administrative style can be defined as ‘passives implying to the authorship’ where authors refer to some parts of documents (only 4 instances in administrative style; no example found in the journalistic style). These are used to refer to the previous or following information given in the document like in: ‘*An effective response to the broad challenge described above.*’. (A6-20); ‘*Information on all of these areas is detailed below.*’. (A8-2). Further examples: A6-46, A7-22. The authors of the documents need to direct attention to another part of the document and so the agent does need to be stated additionally it could sound unnatural when author refers to himself.

In the theoretical part, it was stated that the passive can be also used in newspaper headlines. There were found only one instance of the passive voice used out of 18 headlines included in the research: ‘*Defeating Milosevic: Troops **may be needed***’. (J17-1) Immediately, in the following lines of the article, it is explained who will need the troops mentioned in the headline and other circumstances related to this.

The last group of short passive structures contains sentences where no agency is implied. The proportion of the occurrence of this function of the passive structure is quite low for both styles. 27 instances were found from all 222 short passives in the administrative style (12.16 %) and 11 instances from all 174 in the journalistic style (6.30 %). This function of the short passive structure can be demonstrated in the following examples: '***The assembly point is located at the rear of Eddie Coleman Court along the fence line.***'(A5-8); '***RIO Tinto Plc, a company incorporated in England***' (A7-2). In these sentences the agent by-phrase does not need to be created because the sentence does not refer to some human agent. Further examples: A5-29, A6-31, A8-72. Similarly, sentences with no agency implied also appeared in texts of the journalistic style. It can be demonstrated in examples: '***Bonus payments at HSBC have been delayed by a month following a decision by the bank***' (J1-1); '***the US-Cuba Trade and Economic Council - based in New York***' (J9-8). From these sentences it is understood that this function of the passive is applicable for both styles analysed and when the verb forms are considered, in the first examples of both styles there were finite verb forms used, and in the second example of a different style, the -ed participle clause was found. The passive structure that does not refer to the agent of the verb action is usually used in sentences where stative verbs are used and there is no action presumed.

Additionally, one specific instance of the short passive that was found by the research is related to the viewpoint of lexicology. Several verbs are restricted to appear only in the passive verb form and one of them is the verb '*born*'. This verb appeared in the sentence: '***A child of an infected mother has been born***' (J11-12).

So far, various reasons for using the short passive structure has been demonstrated from examples found in the research. We can say, quite definitively that some functions of the passive are very similar for both styles. To sum up, it should be pointed out that in many sentences of different styles the agent's suppression was used for the same reason. In the following part of the analysis, different reasons for the expression of the agent will be studied.

6.9. The use of long passive structures

The ratio of the occurrence of long passive structures does not account for high numbers. Although not so common, the long passive structure has a very important and informative function as it was mentioned earlier. The research brought out the observation that the ratio of the occurrence of long passive structures accounts for 16.23 % (43 passive verb forms) in the administrative style and for 15.53 % (32 passive verb forms) in newspaper reports. Indeed, the use of the long passive structure is of particular importance. Important information in newspaper reporting and administrative documents needs to be said, mentioned or marked and the long passive structure is a very efficient language tool for giving the information about the agent that should not to be suppressed in particular sentences.

Firstly, the attention will be focused on the employment of long passive structures in texts of the administrative style. The use of long passives can be interpreted from the viewpoint of its function – whether it represents agential or instrumental use. It should be pointed out that organisations or state bodies are considered to be related to a human agency, and it is regarded as a particular group of people, for example: ‘*IT support departments*’ (J16-4) where the reader understands that the group of people from the IT support department is responsible for the action.

Long passives found in the administrative style account for almost similar proportions to those in the journalistic style and half of them are considered agential (21 out of 43 instances) and the remaining (22 instances) are considered to represent an instrumental interpretation. The difference can be demonstrated in the following examples with a human agent expressed in the by-phrase: ‘*personal data supplied by you will be used*’ (A3-1); ‘*a person duly authorised by the sender*’ (A7-35) From these sentences it is clear that the active subject would be animate. These agents can become the subject of the corresponding active clause and as Biber states; sentences with agential by-phrase contain all sentence elements of the active clause and can be easily rewritten (contrary to agentless passives). The agent given in the by-phrase is a person or some entity of people as in: ‘*A summary of **current action being carried out by both the Commission and by Member States***’ (A6-33) In this sentence we consider the Commission and Member States as animate agents because this are governed or represented by people.

As we can see from the following sentences, contrarily, the subject of the active would be inanimate, so it is interpreted as an instrumental force, but still considered to be a long passive structure: ‘remove ***the source of the smoke*** as required (***usually caused by cooking or toasting***)’ (A5-30); ‘***The nature of their relationship*** with the EU ***will be positively affected by their level of co-operation***, given the central importance of these issues’ (A6-13).

Long passive structures can be distinguished similarly when found in the journalistic style. The proportion of use of long passives is not as balanced as in the administrative style. 25 long passives were found with animate agent and only 7 inanimate agents that could be interpreted as instrumental agent phrase. Considering this result, we can say that the news usually informs about some organisations, officials or people considered to be responsible for some action. It can be demonstrated in sentences with an animate agent in the by-phrase: ‘***letter penned by Peruvian President Alan Garcia***’ (J13-7); ‘***rules set by the OECD***’ (J10-10); ‘***economic changes launched by President Castro***’ (J9-4). In this type of the passive structures by-phrases were found referring to both people and organisations (for example: *the church, police, government, Commission, etc.*) This can be the reason why the result of by-phrases with an animate agent accounts for a higher ratio of occurrence. Contrawisely, inanimate agents in by-phrases were of various types: *the floods, shortcomings, statements, etc.* It is the author’s choice whether to place this inanimate agent as the subject of the active or the agent of the passive. Some information needs to be marked and so it is placed at the end of the sentence as it is considered to be more important. The unmarked subject position is associated with the less important words and the end-weight principle is usually the most important factor for using the long passive structure, as the agent can be placed in the final position.

One sentence with a ditransitive verb was found as it could have two objects in the active clause. In the sentence: *We believe that ***the name*** “Seventh-day Adventist” and reasonable variations thereof, ***was given to us by Yahweh***, ... (A1-8) we can consider the use of the passive voice mainly for the purpose of the end-weight principle, so the indirect object is retained on the initial position and the direct object of the active clause „the name“ became the subject of the passive clause.*

7. CONCLUSION

This thesis was carried out to state various types of the passive structure and observe the frequency of its use in two different styles. At the beginning of the paper several theories of passive structures were studied which was later applied to the results of the practical analysis. At the beginning of the analysis there was an overall study of all passive structures used in texts of the administrative and journalistic style. The results showed that the frequency of using the passive structure is not so different for these styles. Although there was a higher number of occurrences for the administrative style which is considered to contain more past participle structures (studied as passives) in order to postmodify nouns and noun phrases in documents analysed. When considering finite passive structures the occurrence was almost balanced. The most typical sentence position of this verb phrase was that of the predicate of the sentence and also the main verb phrase of postmodifying relative clauses. On the contrary, non-finite structures had a different proportion of use. The research brought out the observation that non-finite passive verb forms are not used so commonly as finite verb phrases.

The main attention of the analysis was focused on the difference between short and long passive structures and mainly on its communicative aim. The results show that the short passive structure is used much more often than the long one. There are several different reasons for the agent's suppression. Firstly, the agent of the sentence is redundant or it is irrelevant to say. This reason was found in most cases of the short passive in both analysed styles. The reader knows the agent from the beginning of the document or the article; or from the context of the text. The agent can be already stated or it is named below so there is no need to write it repeatedly within the document. This type of passive is also an efficient language tool when referencing to some parts of a document or other text sources. The reader then knows where he or she can find more important information and the author of the text does not refer to himself in the agent by-phrase. The second most commonly used passives were employed in sentences where the general human agent was implied. From the viewpoint of the reader's understanding these sentences are quite clear. The agent implied is identified to be some entity of people or state, general knowledge or reference to some general statements or statistics in both styles. A very small group of passives were found when the matter of authorship

was treated. But these are very useful for authors for referring to previous or following parts of texts or other sources of information. Concerning the long passive structure, generally known statements were fulfilled. The agent is not named in 4 out of 5 sentences. But the *by*-phrase added to the sentence may bring a very important information which usually need to be marked so it is used in the passive voice at the end of the sentence. In many sentences the animate agent was found represented by some people or organisations, but there were also instances where the instrumental interpretation of the agent can be applied. The inanimate agent of the sentence is sometimes used which is related with the action of the verb. But its use in the passive counterpart sometimes makes a neutral impression and sounds more natural.

To sum up, it was observed by the research that the occurrence of passive structures is quite common and also quite balanced in its proportion while considering the same functions of the passive in various styles. The passive voice is used to say thing different way and to mark the important information as required.

8. RESUMÉ

Cílem této bakalářské práce je prozkoumat užití anglického pasiva v textech administrativního a žurnalistického stylu. V teoretické části této práce jsou podle teorií známých lingvistů (Quirk, Huddleston, Pullum, Biber, Dušková, Firbas) popsány nejdříve jednotlivé typy pasivní struktury a její tvary. Pasivní věta je zkoumána z hlediska rozdílného užití oproti větě aktivní. Studie se okrajově zabývá finitní a nefinitní formou slovesa užitého v pasivní větě a také větnou funkcí pasivních struktur. V následujících kapitolách jsou specifikovány případy užití krátkého a dlouhého pasiva především s ohledem na jejich funkci a komunikační záměr textu. Ve většině případů je pasivum užito právě za účelem nevyjádření konatele děje z různých důvodů. Jako nejčastější a nejvýznamnější užití krátkého pasiva je považována taková věta, která implikuje lidského konatele. Tento konatel je pro čtenáře znám, ale jeho vyjádření ve větě se může zdát jako nadbytečné či stylisticky nevhodné. Do této kategorie se také může řadit takzvané ‘pasivum autorské’ (*‘as stated above’*), kde autor textu či článku odkazuje na jiné části textu nebo na jiné dokumenty, které jsou zdrojem informací. Druhým nejčastějším typem pasiva je pasivní věta, která odkazuje na všeobecného lidského konatele, kterým je většinou nspecifikovaná skupina lidí, kteří pro čtenáře nejsou známi. V této pasivní větě také můžeme očekávat vyjádření určité všeobecně známé myšlenky nebo nějakého očekávání, které na konatele akce přímo vůbec neodkazuje. Krátké pasivum může být také užito především z důvodu větné důležitosti informace, kterou čtenáři sděluje sloveso, které je pomocí krátké pasivní struktury ponecháno na poslední pozici větě. Tato pozice je známa svou význačností a v tomto případě je pasivum užito jako prostředek aktuálního větného členění, které dovoluje přenést nejdůležitější informaci na konci věty.

Naopak v případech užití dlouhého pasiva je konatel děje na konci věty vyjádřen pomocí takzvané ‘by-phrase’. Tato doplňující fráze vyjadřující konatele akce je většinou předcházena předložkou *by*, ale mohou nastávat i případy, kdy jsou užity jiné předložky (např. *with*, *through*), u kterých zvažujeme interpretaci konatele jako lidského faktoru nebo instrumentální interpretaci konatele. Tato interpretace může být sporným příkladem, kde je zapotřebí zvážit, zdali se nejedná o příslovečné určení způsobu. Toto lze poznat tak, že užití této fráze by bylo naprosto stejné i ve větě aktivní a fráze

nemůže být použita jako aktivní podmět. V posledních dvou kapitolách teoretické části práce se práce zabývá možnostmi užití dlouhého i krátkého pasiva v administrativním a žurnalistickém stylu.

Praktická část práce obsahuje analýzu několika textů, které svým obsahem reprezentují oba styly. Pro výzkum v oblasti administrativního stylu bylo vybráno 8 dokumentů různého typu, aby byl výzkum různorodý. Zastoupena je obchodní korespondence, kupní smlouva, instrukce pro veřejnost, formulář, a také obchodní podmínky. Pro analýzu žurnalistického stylu bylo vybráno 18 různých článků britského denního seriózního tisku z různých oblastí zpravodajství. Korpusy textů obou stylů obsahují přibližně 10 500 slov. Použití pasivní věty jako významného komunikačního prostředku má v těchto textech vždy svůj konkrétní význam. Výzkum prokázal, že výskyt pasivní struktury v těchto stylech je poměrně častý, přičemž v administrativním stylu bylo nalezeno 265 případů a v žurnalistickém 206, celkem tedy bylo pasivum použito v 471 větách. Tyto výsledky byly nejprve zhodnoceny s ohledem na strukturu a složení pasivní struktury, dále se pak práce více zajímá o jejich komunikační záměr a užití v různých situacích.

Nejčastěji je anglického pasiva užito jako přísudku hlavní věty, tudíž i proto byla většina vět použita s finitní formou slovesa a v jejím plném složení – pomocné sloveso *be* + přičestí minulé. V případě pasivní věty, pomocné sloveso přenáší koncovku, podle které rozeznáváme čas, modalitu, osobu i průběhový nebo prostý časový aspekt a je doplněno přičestím minulým, které tuto formu zachovává pouze plnovýznamové sloveso v aktivní větě. Ve zkoumaných oblastech ovšem byly nalezeny případy, kde bylo použito nefinitní formy slovesa, přičemž z těchto vět nedokážeme odvodit čas ani osobu. Tyto nefinitní slovesné vazby byly rozděleny na dva základní celky, obsahující participiální a infinitivní věty. Ve zkoumaných textech se častěji objevovala infinitivní věta ve funkci postmodifikátoru a také jako část přísudku, kdy většinou doplňovala sloveso. V této funkci byla pasivní struktura čteněji využívána v žurnalistickém stylu a to z důvodu úspory místa i efektivní postmodifikace podstatných jmen v textu. Dalším kritériem pro rozlišení výskytu pasivních struktur bylo pouhé přičestí trpné, které bylo hojně užito jak v administrativním, tak i žurnalistickém stylu. Přičestí trpné bylo zahrnuto do analýzy z důvodu jeho blízké návaznosti a spojitosti s trpným rodem.

V administrativním stylu bylo užití trpného přičestí nalezeno v 89 větách, přičemž velká většina těchto struktur měla funkci postmodifikátoru, ale také redukované vztažné věty, která může být současně přetvořena na úplnou nominální větu nebo také větu vztažnou. V 23 participiálních větách bylo užito dlouhého pasiva, oproti tomu v 69 případech bylo pasivum bez vyjádřeného konatele, což se opět blíží tvrzení, že krátké pasivum je užíváno mnohem častěji než dlouhé. Stejně tak v žurnalistickém stylu, kde bylo trpné přičestí nalezeno v 51 větách, z čehož 31 struktur bylo bez vyjádření konatele děje a v pouhých 13 byl agent jmenovám pomocí přídavné *by*-phrase.

Tím se dostáváme k hlavnímu bodu výzkumu práce, kterým bylo použití krátkého a dlouhého pasiva v obou stylech. Do tohoto porovnání byly zařazeny všechny typy a formy pasiva a výsledek potvrzuje všeobecně uznávanou statistiku, která říká, že většina anglických pasivních struktur nevyjadřuje konatele děje. Při analýze textů administrativního stylu bylo zjištěno, že krátká forma pasiva byla použita v 222 větách z 265, a pouhých 43 vět konatele obsahovalo. Stejně tak tomu bylo i v novinových článcích, kde bylo nalezeno 174 krátkých pasivních struktur a konatel děje byl vyjádřen pouze v 32 případech z celkových 206. S ohledem na funkci administrativního stylu jako takovou, můžeme říci, že většina dokumentů je psána neosobním a nezaujatým stylem, kdy je brán zřetel především na obsah informace v textu než na jeho estetickou funkci. Většina krátkých pasivů konatele nevyjadřuje, protože je čtenáři známý nebo vyplývá z obsahu textu, tudíž je nadbytečné a někdy i stylisticky nevhodné konatele vyjadřovat (150 případů). Tato teorie může být aplikována také na žurnalistický styl, ve kterém byl tento záměr užití pasiva nalezen ve 140 případech.

Druhou skupinou pasivních struktur jsou ty, které implikují všeobecného lidského konatele, který byl v administrativním stylu zastoupen 35krát, a v žurnalistickém stylu byl použit ve 22 případech. Tato funkce pasiva je pro autory textů i novináře velice užitečným jazykovým nástrojem, protože mohou psát text s neosobním zaujetím a není zde nutnost konatele vyjádřit nebo to není možné. Tyto věty většinou nemají alternativní aktivní větu, protože by zde chyběl podmět, který je díky krátkému pasivu neznámý, jako například ve větě: '***More information on the BPPG can be found at: www.payontime.co.uk.***' (A8-26) nebo '***102EX – also known as the Phantom Experimental Electric (EE)***' (J14-5). Někdy je také užito této funkce pasiva pro

vyjádření všeobecně známých myšlenek, statistik nebo výsledků výzkumu, jako tomu bylo ve větě: '*Aids is seen to be endemic to Haiti and Zaire.*' (J-11-6)

V neposlední řadě může být také pasivum užito pro referenci na jinou část textu nebo pro jiné zdroje informací. Tato pasivní fráze je nazývána ‚autorské pasivum‘. Její použití můžeme zdůraznit na příkladech: '*a reference to a document includes an agreement (as so defined)*' (A7-22); '*An effective response to the broad challenge described above*' (A6-20). Pokud je pasivum použito v této funkci, bylo by nadbytečné a nesmyslné doplňovat frázi o konatele děje, jelikož by tímto autor odkazoval sám na sebe.

Při analýze textů obou stylů, jak už bylo řečeno, nebylo dlouhé pasivum nalezeno v tolika případech, ovšem jeho užití má svůj specifický význam. Dlouhé pasivní struktury byly v administrativních textech nalezeny 43krát, a v novinových článcích bylo použito dlouhé pasivum ve 32 případech. Tento poměr není tak velký v porovnání s krátkým pasivem, avšak celkem vyvážený pro oba styly. Nejčastěji dlouhé pasivum vyjadřuje jako konatele osobu, skupinu lidí nebo nějakou organizaci spojenou s významem vyjádřeným slovesem. Do skupiny životných agentů byly organizace zařazeny proto, že jsou vždy zastoupeny určitou osobou nebo více lidmi a můžeme je brát jako životný celek. Tato funkce pasiva byla zastoupena ve 21 větách z korpusu administrativního stylu a ve 25 případech vět z novinových článků. Vyjádření životní konatelé byli například tyto: administrativní styl – the government (A1-11), millions of customers (A2-1), a doctor (A4-9), the Presidency (A6-35); žurnalistický styl – Western military analysts (A17-9), international aid agencies (J2-1), President Castro (J9-4). Životný konatel je v těchto stylech vyjádřen poměrně často, jelikož v administrativním stylu zastupuje například určitou organizaci vydávající dokument, a v žurnalistickém je přímo spojen s událostí reportáže a je dobré konatele vyjádřit nebo také zdůraznit. Při analýze těchto stylů bylo také nalezeno 22 případů neživotného konatele v administrativním stylu a 7 případů v žurnalistickém. Tyto většinou odkazují na dokumenty, vyhlášky, přepisy nebo události ve stylu administrativním (by readmission agreements A6-9, by the rules and regulations of all the libraries A3-5, by the laws of England A7-61) a také ve stylu žurnalistickém (by earnings statements J12-12, by regulatory shortcomings A4-18).

V závěru lze říci, že užití pasiva v obou těchto stylech má svou důležitost a funkci. V některých případech je třeba konatele vyjádřit pro lepší porozumění, informovanost nebo i jen zdůraznění. V opačném případě potlačení konatele děje přenáší význam na všeobecného lidského konatele nebo také umožňuje pouze zdůraznit sloveso na konci věty, které může být také tím hlavním zdrojem informace v některých větách. Celkem vyrovnaný poměr výskytu pasivních struktur v obou stylech můžeme hodnotit tak, že je pasiv používán jako efektivní jazykový nástroj, byť v rozdílných funkcích nebo situacích.

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10. LIST OF APPENDICES

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LIST OF ABBREVIATIONS

F – finite verb form in the passive structure

NF – non-finite verb form in the passive structure

ED – ed-participle

S-UNE – short passive structure - unexpressed agent (known, redundant)

S-GHA – short passive structure – general human agent

S-NA – short passive structure – no agency implied

S-AUT – short passive – implying authorship

LA – long passive structure, agential interpretation of a by-phrase

APPENDIX 1)
ARTICLE A1

Creation Seventh Day ● Adventist Church

**1162 Old Highway 45 South
Guys, Tennessee 38339-5216**

United States Field
1-888-284-2487

www.csda.us October 30, 2006

Dear Staff Member:

We are pleased to present you with a gift of **the included publication entitled¹⁾ *Finally... Out of Darkness, Into His Marvelous Light***. Our prayer is that **your soul will be nourished²⁾** to an experience that measures with the inheritance of the saints in light.

In the event that **you have not been informed³⁾** of recent developments within the legal department of the General Conference of Seventh-day Adventists, **our pastor**, along with our various ministries, **have been served with a lawsuit⁴⁾** complaining against our use of the religious name "Creation Seventh Day Adventist." **This action is based upon⁵⁾** an alleged trademark infringement of the purported mark SEVENTH-DAY ADVENTIST® and **can be accessed⁶⁾** online at <http://csdadventistchurch.us/Lawsuit/>. **Much of the SDA trademark controversy history may be viewed⁷⁾** at http://csda.us/tm_alert.html.

We believe that **the name** "Seventh-day Adventist," and reasonable variations thereof, **was given to us by Yahweh⁸⁾**, the God of Heaven and Earth, in accordance with the statement of the Seventh-day Adventist prophetess Ellen G. White: "We are Seventh-day Adventists. Are we ashamed of our name? We answer, 'No, no! We are not.' It is the name the Lord has given us. It points out the truth that is to be the test of the churches." [*Manuscript Releases Volume One*, page 156, paragraph 1] It is **our understanding based upon⁹⁾** Adventist principles that religious organizations that profess to be Christian in nature ought not to employ the aid of civil authority, nor the threat of civil penalties, for the enforcement or protection of their doctrines, reputation or other identifying features, which the Creator Himself has pledged to protect. (Isaiah 31:1, Zechariah 4:6, 2 Kings 19:34)

We believe, as did early and respected Adventist teachers, that the practice of involving the worldly courts to settle ecclesiastical matters is directly antithetical to the spirit of the Sabbath commandment which **the Advent movement has been covenanted¹⁰⁾** to reveal to the world: "Now I want to state a little further upon the principle that no Christian, being a citizen of the kingdom of God, can of right start any procedure in connection with civil government. After **it is started by the government itself¹¹⁾**, that is another question [...] I repeat therefore, that upon the principles which govern kingdoms and governments, the very principle of the law in heaven, or law in earth, a Christian cannot start any procedure in connection with civil government. And of all Christians, Seventh-day Adventists cannot do it. The very keeping of the Sabbath forbids it." [*1895 General Conference Bulletin*, page 28, A.T. Jones]

In light of this aspect of Adventist teachings, we stand convicted by conscience, and find ourselves compelled to protest the actions of the General Conference in both registering its trademarked name and bringing litigation against those it considers to be heretical,

thus employing the strong arm of civil government against conscientious dissenters such as ourselves.

It is hoped¹²⁾ that our doctrine, outlined¹³⁾ in detail in the publication we are sending you, will supply the necessary oil for your lamps, so that you may be found among¹⁴⁾ the wise virgins in this testing hour.

Beyond this, we offer a cordial invitation to all who are willing to reason together on the current Adventist controversy **as suggested¹⁵⁾** in Isaiah 1:18. Let us labor together in adopting a pure worship that is acceptable to the Almighty. At your convenience, we will meet with any who are willing to prove all conclusions from the Bible, rather than **modern traditions adopted¹⁶⁾** from the papacy or the opinions of men.

“Awake to righteousness, and sin not.” (1 Corinthians 15:34a) “Behold, the Bridegroom cometh; go ye out to meet Him.” (Matthew 25:6b)

Your servants in the Messiah,

The CSDA Church Membership

APPENDIX 1)
ARTICLE A1

SDA Conference letter

<http://www.loudcry.eu/USTradeLawsuit/SDAConferenceLetterSAMPLE.pdf>

- 1) **The included publication entitled *Finally...Out of Darkness*** (ED,S-NA)
- 2) Our prayer is that **your soul will be nourished** to an experience (F,S-NA)
- 3) In the event that **you have not been informed** of recent developments within the legal department of the General Conference of Seventh-day Adventists (F, S-UNE)
- 4) **Our pastor**, along with our various ministries, **have been served with a lawsuit** complaining against our use of the religious name... (F, S-UNE)
- 5) **This action is based upon** an alleged trademark (F,S-NA)
- 6) **This action** is based upon an alleged trademark Seventh-day Adventist and **can be accessed** online at [http...](http://...) (F,S-GHA)
- 7) **Much** of the SDA trademark controversy history **may be viewed** at [http:....](http://...) (F,S-GHA)
- 8) We believe that **the name** “Seventh-day Adventist“ and reasonable variations thereof, **was given to us by Yahweh**, the God of Heaven and Earth... (F,LA)
- 9) It is our **understanding based upon** Adventist principles (ED,S-NA)
- 10) **The Advent movement has been covenanted** to reveal to the world (F,S-GHA)
- 11) After **it is started by the government itself** (F,LA)
- 12) **It is hoped** (F,S-GHA)
- 13) It is hoped that our **doctrine, outlined in detail in the publication** (NF, S-UNE)
- 14) **You may be found among the wise virgins** in this testing hour (F,S-NA)
- 15) **Adventist controversy as suggested** in Isaiah 1:18... (ED,S-NA)
- 16) **Modern traditions adopted** from the papacy or the opinions of men (ED,S-GHA)

**APPENDIX 2)
ARTICLE A2**

FT letter for publication 7 January 2011

http://www.abi.org.uk/Media/Articles_and_Speeches/default.aspx

Paul J Davies (“Coalition faces pressure on flood insurance”, January 5) rightly highlights the need for the Government to set out how it intends to “achieve more with less” on flood risk management. Insurers remain committed to ensuring that **the flood insurance cover relied on by millions of customers**¹⁾ continues to remain widely available. For this to happen **a long-term plan is needed**²⁾ to better manage the increasing flood risk and deliver effective flood defence outcomes on the ground. DEFRA’s ongoing consultations on a National Strategy are a welcome step to achieving this.

The industry’s **agreement** with Government, **known as the Statement of Principles**³⁾, commits insurers to continue to cover properties not at significant flood risk, and those at significant risk of flooding where Government has announced plans to reduce the flood risk within five years. The agreement also provides that the premiums charged and policy terms reflect the level of risk. It is quite wrong to suggest that the industry has not been keeping its side of the bargain due to the increase in some premiums and excesses, and indeed many premiums in flood risk areas are substantially lower than the price that would accurately reflect the risk. Most insurers provide insurance cover well beyond the requirements of the Statement of Principles.

The insurance industry and the Government agree that **the Statement of Principles cannot be renewed beyond 2013**⁴⁾. **A new way forward is needed**⁵⁾. That is why the ABI is working closely with Government and other interested parties to ensure that we reach a solution where **the wide availability of flood insurance** through the private market **is maintained**⁶⁾.

Nick Starling
Director of General Insurance and Heath
Association of British Insurers

- 1) **the flood insurance cover relied on by millions of customers** (ED,LA)
- 2) **a long-term plan is needed** (F,S-GHA)
- 3) The industry’s **agreement** with Government, **known as the Statement of Principles** (ED,S-GHA)
- 4) **the Statement of Principles cannot be renewed beyond 2013**. (F, S-UNE)
- 5) **A new way forward is needed**. (F,S-GHA)
- 6) **the wide availability of flood insurance** through the private market **is maintained**. (F, S-UNE)

Application form

Data Protection: **personal data supplied by you¹⁾ will be used²⁾** only for the purposes of administering the scheme, including the transfer of data between home and host libraries and vice versa. **The information provided³⁾** here is essential to your application.

Please complete clearly in BLOCK CAPITALS. Thank you.

Surname / Family name

First Name(s)

Contact email

Please supply an email address where we can contact you if there are any queries about your application.

Library / ID card number (home institution)

Please circle the appropriate categories from both 1 and 2 below:

1. Staff / post graduate research student / taught postgraduate / undergraduate
2. Full-time / part-time / distance learner / placement

To be eligible for SCONUL Access **you must**

- Be a registered library user at a home university or college which supports your type of user.
- **Be considered⁴⁾** "in good standing" (i.e. have abided by the library rules, paid library debts etc.)

I agree to be bound by the rules and regulations⁵⁾ of all the libraries I apply for and / or use

Authorisation: to be completed by library staff⁶⁾
Signature

Applicant's library / ID card expiry date

SCONUL Access card expiry date

Band of User

Library Staff name

Library staff signature Date

Form to be retained by home institution⁷⁾

2011

February

APPENDIX 3)

ARTICLE A3

Application form

http://www.access.sconul.ac.uk/users_info/application_form_pdf

- 1) **personal data supplied by you** will be used (ED,LA)
- 2) **personal data** supplied by you **will be used** (F, S-UNE)
- 3) **The information provided here** is essential to your application. (NF, S-UNE)
- 4) To be eligible for SCONUL Access you **must be considered** “in good standing” (i.e. have abided by the library rules, paid library debts etc.) (F, S-UNE)
- 5) **I agree to be bound by the rules and regulations of all the libraries** (NF,LI)
- 6) Authorisation: **to be completed by library staff** (NF,LA)
- 7) **Form to be retained by home institution** (NF,LA)

APPENDIX 4)

ARTICLE A4

About our policies

<http://www.britishinsurance.com/payment-protection-cover/mortgage-protection-cover.aspx>

At British Insurance, we try to get you the best possible price with the minimum of hassle. We provide policies from a selection of insurers. When you use our Quick Quote facility, we will provide you with **the insurance policy documentation** specific to the insurer **matched to your age and the cover**¹⁾ you selected. These details will also be available when you go through the application process. Please note, if the details you enter onto the application form differ from **the details entered onto the Quick Quote facility**²⁾, the insurer may change and so the policy documentation may also change. Please double check the policy wording and eligibility criteria before you complete your application. Below are the **main features that are included on all the policies**³⁾ we provide. All insurers offer a 30 day ‘cooling off’ period. If you cancel during the first 30 days of the policy, you will receive a full refund provided you have not claimed. **Mortgage payment protection insurance is restricted**⁴⁾ to covering your mortgage and related costs only, whereas income protection insurance allows you to cover any outgoings. Normally, Mortgage Payment Protection is slightly cheaper.

What you can cover

The maximum benefit (the tax free amount **you will get paid**⁵⁾ every month for up to 12 months **if your claim is accepted**⁶⁾ you can cover on the mortgage payment protection insurance is £2,000 or 50% of your gross monthly income, whichever is the lesser.

Excess periods

The excess period is the amount of days you need to wait before you are eligible to receive any payments. We offer 30, 60, 90 and 180 days as well as ‘back to day one’ (although you have to be off for 30 days before you can claim, **you would then be paid**

from the first day you were off⁷⁾. After your excess period, there is a waiting period of 30 days before you receive your first payment.

Types of cover - You can select from three options:

Unemployment insurance only. This pays a benefit if you become unemployed or have to give up work to become a carer. Your policy documents will describe the definition of becoming unemployed or becoming a carer. In general, unemployment means that **you are registered with the relevant government agency**⁸⁾ as unemployed and available and actively looking for a new job.

Accident and Sickness insurance only

This pays a benefit if you are unable to work due to accident or sickness, **as certified by a doctor**⁹⁾. **Normal pregnancy or childbirth is not classified as accident or sickness**¹⁰⁾.

Unemployment, Accident and Sickness insurance combined

This covers both of the above. Unemployment only cover is not available if you select a 180 day waiting period.

Incidents insurers normally do not pay out on:

Accident and sickness

There are specific restrictions with regard to back conditions, chronic conditions, stress anxiety and depression, AIDS, HIV and pregnancy, childbirth or abortions. The policy documentation will provide you with the full details. **Accident and Sickness** as a result of Deliberate injury or Alcohol, solvent abuse or drugs **are not covered**¹¹⁾. Any medical condition you already have, for instance if **it is diagnosed**¹²⁾ or you sought treatment for it in the 12 months before the policy start date and the condition recurs within the 24 months after the policy start date.

Incidents insurers normally do not pay out on:

Unemployment

Please do not buy this cover if **you already have been told**¹³⁾ there is a risk of redundancy. **Your claim will not be accepted**¹⁴⁾ if **you are notified**¹⁵⁾ you will become unemployed or need to become a carer during the first 120 days of the start date of the policy. Beware! The 120 days are from the start date you select for the policy, not the day you buy it. If you are transferring your Payment Protection Policy or cover from another provider, the underwriters will waive the 120 day initial exclusion period on your new policy so long as you can prove that there is no gap in cover between the old policy ending and the new one starting, and that you meet the eligibility requirements for transferring. **Further details** about transferring your cover **can be seen in the policy wordings**¹⁶⁾. You have had to be in permanent work for 6 months. Some insurers stipulate the 6 months prior to the start date of this policy, some prior to the date you claim. If you are self employed or a fixed term contract worker, **cover for unemployment is provided**¹⁷⁾ only in certain circumstances. If you choose either Unemployment only or Accident, Sickness and Unemployment cover we recommend you read the policy wording thoroughly to make sure you are happy with **the cover provided**¹⁸⁾. **Voluntary redundancy, resignation or retirement are not covered**¹⁹⁾.

Other information

This policy is paid²⁰⁾ by monthly direct debit. Cover operates on a monthly basis and continues for each month that you pay your premium. Cover can continue until you retire or reach the age of 65, or you or the insurer cancel. You can cancel your policy at any time by giving written instruction to the insurers/administrators and by cancelling your direct debit with your bank. The insurers must give you a minimum of 30 days notice in writing to your last known address if they intend to cancel your policy. **All claims payment will be made directly into your bank account²¹⁾**. All our insurers have signed up to the Financial Services Compensation Scheme (FSCS) and Financial Ombudsman Scheme (FOS).

- 1) **the insurance policy documentation** specific to the insurer **matched to your age and the cover** you selected. (ED, S-UNE)
- 2) **the details entered onto the Quick Quote facility**, (ED, S-UNE)
- 3) the **main features that are included on all the policies** we provide. (F, S-UNE)
- 4) **Mortgage payment protection insurance is restricted to covering your mortgage and related costs** only (F, S-UNE)
- 5) **you will get paid** (F, S-UNE)
- 6) **if your claim is accepted** (F, S-UNE)
- 7) **you would then be paid from the first day you were off** (F, S-UNE)
- 8) **you are registered with the relevant government agency** as unemployed (F,S)
- 9) **as certified by a doctor** (ED,LA)
- 10) **Normal pregnancy or childbirth is not classified as accident or sickness**. (F, S-UNE)
- 11) **Accident and Sickness** as a result of Deliberate injury or Alcohol, solvent abuse or drugs **are not covered**. (F, S-UNE)
- 12) **it is diagnosed** or you sought treatment for it in the 12 months before the policy start date and the condition recurs within the 24 months after the policy start date. (F, S-UNE)
- 13) **you already have been told** there is a risk of redundancy. (F, S-UNE)
- 14) **Your claim will not be accepted** (F, S-UNE)
- 15) if you **are notified** you will become unemployed (F,S)
- 16) **Further details** about transferring your cover **can be seen in the policy wordings**. (F,S-GHA)
- 17) **cover for unemployment is provided only in certain circumstances** (F, S-UNE)
- 18) **the cover provided**. (ED, S-UNE)
- 19) **Voluntary redundancy, resignation or retirement are not covered**. (F, S-UNE)
- 20) **This policy is paid** by monthly direct debit. (F, S-UNE)
- 21) **All claims payment will be made directly into your bank account**. (F, S-UNE)

EMERGENCY FIRE EVACUATION PROCEDURE

John Lester & Eddie Colman Courts

Description

The purpose of this document is to provide site specific information for the management of an outbreak of fire in both John Lester and Eddie Coleman Courts.

Action on discovering a fire

Any student discovering a fire should immediately activate the fire alarm system, warn all persons in the immediate vicinity of the presence of a fire, leave the building, advise main reception in John Lester Court of the location of the fire and proceed promptly to the designated assembly point.

A member of staff discovering a fire should immediately activate the fire alarm system, check that there is no one in immediate danger, supervise the orderly evacuation of the floor and advise the Evacuation Controller (EC) of the location of the fire.

In flats, **minor fires may be tackled with**¹⁾ fire blankets only if **it is considered**²⁾ safe to do so and the individual is competent in their use.

Alarm activation

The operation of a kitchen detector in any flat will relay to the fire alarm panel that a potential fire is in progress. (pre-alarm)

The operation of a hallway detector or break glass alarm point in any flat will relay at the fire control panel triggering the alarm sounders on that particular floor only and the floor above.

The operation of a detector or break glass alarm point in any stairwell will relay on the fire control panel **followed by the alarm sounders**³⁾ on the whole building.

Evacuation

A 'Stay put procedure' is in place, which states that on hearing the fire alarm sounding, residents **only in for the affected flat** must evacuate immediately. All other residents must remain where they are and await further instruction.

The fire services will be notified⁴⁾ in the event of **a fire being discovered**⁵⁾, **their advice will be followed**⁶⁾ on arrival.

All evacuees should not attempt to take any personal belongings with them. In the case of leaving a room, **the door should be closed**⁷⁾ behind the last person out. All evacuees must not use the lifts during evacuation, they must follow the green signs indicating the shortest exit route and make their way to the assembly point.

EMERGENCY FIRE EVACUATION PROCEDURE

John Lester & Eddie Colman Courts

Assembly point

The assembly point is located⁸⁾ at the rear of Eddie Coleman Court along the fenceline.

Responsibilities

Fire Warden (FW)

In the event of the pre-alarm at the panel or fire alarm sounding, the Fire Warden will check the fire panel; he/she will then immediately proceed to the source of the alarm to identify the cause of activation, ensuring he/she is carrying a fully charged two way radio (if 2 SOs on duty) or preferably a mobile phone.

Refer to page 5 of this procedure for specific instruction on how to deal with suspected fires in a flat.

The FW(s) will supervise the assembly point ensuring a **safe distance is maintained**⁹⁾ between the building and everyone except the emergency services and **any other persons involved**¹⁰⁾ in the management of the fire.

The FW(s) must keep access routes clear to allow the emergency services quick access to the accommodation blocks.

Evacuation Controller (EC)

There is an eight minute window to establish if **the fire brigade need to be called**¹¹⁾, after which **they must be called**¹²⁾ automatically.

If the activation is as a result of an alarm panel fault, equipment fault or tampering, **the details are to be recorded**¹³⁾ in the security log and fire log book (**this can be found**¹⁴⁾ in the Health and Safety Documentation folder). In the case of a false alarm **the fire panel must be reset**¹⁵⁾.

The EC will make his/her way to the security lodge where he/she will coordinate the evacuation of the necessary areas with all fire wardens and greet the Fire Brigade to inform them of all pertinent information.

All details will be recorded¹⁶⁾ in the Incident log book immediately after the event and an **investigation initiated**¹⁷⁾

EMERGENCY FIRE EVACUATION PROCEDURE

John Lester & Eddie Colman Courts

Roles

All roles **must be covered**¹⁸⁾ at all times.

Office Hours:

Evacuation Controller

Village Facilities Manager
Village Residential Life Officer
Village Operations Manager

Fire Warden(s)

All CLV office staff
Maintenance staff

Out of Office Hours:

Evacuation Controller

CLV Duty Manager
Security Officer 1
Resident Assistant
Residential Life Officer (on-call)
Facilities Manager (on-call)

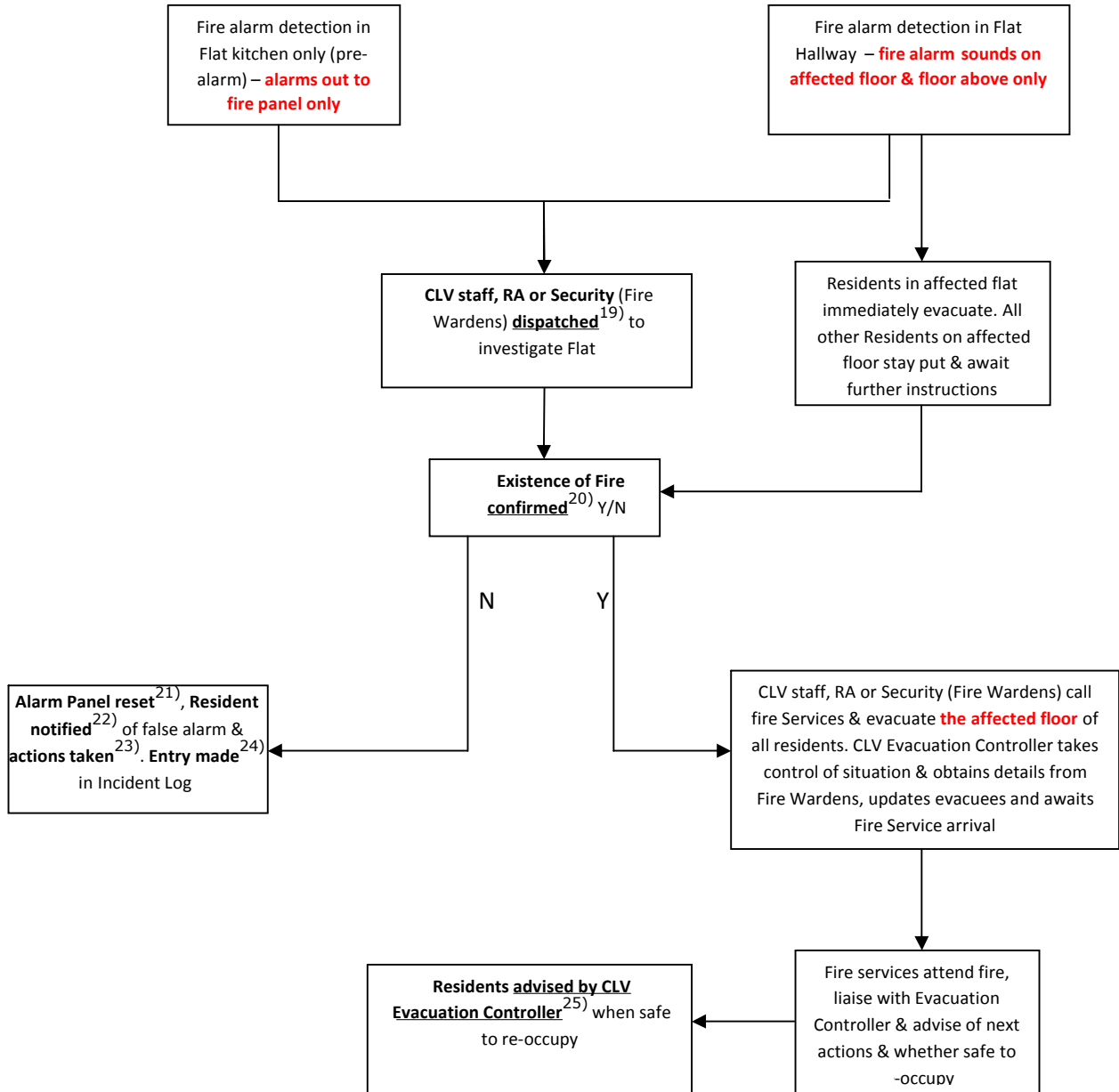
Fire Warden(s)

Security officer 2
Resident Assistant



EMERGENCY FIRE EVACUATION PROCEDURE

John Lester & Eddie Colman Courts



EMERGENCY FIRE EVACUATION PROCEDURE

John Lester & Eddie Colman Courts

Actions to be taken²⁶⁾ in the event of fire alarm within a single flat

(This Instruction applies to any member of CLV staff, RA or Security staff attending)

On notification of fire alarm via panels:

Make your way to the flat showing alarm **as identified**²⁷⁾ on the fire panel. It may save time if **a mobile phone can be taken along**²⁸⁾.

Before attempting to enter the flat, feel the door surface.

IF IT FEELS HOT TO THE TOUCH:

DO NOT OPEN THE FLAT DOOR. Call the fire emergency services and warn all other residents on the affected floor to evacuate. Contact the Emergency Evacuation Controller.

IF IT FEELS COOL TO THE TOUCH:

Open the flat door, shout to any resident inside the flat to evacuate the flat. **DO NOT ENTER THE FLAT YET.** Once residents have evacuated, ascertain from them if a fire exists in the flat.

IF A FIRE EXISTS:

DO NOT TRY TO FIGHT THE FIRE. Call the fire emergency services and warn all other residents on the affected floor to evacuate. Contact the Emergency Evacuation Controller.

IF NO FIRE EXISTS:

Ascertain from the residents of the flat the cause of the fire alarm. With resident's assistance, **remove the source of the smoke as required**²⁹⁾ (usually **caused by cooking or toasting**³⁰⁾) Aerate flat by opening windows. Reset the fire alarm.

EMERGENCY EVACUATION CONTROLLERS:

Normal Hours (Mon – Fri 08:00 – 17:30)

1. Steve MacGuffie
2. Alex Mayes
3. Anie Dearden (JL/EC) & Michelle Porter (BC/MC)
4. Rob Moyle

Outside Normal Hours

CALL OUT STRICTLY IN THE ORDER STATED³¹⁾. TRY RINGING TWICE, 5 MINS APART THEN MOVE TO NEXT ON THE LIST

1. Duty Manager
2. Alex Mayes
3. Steve MacGuffi
4. Anie Dearden
5. Rob Moyle

APPENDIX 5)

ARTICLE A5

Fire Evacuation Plan

http://www.clvsalford.com/PDF/Fire_Evacuation_plan.pdf

- 1) **minor fires may be tackled** with fire blankets (F,S-GHA)
- 2) only if it **is considered** safe to do (F,S-GHA)
- 3) **The operation of a detector or break glass alarm point** in any stairwell will relay on the fire control panel **followed by the alarm sounders** on the whole building. (ED,LI)
- 4) **The fire services will be notified** in the event of a fire being discovered, (F,S-GHA)
- 5) **a fire being discovered** (NF,S-GHA)
- 6) **their advice will be followed** on arrival. (F,S-GHA)
- 7) **the door should be closed** behind the last person out. (F,S-GHA)
- 8) **The assembly point is located** at the rear of Eddie Coleman Court along the fenceline. (F,S-NA)
- 9) **a safe distance is maintained** between the building and everyone (F,S-GHA)
- 10) except the emergency services and **any other persons involved** in the management of the fire. (ED,S-NA)
- 11) **the fire brigade need to be called** (NF, S-GHA)
- 12) **they must be called** automatically. (F, S-GHA)
- 13) **the details are to be recorded** in the security log and fire log book (NF, S-GHA)
- 14) fire log book (**this can be found** in the Health and Safety Documentation folder) (F, S-GHA)
- 15) In the case of a false alarm **the fire panel must be reset**. (F, S-GHA)
- 16) **All details will be recorded** in the Incident log book (F, S-GHA)
- 17) immediately after the event and **an investigation initiated** (ED, S-GHA)
- 18) **All roles must be covered** at all times. (F, S-GHA)
- 19) **CLV staff, RA or Security (Fire Wardens) dispatched** to investigate.(NF, S-GHA)
- 20) **Existence of Fire confirmed** Y/N (NF, S-GHA)
- 21) **Alarm Panel reset**, (NF, S-GHA)
- 22) **Resident notified** of false alarm (NF, S-GHA)
- 23) Resident notified of false alarm & **actions taken**. (NF, S-GHA)
- 24) **Entry made** in Incident Log (NF, S-GHA)
- 25) **Residents advised by CLV Evacuation Controller** when safe to re-occupy (NF,LA)
- 26) **Actions to be taken** in the event of fire alarm within a single flat (NF, S-GHA)
- 27) Make your way to **the flat** showing alarm **as identified** on the fire panel. (ED,S-NA)
- 28) it may save time if **a mobile phone can be taken along**. (F,S-GHA)
- 29) remove **the source** of the smoke **as required** (usually caused by cooking or toasting) (ED,SNA)
- 30) **the source of the smoke** as required (**usually caused by cooking or toasting**) (ED,LI)
- 31) Call out strictly in **the order stated** (ED,S-NA)



**COUNCIL OF
THE EUROPEAN UNION**

Brussels, 30 November 2005

**14366/3/05
REV 3**

LIMITE

**JAI 417
RELEX 628**

PUBLIC

NOTE

from : Presidency
to : Council

Subject : A Strategy for the External Dimension of JHA : Global Freedom, Security and
Justice

JHA Council is invited¹⁾ to agree the Strategy for the External Dimension of JHA: Global Freedom,

Security and Justice and to forward it to the GAERC Council.

I – The challenge: key thematic priorities

1. In order to meet the expectations of its citizens the European Union must respond to the security threats of terrorism, organised crime, corruption and drugs and to the challenge of managing migration flows. If the EU is to be effective in doing so it needs to work with countries outside the EU. In an increasingly interconnected world this will become ever more important. The EU should therefore make JHA a central priority in its external relations and ensure a co-ordinated and coherent approach. The development of the area of freedom, security and justice can only be successful if **it is underpinned by a partnership**²⁾ with third countries on these issues which includes strengthening the rule of law, and promoting the respect for human rights and international obligations.
2. Recent terrorist atrocities in Bali, Madrid, London, and Amman underline the fact that it is no longer useful to distinguish between the security of citizens inside the European Union and those outside, and that terrorism is increasingly international in nature. International cooperation to fight terrorism is an element of the Union's external relations. However the changing nature of the threat indicates that the Union should pursue all the objectives of its counter-terrorism strategy – from preventing radicalisation to improving our response to attacks - both inside and outside its borders. It is also essential to improve the exchange of information with all countries to identify terrorists, disrupt their activities and to bring them to justice. Working through international organisations and with third countries will be a cross-cutting feature of the EU's counter-terrorism strategy.
3. Organised and serious crime increasingly acts across borders of the EU exploiting the global flows of people, goods and money. This results in a terrible cost for individuals. Europol estimates that 100,000 women are victims of trafficking in the EU annually and the trafficking of drugs from outside the European Union causes serious social, health and crime problems. At the same time, **many countries are often locked into**³⁾ a cycle of poverty, organised crime,

corruption and instability. In particular in drug producing countries, **steps are needed**⁴⁾ to develop the capacity and commitment to stop the trafficking of drugs and to combat drug production. As such the EU has to work effectively with third countries to stop the criminals, disrupt their organisations and their finances, and provide access to justice for their victims. At the same time the EU must tackle the underlying factors that enable organised criminality to exploit and operate across the EU's external borders, including by removing obstacles to judicial cooperation in criminal and, as appropriate, civil matters.

4. Increased global migration, including the problem of illegal immigration, presents particular challenges. The EU's economic and social fabric relies on the global flow of people, for travel, work and study. **When managed effectively**⁵⁾ migration can have a substantial positive impact both for host and source countries and for migrants, and in this context the EU's work on economic migration is relevant. However, it is essential to tackle the problem of illegal migration and the trafficking of human beings, and protect the human rights of migrants. **The deaths of migrants every year, lost at sea**⁶⁾ seeking to cross the Mediterranean, or suffocating in lorries at the hands of traffickers, shows the tragic face of irregular migration into the EU. The plight of refugees in countries of origin and transit outside the EU are even greater in scale. Neither **should the pressures caused by illegal immigration**⁸⁾ on communities inside the EU **be underestimated**⁷⁾. Better management of migration flows is therefore a priority for Member States.

5. We cannot deal with these issues in the EU alone. The EU should take steps to maximise the benefit of legal migration and, where appropriate, take early action to promote and improve the integration of migrants. This should include measures to promote safer, easier and cheaper transfer of remittances and enhance their developmental impact; to facilitate the role of diasporas as agents of development in their home countries; to explore options for temporary and circular migration; and to mitigate the impact of skills losses in vulnerable sectors. The EU must pursue in close co-operation with third countries both short- and long-term action to tackle irregular flows and their underlying causes. This should include efforts to strengthen border controls, improve travel document security and combat people smuggling and trafficking. **These**

must be accompanied by readmission agreements⁹⁾ that assure returns of illegal immigrants, with **priority being accorded**¹⁰⁾ to concluding planned agreements and implementing existing ones. The EU should promote such co-operation through its policies, reflecting the central importance of these issues for the EU and its Member States. There should also be steps to enhance protection and durable solutions for refugees in regions of origin and transit. The EU must also work for more effective policy coherence between migration and development co-operation to address the structural causes (including conflicts) of the mobility of people, and there also needs to be engagement with relevant international organisations including the UN. **Work** is ongoing in this direction, **as set out**¹¹⁾ in the Council Conclusions on Migration and External Relations.

6. Addressing weak governance and state failure in third countries are key to breaking the vicious cycle of conflict, poverty and instability. There is as such an important relationship between JHA and the CFSP, ESDP and Development policies of the EU. For example EU police and judicial expertise is essential to the rebuilding and transformation of weak law enforcement institutions and courts systems. It is also important that European Crisis Management Operations, and in particular Civilian Crisis Management Operations, tackle issues such as organised criminality and corruption.

7. Developing further the EU's external dimension to take into account the objectives of the area of freedom, security and justice is coherent with and contributes to the goals of the European Security Strategy. In an increasingly global economy, effective co-operation with third countries on JHA issues also supports the EU's economic and trade objectives, by providing a political and legal environment conducive to economic development and the development of international commercial links.

II- Underlying principles

8. The EU's objective in engaging with third countries on JHA issues is to respond to the needs of its citizens and takes as its starting point the creation of an area of freedom, security and justice. In pursuing that objective the EU benefits from engaging to tackle problems at source through actions to build capacity in third countries and supporting a more secure global, rules-based environment.
9. In pursuing its JHA objectives the European Union should build on experience to date and adopt the following principles:

EU action is most effective where **it is based on**¹²⁾ a partnership with third countries to tackle common problems and meet shared policy objectives.

The EU should use its significant relationship with third countries as an incentive for them to adopt and implement relevant international standards and obligations on JHA issues. Countries should be aware that **the nature of their relationship with the EU will be positively affected by their level of co-operation**¹³⁾, **given**¹⁴⁾ **the central importance of these issues** for the EU and its Member States.

The EU must take a differentiated and flexible approach to individual third countries and regions, including a multi-disciplinary assessment of need, which recognises the importance of working with **the EU's neighbours given**¹⁵⁾ their proximity.

Priorities for future engagement should be informed by both the EU's internal and external policy objectives¹⁶⁾. **The broad range of instruments at the EU's disposal should be coordinated**¹⁷⁾ across the pillars (Community, CFSP, ESDP, JHA) to deliver a tailored and coherent response.

Member States should mobilise their significant political, financial and operational resources where appropriate alongside the Community and Union to work towards common objectives. Member States and the Commission should ensure full co-ordination and complementarity of their activities and assistance programmes to avoid duplication. The Commission has a key role to play in areas of its competence.

All actions should be properly monitored¹⁸⁾ **and evaluated**¹⁹⁾.

III – Delivery mechanisms and tools

10. There are a number of mechanisms which the EU can use to deliver an effective response to **the broad challenge described above**²⁰⁾. These **are governed by the nature of the relationship**²¹⁾ of the EU to the country or region in question, and will evolve with time:

- The prospect of enlargement is an effective way to align with EU standards in justice and home affairs in candidate countries and those with a European perspective, both through the adoption and implementation of the acquis and through improvements in operational contacts and co-operation.
- The European Neighbourhood Policy offers a coherent arena for co-operation with those countries which share our borders. The Action plans with individual countries have significant JHA components, where implementation should be a political priority.
- The strategic partnership with the US and wider Transatlantic Dialogue has broken new ground since September 11 2001, with **a substantial and growing agenda of security cooperation which is well set to continue.**²²⁾
- Co-operation with Russia has led to the establishment of a Common Space of Freedom, Security and Justice, which sets out an ambitious agenda for cooperation in the next 5 years.

11. In addition, there are many examples of JHA issues where the EU needs to take a problem solving approach and engage more closely with wider world, such as counter-terrorism with North Africa, the Middle East, Gulf countries and South East Asia, counter narcotics cooperation with Afghanistan and its neighbours or with Latin America and the Caribbean, or migration and refugee protection in sub-Saharan Africa and other regions.

12. **The effectiveness of delivery needs to be enhanced**²³⁾ and the EU should take some specific steps in particular the EU should:

- ensure that its political engagement with countries seeking closer partnership covers the full range of freedom, security and justice issues (eg counter-terrorism, organised crime, corruption, drugs, managed migration, human rights, access to justice).
- work with established regional groupings (eg Euromed, Western Balkans, African Union, Latin America & Caribbean, South East Asia, Gulf Co-operation Council, Black Sea) recognising that JHA issues are often regional in nature, and also with groups of countries along established routes, for instance countries of origin and transit for migrants, or countries of production and trafficking for drugs.
- engage with international organisations, particularly the United Nations and the Council of Europe, to contribute to effective multilateralism and the promotion of international standards, as for example in developing an EC input into endeavours in the UN system on global governance of migration issues, in current work on refugee protection with UNHCR, or on counter-terrorism with UN CTED.
- develop its technical capacity to engage effectively with third countries to conclude and implement practical agreements, for example for readmission of illegal immigrants.
- **EU agencies** such as Europol, Eurojust, and Frontex, as well as Member States' liaison officer networks, **should be tasked**²⁴⁾ to enhance appropriate operational co-operation with priority countries.
- Subject to wider discussions of the financial perspectives, the appropriate external relations instruments should contain adequate and specific funding for JHA priorities, including a thematic programme on migration and asylum co-operation, and should be flexible enough to disburse funding quickly in case of serious need. EU funding and expertise provide important support for institutional and capacity building in third countries across a range of JHA areas, from law enforcement to border control: this should continue under new country action plans and future regional partnership initiatives.

IV - EU structures and processes

13. As building an area of freedom, security and justice is high on political agenda of the EU Member States there is a need to ensure **a commensurate priority is given**²⁵⁾ to JHA issues in the EU's external action. This requires a co-ordinated and coherent response in the EU's relations with third countries. At present **JHA issues are not dealt with**²⁶⁾ as consistently as they might be. Although **good results have been achieved**²⁷⁾ in some fields, in others **key issues are not progressed**.²⁸⁾ In order to improve this situation **three measures need to be taken**²⁹⁾:

- The Commission and Council Secretariat will systematically monitor the progress of JHA external activity and report to the JHA Council and GAERC every 18 months, with the first report due by December 2006. This regular report will provide Ministers with:
 - i) an overall assessment of the effectiveness of political, technical and operational co-operation with third countries on JHA issues in the previous period; ii) specific suggestions for geographical and/ or thematic priorities for forward action; and iii) options for measures, whether political or technical, to improve co-operation with specific countries and regions. The report should draw on other established reporting arrangements.
- To supplement the overall assessment process, and **based on**³⁰⁾ **the specific priorities identified**³¹⁾ **in the 18 month report and agreed by the Council as such**³²⁾, the Council will agree **a limited number of action oriented papers** covering specific priority countries, regions or themes. These papers should include: i) an analysis of the issue and the EU's objectives, drawing on relevant information from the EU's institutions (eg Commission, Europol, Eurojust, Sitcen, Frontex) and from the Member States; ii) **a summary of current action being carried out by both the Commission and by Member States**³³⁾; and iii) identification of **what needs to be done**³⁴⁾ at the political, technical and operational levels in order to meet EU objectives. **These action oriented papers will be produced by the Presidency**³⁵⁾ working with the Council Secretariat and Commission, and **supported in particular by groups of interested Member States**³⁶⁾, with input by the relevant functional and geographical working groups and committees. **The conclusions of these papers should be fed**³⁷⁾ into the EU's external relations policy with third countries and regions, and **complemented by action by the Member States**

and appropriate EU bodies³⁸⁾. Wherever appropriate, **conclusions recommending action to be taken**³⁹⁾ **should be agreed**⁴⁰⁾ in partnership with **the countries or regions concerned**⁴¹⁾.

- While acknowledging that there is important ongoing work on other important geographic and thematic issues, during 2005 / 2006, and ahead of the first overall 18 month report, the EU should take forward work on action oriented papers on the following specific issues:
 - strengthening counter-terrorism co-operation with North Africa (while noting that work with other priority third countries on terrorism should continue);
 - improving co-operation, on organised crime, corruption, illegal immigration and counter-terrorism, between the EU, Western Balkans and relevant ENP countries;
 - increasing EU support to combating drug production in and trafficking from
 - Afghanistan, including transit routes, building on the Council Conclusions and **matrix of EU assistance to be submitted**⁴²⁾ to the December 2005 JHA Council (while noting the importance of continued co-operation on drugs issues with Latin America and the Caribbean);
 - increasing and enhancing dialogue and co-operation on migration issues with countries of origin and transit in Africa (**as discussed**⁴³⁾ at the Hampton Court summit, **with a paper due to be submitted**⁴⁴⁾ to the December 2005 Council);
 - implementing with Russia the Common Space of freedom, security and justice.

14. Coreper will remain the body with cross-pillar responsibility for ensuring coherence across Council work in this area. The geographical and functional working groups and committees which cover JHA and **external relations issues will be consulted**⁴⁵⁾ in a timely way on issues relevant to them, will co-ordinate between themselves, if appropriate meeting jointly on an ad hoc basis to cover important issues such as work on **the specific priorities identified above**⁴⁶⁾.

APPENDIX 6)
ARTICLE A6

JHA Council Strategy

http://ec.europa.eu/justice/policies/external/external_intro_en.htm

- 1) **JHA Council is invited** to agree the Strategy (F,S-UNE)
- 2) **It is underpinned by a partnership** with third countries (F,LI)
- 3) **Many countries are often locked into** a cycle of poverty, organised crime,... (F,S-NA)
- 4) **Steps are needed** to develop (F,S-GHA)
- 5) **When managed effectively migration** can have a substantial positive impact (ED, S-UNE)
- 6) **The deaths of migrants every year, lost at sea** seeking to cross the Mediterranean (ED,S-NA)
- 7) Neither **should the pressures** caused by illegal immigration on communities inside the EU **be underestimated** (F, S-UNE)
- 8) **the pressures caused by illegal immigration** (ED,LI)
- 9) **these must be accompanied by readmission agreements** (F,LI)
- 10) with **priority being accorded** to concluding planned agreements (NF, S-UNE)
- 11) **Work** is ongoing in this direction, as **set out in the Council Conclusions** (ED,S-NA)
- 12) **It is based on** a partnership with third countries (F,S-NA)
- 13) **The nature of their relationship** with the EU **will be positively affected by their level of co-operation**, given the central importance of these issues (F,LI)
- 14) **The nature of their relationship** with the EU will be positively affected by their level of co-operation, **given the central importance of these issues** (ED, S-UNE)
- 15) The importance of working with **the EU's neighbours given their proximity**. (ED, S-UNE)
- 16) **Priorities** for future engagement **should be informed by both the EU's internal and external policy objectives** (F,LA)
- 17) **The broad range of instruments** at the EU's disposal **should be co-ordinated** across the pillars (F, S-UNE)
- 18) **All actions should be properly monitored** and evaluated. (F, S-UNE)
- 19) **All actions should be properly monitored and evaluated**. (F, S-UNE)
- 20) An effective response to **the broad challenge described above** (ED,S-AUT)
- 21) **These are governed by the nature of the relationship** of the EU to the country or region (F,LI)
- 22) **A substantial and growing agenda of security co-operation which is well set to continue** (F,S-NA)
- 23) The effectiveness of delivery **needs to be enhanced** (NF, S-UNE)

- 24) **EU agencies** such as Europol, Eurojust, and Frontex, as well as Member States' liaison officer networks, **should be tasked to enhance** appropriate operational co-operation (F, S-UNE)
- 25) **A commensurate priority is given** to JHA issues (F, S-UNE)
- 26) At present **JHA issues are not dealt with** as consistently as they might be. (F, S-UNE)
- 27) Although **good results have been achieved** in some fields (F, S-UNE)
- 28) In others **key issues are not progressed.** (F, S-UNE)
- 29) Three measures **need to be taken** (NF, S-UNE)
- 30) To supplement the overall assessment process, and **based on the specific priorities** identified in the 18month report and agreed by the Council as such, the Council will agree a limited number of **action oriented papers...** (ED,S-NA)
- 31) **the specific priorities identified in the 18month report** and agreed by the Council as such (ED,S-NA)
- 32) **the specific priorities** identified in the 18month report and **agreed by the Council as such,** (ED,LA)
- 33) A summary of **current action being carried out by both the Commission and by Member States** (NF,LA)
- 34) Identification of what **needs to be done** (NF, S-UNE)
- 35) **These action oriented papers will be produced by the Presidency** working with the Council Secretariat and Commission... (F,LA)
- 36) **These action oriented papers will be** produced by the Presidency working with the Council Secretariat and Commission and **supported** in particular **by groups** in interested Member States (F,LA)
- 37) **The conclusions of these papers should be fed** into the EU's external relations policy... (F, S-UNE)
- 38) ... and (*should be*) **complemented by action by the Member States and appropriate EU bodies.** (F,LA)
- 39) Where appropriate, **conclusions recommending action** to be taken **should be agreed...** (F, S-UNE)
- 40) Where appropriate, conclusions recommending **action to be taken** should be agreed... (NF, S-UNE)
- 41) In partnership with **the countries or regions concerned.** (NF,S-NA)
- 42) **Matrix of EU assistance to be submitted** to the December 2005 (NF, S-UNE)
- 43) **Increasing and enhancing dialogue and co-operation... (as discussed at the Hampton Court summit)** (ED, S-UNE)
- 44) **With a paper due to be submitted to the December 2005** (NF, S-UNE)
- 45) **External relations issues will be consulted** (F, S-UNE)
- 46) Work on **specific priorities identified above** (ED,S-AUT)

**APPENDIX 7)
ARTICLE A7**

'A'

RIO TINTO PLC

AND

RIO TINTO LIMITED

UK PURCHASE AGREEMENT

LINKLATERS
One Silk Street
London EC2Y 8HQ

Telephone: (44-20) 7456 2000
Facsimile: (44-20) 7456 2222

Ref: JAGI/NZH

A07450044/0.1/21 Feb 2007

This Agreement is made¹⁾ on 2008 between:

RIO TINTO PLC, **a company incorporated²⁾** in England with registered number 719885 whose registered office is at 5 Aldermanbury Square, London EC2V 7HR, England ("RTP"); and

RIO TINTO LIMITED (ACN 004 458 404), **a company incorporated³⁾** in Victoria, Australia whose registered office is at 120 Collins Street, Melbourne, 3000, Victoria, Australia ("RTL").

Whereas

- (A) Pursuant to **a special resolution passed⁴⁾** at the annual general meeting of RTP on 17 April 2008, **RTP is authorised⁵⁾** to repurchase and RTL and/or **any of its subsidiaries is/are authorised⁶⁾** to purchase RTP Shares subject to certain conditions.
- (B) RTL now wishes to sell and RTP wishes to purchase, certain RTP Shares in accordance with part (b) of **the special resolution referred to⁷⁾** in Recital A by way of an off-market purchase of the shares in accordance with section 164 of the Companies Act 1985.

It is agreed⁸⁾ as follows:

1 Definitions and Interpretation

1.1 Definitions

The following definitions apply unless the context requires otherwise.

"Business Day" means a day on which banks are open for general banking business in London and Melbourne, excluding public holidays and Saturdays and Sundays.

"Completion Date" means [].

"Daily Official List" means the Daily Official List of the LSE.

"Encumbrance" means any mortgage, pledge, lien, charge, assignment, option, title retention, preferential right or trust arrangement or any other security arrangement of whatsoever kind.

"LSE" means London Stock Exchange plc or any successor to that body.

"Market Value" means **an aggregate price** equal to the average of the middle market quotations for RTP Shares **as derived⁹⁾** from **the Daily Official List calculated over¹⁰⁾** the last five Business Days immediately prior to the date hereof, **multiplied by the number of Repurchase Shares¹¹⁾**.

"Purchase Price" means [], being **the aggregate price agreed¹²⁾** between the Parties which is lower than the Market Value but not less than one penny.

"Repurchase Shares" means [] fully-paid ordinary shares of 10p each in the capital of RTP.

"RTP Shares" means fully paid ordinary shares of 10p each in the capital of RTP.

1.2 Interpretation

Headings are for convenience only and do not affect interpretation. The following rules apply unless the context requires otherwise:

1.2.1 The singular includes the plural and conversely.

- 1.2.2 A gender includes all genders.
- 1.2.3 If a **word or phrase is defined**¹³⁾, its other grammatical forms have a corresponding meaning.
- 1.2.4 A reference to a person, corporation, trust, partnership, unincorporated body or other entity includes any of them.
- 1.2.5 A reference to a Clause or Schedule is a reference to a clause of, or schedule to, this Agreement.
- 1.2.6 A reference to an agreement or document (including, without limitation, a reference to this Agreement) is to **the agreement or document as amended**¹⁴⁾, **varied**¹⁵⁾, **supplemented**¹⁶⁾, **novated**¹⁷⁾ **or replaced**¹⁸⁾, except to **the extent prohibited by this Agreement**¹⁹⁾ or that other agreement or document.
- 1.2.7 A reference to a party to this Agreement or another agreement or document includes the party's successors, permitted successors and permitted assigns (and, where applicable, the party's legal personal representatives).
- 1.2.8 A reference to legislation or to a provision of legislation includes a modification or re-enactment of it, **a legislative provision substituted**²⁰⁾ for it and **a regulation or statutory instrument issued**²¹⁾ under it.
- 1.2.9 A reference to conduct includes, without limitation, an omission, statement or undertaking, whether or not in writing.
- 1.2.10 A reference to an "agreement" includes any undertaking, deed, agreement and legally enforceable arrangement, whether or not in writing, and a reference to a "document" includes **an agreement (as so defined**²²⁾) in writing and any certificate, notice, instrument and document of any kind.
- 1.2.11 A reference to "£" and "p" is to pounds sterling and pence sterling.

2 Share Repurchase

RTL hereby agrees to sell [and/or procures that [subsidiary] sells] to RTP and RTP hereby agrees to buy from RTL [and/or from [subsidiary]] the Repurchase Shares free from all Encumbrances for, in aggregate, the Purchase Price.

3 Completion

3.1 On the Completion Date:

3.1.1 RTL shall deliver [and/or procure that [subsidiary] delivers] to RTP a duly executed instrument of transfer of the Repurchase Shares in favour of RTP together with the share certificate (if any); and

3.1.2 RTP shall pay the Purchase Price to RTL, or to another person on the direction of RTL, by bank cheque or other immediately available funds.

3.2 Completion is at 5.00 p.m. (London time) on the Completion Date at 5 Aldermanbury Square, London or at any other time and place as the parties may agree.

4 Representations and Warranties

4.1 RTL represents and warrants to RTP that:

4.1.1 RTL and/or any of its subsidiaries will at Completion be the legal and beneficial owner/s of **the Repurchase Shares agreed²³⁾ to be sold²⁴⁾ and purchased²⁵⁾** at Completion free from all Encumbrances; and

4.1.2 RTL and/or any of its subsidiaries has/have full power and authority to transfer to RTP good legal and equitable title to the Repurchase Shares free from all Encumbrances.

4.2 Each of the parties represents and warrants to the other that:

4.2.1 it has the corporate power to enter into and perform its obligations under this Agreement and to carry out **the transactions contemplated by it²⁶⁾** in accordance with the terms of this Agreement;

4.2.2 it has taken all necessary corporate action to authorise the entry into and the performance by it of this Agreement and to carry out **the transaction contemplated by this Agreement²⁷⁾** in accordance with the terms of this Agreement;

4.2.3 this Agreement is its valid and binding obligation in accordance with its terms; and

4.2.4 neither the execution and performance by it of this Agreement nor **any transaction contemplated²⁸⁾** under this Agreement will violate in any respect any provision of:

- (i) any treaty, law or judgment binding on it;
- (ii) its constitutional documents; and
- (iii) any other document, agreement or other arrangement binding upon it or its assets.

4.3 Each of the representations and warranties in Clauses 4.1 and 4.2:

4.3.1 will remain in full force and effect despite Completion; and

4.3.2 **is given²⁹⁾** as at the date of this Agreement and as at the time immediately before Completion.

4.4 Each of the parties indemnifies the other against **all losses, liabilities, costs and expenses suffered³⁰⁾ or incurred³¹⁾** which arise out of or relate to any breach of or non-compliance with any of the provisions of this Agreement (including representations and warranties in this clause) by it.

5 Notices

Any notice, demand, consent or other communication (the "Notice") **given³²⁾ or made³³⁾** under this Agreement:

5.1 **must be** in writing and **signed by a person³⁴⁾ duly authorised by the sender³⁵⁾**;

5.2 **must be delivered** to the intended recipient **by hand, fax or email³⁶⁾** to the address, fax number or email address below or **the address, fax number or email address last notified by the intended recipient³⁷⁾** to the sender:

5.2.1 to Rio Tinto plc:

5 Aldermanbury Square
London EC2V 7HR
England

Attention: The Company Secretary

Fax: (44) 20 7781 1837

Email:

5.2.2 to Rio Tinto Limited:

120 Collins Street
Melbourne 3000
Victoria, Australia

Attention: The Company Secretary

Fax: (613) 9283 3151

Email: _____ and

5.2.3 will be taken³⁸⁾ to be duly given³⁹⁾ or made⁴⁰⁾:

- (i) in the case of delivery in person or by email, **when delivered⁴¹⁾**; and
- (ii) in the case of fax, on receipt by the sender of a transmission control report from the despatching machine showing the relevant number of pages and the correct destination fax machine number or name of recipient and indicating that **the transmission has been made⁴²⁾** without error,
- (iii) but if the result is that **a Notice would be taken⁴³⁾ to be given⁴⁴⁾ or made⁴⁵⁾** on a day that is not a Business Day in the place to **which the Notice is sent⁴⁶⁾** or is later than 4.00 p.m. (local time) **it will be taken⁴⁷⁾ to have been duly given⁴⁸⁾ or made⁴⁹⁾** at the commencement of business on the next Business Day in that place.

6 Amendment

No amendment or variation of this Agreement is valid or binding on a party **unless made⁵⁰⁾ in writing executed by all parties.⁵¹⁾**

7 Assignment

The rights and obligations of each party under this Agreement are personal. **They cannot be assigned⁵²⁾, encumbered⁵³⁾ or otherwise dealt with⁵⁴⁾** and no party shall attempt, or purport, to do so without the prior consent of all parties.

8 No Waiver

No failure to exercise nor any delay in exercising any right, power or remedy by a party operates as a waiver. A single or partial exercise of any right, power or remedy does not preclude any other or further exercise of that or any other right, power or remedy. A waiver is not valid or binding on the party granting that **waiver unless made in writing.⁵⁵⁾**

9 Further Assurances

Each party agrees to do all things and execute all deeds, instruments, transfers or other documents as may be necessary or desirable to give full effect to the provisions of this Agreement and **the transactions contemplated by it**⁵⁶⁾.

10 No Merger

The rights and obligations of the parties will not merge on the completion of **any transaction contemplated by this Agreement**⁵⁷⁾. They will survive the execution and delivery of any assignment or **other document entered into**⁵⁸⁾ for the purpose of implementing a transaction.

11 Costs and Stamp Duty

Each party shall bear its own costs arising out of the negotiation, preparation and execution of this Agreement. **All stamp duty** (including fines, penalties and interest) that may be payable on or in connection with this Agreement and **any instrument execute**⁵⁹⁾d under this Agreement **shall be borne by RTP**.⁶⁰⁾

12 Governing Law and Jurisdiction

This Agreement is governed by the laws of England⁶¹⁾. Each party submits to the nonexclusive jurisdiction of courts exercising jurisdiction there in connection with matters concerning this Agreement.

13 Counterparts

This Agreement may be executed⁶²⁾ in any number of counterparts. **All counterparts** together **will be taken**⁶³⁾ to constitute one instrument.

Each attorney executing this Agreement states that he has no notice of revocation or suspension of his power of attorney.

SIGNED for ⁶⁴⁾ and on behalf
of RIO TINTO PLC:

.....
Signature

.....
Print Name

SIGNED for ⁶⁵⁾ and on behalf
of RIO TINTO LIMITED:

.....
Signature

.....
Print Name

APPENDIX 7)

ARTICLE A7

Purchase agreement

http://www.riotinto.com/documents/ReportsPublications/Rio_Tinto_plc_UK_purchase_agreement.pdf

- 1) **This Agreement is made** on 2008 (F, S-UNE)
- 2) RIO Tinto Plc, a company **incorporated in England** (ED,S-NA)
- 3) Rio Tinto Limited, a company **incorporated in Victoria** (ED,S-NA)
- 4) Pursuant to a **special resolution passed** at the annual general meeting of RTP (ED, S-UNE)
- 5) **RTP is authorised** to repurchase (F, S-UNE)
- 6) **RTL and/or any of its subsidiaries is/are authorised** to purchase (F, S-UNE)
- 7) in accordance with part of **the special resolution referred to** in Recital A (ED,S-NA)
- 8) **It is agreed** as follows: (F, S-UNE)
- 9) **Market Value"** means an aggregate price equal to the average of the middle market quotations for RTP Shares **as derived** from the Daily Official List calculated over the last five Business Days (ED,S-NA)
- 10) **the Daily Official List calculated over** the last five Business Days (ED,S-NA)
- 11) **the Daily Official List** calculated over the last five Business Days immediately prior to the date hereof, **multiplied by the number of Repurchase Shares** (ED,LI)
- 12) **the aggregate price agreed** between the Parties (ED, S-UNE)
- 13) If a word or phrase **is defined** (F, S-UNE)
- 14) A reference to an agreement or document is to **the agreement or document as amended**, varied, supplemented, novated or replaced (ED, S-UNE)
- 15) A reference to an agreement or document is to **the agreement or document as amended, varied**, supplemented, novated or replaced (ED, S-UNE)
- 16) A reference to an agreement or document is **to the agreement or document as amended, varied, supplemented**, novated or replaced (ED, S-UNE)
- 17) A reference to an agreement or document is **to the agreement or document as amended, varied, supplemented, novated or** replaced (ED, S-UNE)
- 18) A reference to an agreement or document is **to the agreement or document as amended, varied, supplemented, novated or replaced** (ED, S-UNE)
- 19) except to **the extent prohibited by this Agreement or that other agreement or document** (ED,LI)
- 20) a legislative provision **substituted for it** (ED, S-UNE)
- 21) a regulation or statutory instrument **issued** under it (ED, S-UNE)
- 22) a reference to a document includes **an agreement (as so defined)** (ED,S-AUT)
- 23) **the Repurchase Shares agreed** to be sold and purchased (ED, S-UNE)
- 24) **the Repurchase Shares agreed to be sold** and purchased (NF, S-UNE)
- 25) **the Repurchase Shares agreed to be** sold and **purchased** (NF, S-UNE)
- 26) **the transactions contemplated by it** (ED,LI)
- 27) **the transaction contemplated by this Agreement** (ED,LI)
- 28) **any transaction contemplated** under this agreement will violate... (ED, S-UNE)
- 29) **Each of the representations and warranties... is given** (F, S-UNE)
- 30) **All losses, liabilities, costs and expenses suffered** or incurred (ED,S-NA)

- 31) **All losses, liabilities, costs and expenses** suffered or **incurred** (ED,S-NA)
- 32) **Any notice, demand, consent or other communication (the “Notice”) given** or made under this Agreement (ED, S-UNE)
- 33) **Any notice, demand, consent or other communication (the “Notice”) given** or **made** under this Agreement (ED, S-UNE)
- 34) **Any notice... must be** in writing and **signed by a person** duly authorised by the sender (F,LA)
- 35) a **person duly authorised by the sender** (ED,LA)
- 36) **Any notice ... must be delivered** to the intended recipient by hand, fax or email to the address (F, S-UNE)
- 37) **the address, fax number or email address last notified by the intended recipient** (ED,LA)
- 38) **Any notice... will be taken** to be duly given or made (F, S-UNE)
- 39) **Any notice... will be taken to be duly given** or made (NF, S-UNE)
- 40) **Any notice... will be taken to be duly given** or **made** (NF, S-UNE)
- 41) **Any notice... will be taken** to be duly given or made in the case of delivery in person or by email, **when delivered** (ED, S-UNE)
- 42) **the transmission has been made** without error (F, S-UNE)
- 43) **a Notice would be taken** to be given or made on a day (F, S-UNE)
- 44) **a Notice** would be taken **to be given** or made on a day (NF, S-UNE)
- 45) **a Notice** would be taken **to be given** or **made** on a day (NF, S-UNE)
- 46) in the place to which **the Notice is sent** (F, S-UNE)
- 47) **it will be taken** to have been duly given or made at the commencement of business (F, S-UNE)
- 48) **it will be taken to have been duly given** or made (F, S-UNE)
- 49) **it will be taken to have been duly given** or **made** (F, S-UNE)
- 50) **No amendment** or variation of this Agreement is valid or binding on a party **unless made** in writing executed by all parties (ED, S-UNE)
- 51) **writing executed by all parties** (ED,LA)
- 52) **They cannot be assigned**, encumbered or otherwise dealt with (F, S-UNE)
- 53) **They cannot be assigned, encumbered** or otherwise dealt with (F, S-UNE)
- 54) **They cannot be assigned, encumbered or otherwise dealt with** (F, S-UNE)
- 55) **that waiver unless made** in writing (ED, S-UNE)
- 56) **the transactions contemplated by it** (ED,LI)
- 57) **the completion of any transaction contemplated by this Agreement** (ED,LI)
- 58) **the execution and delivery of any assignment or other document entered into** (ED, S-UNE)
- 59) in connection with **this Agreement and any instrument executed** under this Agreement (ED, S-UNE)
- 60) **All stamp duty** (including fines, penalties and interest) that may be payable on or in connection with this Agreement and any instrument executed under this Agreement **shall be borne by RTP.** (F,LA)
- 61) **This Agreement is governed by the laws of England.** (F,LI)
- 62) **This Agreement may be executed** in any number of counterparts. (F, S-UNE)
- 63) **All counterparts together will be taken** to constitute one instrument. (F, S-UNE)
- 64) **Signed for and on behalf of** (ED, S-UNE)
- 65) **Signed for and on behalf of** (ED, S-UNE)

APPENDIX 8) ARTICLE A8



Association of British Insurers 51 Gresham Street, London EC2V 7HQ Tel: 020 7600 3333 Fax: 020 7696 8999

Insurance Advice for Businesses

If you are in business you will need insurance; without it your livelihood is at risk. An unexpected loss could cause financial hardship and destroy years of hard work and by law, some types of insurance are compulsory.

What types of insurance should I consider for a business?

For businesses there are three main areas where you need to consider the insurance requirements of your business. These are:

Insurances that protect against **loss or damage caused to your business**¹⁾ property or trade by adverse events. Specific areas of insurance in this group may include cover for:

- Property – buildings and contents
- Engineering failure
- Theft
- Money
- Goods in transit
- Business interruption
- Trade Credit Insurance
- Motor vehicles
- Legal Expenses

And a variety of other risks

Insurances that cover your business's legal liabilities in the event of some aspect of your business causing damage or harm to a third party or their property. Employers' Liability insurance is compulsory by law, but other areas of liability that you may need to consider insurance cover for include:

- Public and Product liability
- Motor Vehicle liability

Insurances that protect both you or your employees against the consequences of serious illness, injury or death, and the effects these events could have on your employees, on their families, and on your business.

Areas of insurance you might consider are -

- Personal accident and sickness insurance
- Income protection insurance
- Private medical insurance
- Life insurance

- Pensions

Information on all of these areas is detailed²⁾ below:

Property

Buildings and contents can be insured³⁾ against fire, lightning, explosion of gas and **boilers used for domestic purposes⁴⁾** without the addition of "special perils" such as explosion, riot, malicious damage, storm, flood, impact by aircraft, road and rail vehicles, escape of water from tanks or pipes and sprinkler leakage.

"All risks" insurance gives wider cover including any **accidental damage or loss not specifically excluded⁵⁾**. However "all risks" will not cover wear and tear, electrical or mechanical breakdown and **gradual deterioration that will be specifically stated⁶⁾** in the policy document.

How much for should I insure for?

Buildings – **the business premises should be insured⁷⁾** for the full rebuilding cost (including professional fees and the cost of site clearance) and not just for the market value. You may need expert advice to calculate the rebuilding cost, which often differs significantly from market value.

If your business is in leased premises we suggest that you check with the building owner that they have adequate insurance provision.

Contents – **your stock should be insured⁸⁾** for its cost price without any addition for profit. **Provision can be made⁹⁾** for seasonal stock fluctuations.

Plant and **business equipment can be insured¹⁰⁾** on either a "replacement as new" or an "indemnity" basis. **If indemnity is chosen¹¹⁾**, **wear and tear will be taken¹²⁾** into account when settling any claims.

Engineering

Engineering insurance provides cover against electrical or mechanical breakdown for most machinery, including computers. By law, **many items of plant such as boilers, lifts and lifting machinery must be inspected regularly by a qualified person¹³⁾**. Insurers can arrange to provide this service.

Theft

Contents are usually covered¹⁴⁾ against theft providing there has been forcible and violent entry to or exit from the premises. **Damage to the building resulting from theft or attempted theft will also normally be covered¹⁵⁾**. **Theft by employees is usually not covered¹⁶⁾** – cover against employee dishonesty **can be arranged by a fidelity guarantee policy¹⁷⁾** – see the information in other risks.

Money

Money insurance is on an "all risks" basis and covers cash, cheques, postage stamps and certain other negotiable documents.

Different limits will apply to money on the premises in and out of business hours, in safes, at the homes of directors or employees and in transit. There may be requirements in the policy relating to safe keys and the method of transit.

Personal assault cover may be included¹⁸⁾, which will provide compensation for you or your employees following injury during theft or attempted theft of money.

Goods in transit

Goods in transit insurance covers goods against loss or damage while in your vehicle or **when sent by carrier¹⁹⁾**. **The sum insured²⁰⁾** may be a limit for each vehicle or any one consignment.

Business interruption

Even minor damage to your property could seriously disrupt your business leading to loss of income and extra expenses.

Business interruption insurance will compensate for the short-fall in gross profit together with paying any increased working costs and extra accountants' **fees incurred²¹⁾**.

When arranging this insurance you will need to estimate **the maximum time needed²²⁾** to get your business working normally following the most serious damage. The insurers will ask for an estimate of your anticipated gross profit. If an auditor later certifies an actual figure materially lower than this estimate, **a return of premium is normally given.²³⁾**

Trade Credit Insurance

Trade credit insurance covers businesses against the risk of bad debt due to the insolvency or default of their buyers. **Thousands of firms** trading within the UK **are covered²⁴⁾**, but **this class of business has perhaps been better known²⁵⁾** for its application to export trade.

This cover can be an important tool in credit management and can also provide a replacement of working capital when bad debts and late payment impact on cash flow. In addition, credit insurers provide complementary services such as credit assessment and collections management.

The ABI Trade Credit Committee works with the Better Payment Practice Group (BPPG) to improve payment culture within the UK. **More information on the BPPG can be found²⁶⁾** at: www.payontime.co.uk.

Motor vehicles

By law you must insure your legal liability for injury to others and damage to their property arising from the use of vehicles on the road – third party insurance.

Most business policies are either comprehensive or third party, fire and theft. Comprehensive cover includes damage to your vehicle. The third party section of a commercial vehicle policy will meet your legal requirements to cover your liability to others.

Your insurers will require full details of the types of vehicle and their usage, **details of goods and samples carried**²⁷⁾, details of drivers and, where applicable, the maximum number of fare-paying passengers.

If you own more than five vehicles, **a fleet policy may be arranged**²⁸⁾. The claims experience of your fleet will provide the main rating factor in assessing the cost of the policy.

Legal expenses

The cost of taking or defending legal action could place a considerable financial strain on your business. Legal expenses insurance (LEI) covers legal **costs** such as solicitors' fees and expenses, the cost of barristers and expert witnesses, court costs and opponent's costs **if awarded against you**²⁹⁾ in civil cases.

Types of dispute normally covered³⁰⁾ include contractual and employment matters, for example claims for unfair dismissal; racial or sexual discrimination, the recovery of bad debts, and disputes with a landlord other than those relating to rent or service charge (particularly relevant for small businesses when dealing with a large corporation or local authority landlord). The policy cover will also include the cost of employing specialist accountants and lawyers to protect your rights, for example if your business is subject to investigations on tax or VAT matters. Most policies will offer a confidential telephone legal advisory service to answer commercial legal enquiries.

The vast majority of LEI policies are sold³¹⁾ 'before the event', to cover the consequences of an event which has not yet occurred. However, there is **a very small part of the market which is sold**³²⁾ 'after the event', to cover legal expenses in a case where the disputed event has already happened, although **the expenses** of the court case resulting from it **have yet to be incurred**³³⁾. It is likely to be available only where the chances of winning the case are high, in which case the insurer is likely to be able to recover the costs from the other side.

Other risks

The following insurances may be provided³⁴⁾ under a "package" business policy. **Separate individual policies can also be issued.**³⁵⁾

Book Debts – cover against loss of money arising from accidental damage or theft of books of account.

Fidelity Guarantee – cover against loss of money or stock arising from dishonesty by your employees.

Frozen Food – **cover against loss** of frozen food in deep-freeze units **caused by breakdown or damage to the unit**³⁶⁾ or failure of the electricity supply.

Glass – cover for the replacement of glass following malicious or accidental damage.

Travel Insurance – **individual or group travel insurance policies can be arranged**³⁷⁾ providing cover during business journeys abroad which includes medical and legal expenses, personal accident and loss of baggage.

Your Legal Liabilities

Running a business creates considerable legal responsibilities towards your employees, the public and customers. Injury to your employees and members of the public could result in you being legally liable to pay damages if **you or your employees have been** negligent or **found in breach of a statutory duty**³⁸⁾. **An employer's statutory duties are set out**³⁹⁾ principally in the Health and Safety at Work etc Act 1974 and associated Regulations. You must identify the safety and health needs of your particular business activities by carrying out a risk assessment and take action to remove or control the risks in line with the appropriate legislative requirements. Good management is an ongoing process. Should you make any changes in your workplace, you should reassess the hazards present.

Advice on good health and safety management is available from the Health and Safety Executive and local authority environmental health departments. Further, your liability insurer or broker will be able to provide assistance with risk assessments and action plans.

Liability insurance will pay the amounts of any court awards or damages, claimants' costs and expenses where **you or your employees are held**⁴⁰⁾ legally liable, subject to any policy limits.

The main liabilities which you face in business are:

Employers' liability

By law, all employers must insure against their legal liability for **injury, disease or death to employees sustained by them**⁴¹⁾ and arising from their employment. Employees will normally include, in addition to those under a contract of employment, **apprentices and other trainees and those hired**⁴²⁾ from another employer. The only exception is where all your employees are close relatives and you should check if you think that this may apply to you. **You are legally required**⁴³⁾ to insure for at least £5 million but in practice, most policies offer £10 million minimum cover. The law also requires that you exhibit a certificate of employers' liability insurance at each place of work. Failure to meet this requirement could constitute a criminal offence.

Public liability

Public liability insurance covers your legal liability to pay damages to members of the public for death, bodily injury or damage to their property which occurs as a result of your business activities. It also covers legal fees,

costs and expenses such as representation at any coroner's inquest, fatal accident enquiry or other court hearing because of an accident. When deciding on how much cover to buy, you should carefully consider the **maximum claim that could be made**⁴⁴⁾ against you. Awards for injury can exceed £1 million. Certain businesses, where there is a spreading fire or possibility of multiple personal injuries, could face claims for damages far exceeding this figure. The limit of indemnity will apply to claims arising from a single incident.

Product liability

If you make, repair or sell products, **you could be held**⁴⁵⁾ legally liable for damage or injury arising from defects in their design or manufacture even if you have not been negligent. Product liability insurance covers you in these circumstances up to a maximum amount each year. The Consumer Protection Act 1987 makes it a criminal offence to supply unsafe consumer goods.

Motor vehicle liability

By law you must insure your legal liability for injury to others and damage to their property arising from the use of vehicles on the road – third party insurance.

Most business policies are either comprehensive or third party, fire and theft. Comprehensive cover includes damage to your vehicle. The third party section of a commercial vehicle policy will meet your legal requirements to cover your liability to others.

Your Health, Life Insurance and Pension Needs

You should consider all the consequences, both personal and for the business, that might follow from the serious injury, illness or death of yourself or your employees. As well as the impact on individuals and their families, the loss of a “key” person – whether permanent or temporary – could have a significant impact on the profitability of your business. **Policies** providing benefit for serious illness, disability or death of employees and retirement benefits **can be arranged**⁴⁶⁾ on either an individual or group basis. There are valuable tax concessions for both employers and employees for retirement benefits schemes. There are usually tax concessions for employers who arrange insurance for their employees against death, disability or sickness. Your accountant or insurance adviser should be able to provide further details.

Personal accident and sickness insurance

This type of policy pays a regular cash benefit to a person unable to work as a result of an accident or sickness. This is especially valuable if you are self-employed and would have no income if disabled or sick. **Personal accident**

policies are arranged⁴⁷⁾ for one year and are renewable at the option of the insurer. If you are sick or injured, **regular payments are usually made**⁴⁸⁾ on a weekly basis up to a maximum number of weeks (usually 52 or 104). There will normally be a deferred period (such as 7 days) before payments start. A lump sum may also be payable on death or specified disabilities such as loss of a limb or eye.

Income protection insurance

Income protection (IP) policies are arranged⁴⁹⁾ on a long-term basis, usually until the retirement age of the insured. They provide a regular income to compensate for the loss of earnings through incapacity and being unable to work. The benefits are payable while the insured is unable to work, but stop at the end of the policy term. **The benefits will be limited**⁵⁰⁾ to a proportion of normal earnings, e.g. up to 60%, to reflect their tax-free status.

IP insurance will normally have a deferred period such as 4, 13, 26 or 52 weeks before **benefits are paid**⁵¹⁾, to take into account any statutory sick pay and other state sickness benefits for employees.

The deferred period is usually arranged⁵²⁾ so that payments under the policy start when any contractual sick payments stop. It is possible for employers to arrange group IP schemes to cover their employees in the event of long-term sickness.

IP insurance is also available to protect the business against the financial impacts of losing a "key" employee through illness or injury. **It is then known**⁵³⁾ as "key person insurance".

Private medical insurance

Private medical insurance is designed to cover⁵⁴⁾ treatment for curable, short-term illness or injury (**commonly known**⁵⁵⁾ as acute conditions). It provides the reassurance of knowing that treatment is available promptly. This can be particularly valuable to small employers as it enables them to better manage employee absence and illness.

Different policies will cover different optional treatments. However, **some illnesses or treatments will not be covered by any PMI policy**⁵⁶⁾.

Private medical insurance is arranged⁵⁷⁾ for one year at a time.

Life insurance

Life insurance can provide financial security for employees' dependants and protect the profitability of the business upon the death of a "key" employee. Group life assurance schemes provide lump sum death benefits for the dependants of employees who die in service. The benefit is usually a multiple of salary – under current Inland Revenue rules the limit is four times salary at the date of death. These schemes can also provide a spouse's pension on death in service of an employee.

Many businesses rely on the knowledge and expertise of a "key" employee whose death might severely affect the business' profitability. **Such key employees can be insured**⁵⁸⁾ for an amount which **it is estimated**⁵⁹⁾ the business would lose in the event of their death.

Life insurance can also protect partnerships so that **the future of the business is not put**⁶⁰⁾ at risk from the withdrawal of the deceased partner's capital. **Short-term life insurance cover can be arranged**⁶¹⁾ for employees who frequently travel abroad on business.

Life insurance can be used⁶²⁾ to pay any inheritance tax liability. Inheritance tax may be payable on **death and on gifts made**⁶³⁾ within seven years of death. **A policy can be arranged**⁶⁴⁾ so that **the sum insured**⁶⁵⁾ will not be part of the estate and **can be paid**⁶⁶⁾ directly to dependants to meet any inheritance tax due.

Pensions

Offering a pension has a positive effect on employees

A good pension scheme should not be looked at⁶⁷⁾ as an expense, but as an investment in your business. Rewarding and motivating employees with good pension provision sends a strong signal of commitment to staff, and can aid motivation, recruitment and retention of the best employees.

A pension provided⁶⁸⁾, and **contributed to, by an employer regularly tops polls**⁶⁹⁾ of employees as the most valuable benefit that an employer can offer. **This trend is set**⁷⁰⁾ to continue due to the growing awareness amongst individuals of the need to take responsibility for one's own future retirement needs. Offering a pension to employees makes economic sense

Pensions have attractive tax benefits.

For the employee this means that they get the full value of any contributions that you make for them. For example, if you, as an employer, contribute £1000 towards an employee's pension, **£1000 will be invested**⁷¹⁾ in their plan. If you were to put that sum towards a pay rise, the employee would only get £680 in their pay packet after National Insurance and income tax deductions (**based**⁷²⁾ on 2002/2003 tax and NI rates). That's £320 less.

For the company, **contributions can be offset**⁷³⁾ against corporation tax. This means that a £1,000 contribution towards pensions will cost the company, assuming they are paying 30% full rate corporation tax, only £700.

APPENDIX 8)
ARTICLE A8

Insurance advice for businesses

<http://www.abi.org.uk/Information/Business/InsuranceAdviceforBusinesses.aspx>

- 1) **loss or damage caused to your business' property or trade by adverse events** (ED,LI)
- 2) **Information** on all of these areas **is detailed** below: (F,S-AUT)
- 3) **Buildings and contents can be insured** against fire, lightning, explosion of gas and boilers used for domestic purposes (F, S-UNE)
- 4) **boilers used for domestic purposes** (ED, S-UNE)
- 5) **accidental damage or loss not specifically excluded**. (ED, S-UNE)
- 6) However "**all risks**" **will not cover wear and tear, electrical or mechanical breakdown and gradual deterioration that will be specifically stated** in the policy document. (F, S-UNE)
- 7) Buildings – **the business premises should be insured** (F, S-UNE)
- 8) **your stock should be insured** for its cost price (F, S-UNE)
- 9) **Provision can be made** for seasonal stock fluctuations. (F, S-UNE)
- 10) **Plant and business equipment can be insured** on either a "replacement as new" or an "indemnity" basis. (F, S-UNE)
- 11) If **indemnity is chosen**, wear and tear will be taken into account when settling any claims. (F, S-UNE)
- 12) **wear and tear will be taken** into account when settling any claims. (F, S-UNE)
- 13) **many items of plant** such as boilers, lifts and lifting machinery **must be inspected regularly by a qualified person**. (F,L)
- 14) **Contents are usually covered** against theft providing there has been forcible and violent entry to or exit from the premises. (F, S-UNE)
- 15) **Damage** to the building resulting from theft or attempted theft **will also normally be covered**. (F, S-UNE)
- 16) **Theft** by employees **is usually not covered** (F, S-UNE)
- 17) **cover** against employee dishonesty **can be arranged by a fidelity guarantee policy** (F,L)
- 18) **Personal assault cover may be included**, (F, S-UNE)
- 19) **Goods** in transit insurance covers goods against loss or damage while in your vehicle or **when sent by carrier**. (ED,LA)
- 20) The **sum insured** may be a limit for each vehicle or any one consignment. (ED, S-UNE)
- 21) increased working costs and **extra accountants' fees incurred**. (ED, S-UNE)
- 22) **the maximum time needed** to get your business working normally (ED, S-UNE)
- 23) **a return of premium is normally given**. (F, S-UNE)
- 24) **Thousands of firms** trading within the UK **are covered** (F, S-UNE)
- 25) **this class of business has perhaps been better known** for its application to export trade. (F, S-UNE)

- 26) **More information** on the BPPG **can be found** at: www.payontime.co.uk. (F, S-GHA)
- 27) details of **goods and samples carried**, (ED, S-UNE)
- 28) **a fleet policy may be arranged**. (F, S-UNES)
- 29) Legal expenses insurance (LEI) covers legal costs such as solicitors' fees and expenses, the cost of barristers and expert witnesses, court costs and opponent's costs **if awarded against you** in civil cases. (ED, S-UNE)
- 30) **Types of dispute normally covered** include contractual and employment matters (ED, S-UNE)
- 31) **The vast majority of LEI policies are sold** 'before the event', (F, S-UNE)
- 32) very **small part of the market which is sold** 'after the event' (F, S-UNE)
- 33) **the expenses** of the court case resulting from it **have yet to be incurred** (NF, S-UNE)
- 34) **The following insurances may be provided** under a "package" business policy. (F, S-UNE)
- 35) **Separate individual policies can also be issued**. (F, S-UNE)
- 36) cover against **loss of frozen food** in deep-freeze units **caused by breakdown or damage to the unit or failure of the electricity supply**. (ED,LI)
- 37) **individual or group travel insurance policies can be arranged** providing cover during business journeys abroad (F, S-UNE)
- 38) if **you or your employees have been negligent or found in breach** of a statutory duty (F, S-UNE)
- 39) An employer's statutory **duties are set out** principally in the Health and Safety at Work etc Act 1974 and associated Regulations. (F, S-UNE)
- 40) where **you or your employees are held legally liable**, subject to any policy limits. (F, S-UNE)
- 41) **injury, disease or death to employees sustained by them** and arising from their employment. (ED,LA)
- 42) apprentices and other trainees and **those hired from another employer**. (ED, S-UNE)
- 43) **You are legally required** to insure for at least £5 million (F, S-UNE)
- 44) The maximum **claim that could be made** against you. (F, S-UNE)
- 45) If you make, repair or sell products, **you could be held legally liable** for damage or injury arising from defects in their design or manufacture (F, S-UNE)
- 46) **Policies** providing benefit for serious illness, disability or death of employees and retirement benefits **can be arranged** on either an individual or group basis. (F, S-UNE)
- 47) **policies are arranged** for one year and are renewable at the option of the insurer. (F, S-UNE)
- 48) **regular payments are usually made** on a weekly basis (F, S-UNE)
- 49) **Income protection (IP) policies are arranged** on a long-term basis (F, S-UNE)
- 50) **The benefits will be limited** to a proportion of normal earnings (F, S-UNE)
- 51) **Benefits are paid** (F, S-UNE)
- 52) **The deferred period is usually arranged** (F, S-UNE)
- 53) **It is then known** as "key person insurance" (F,S-GHA)

- 54) **Private medical insurance is designed** to cover treatment for curable, shortterm illness or injury (F, S-UNE)
- 55) Private medical insurance is designed to cover treatment for **curable, shortterm illness or injury** (commonly **known** as acute conditions). (ED,S-GHA)
- 56) **Some illnesses or treatments will not be covered by any PMI policy**. (F,LI)
- 57) **Private medical insurance is arranged** for one year at a time. (F, S-UNE)
- 58) **Such key employees can be insured** for an amount (F, S-UNE)
- 59) **an amount which it is estimated** the business would lose in the event of their death (F, S-UNE)
- 60) **the future of the business is not put** at risk from the withdrawal of the deceased partner's capital. (F, S-UNE)
- 61) **Short-term life insurance cover can be arranged** for employees who frequently travel abroad on business. (F, S-UNE)
- 62) **Life insurance can be used** to pay any inheritance tax liability. (F, S-UNE)
- 63) Inheritance tax may be payable on **death and on gifts made** within seven years of death. (ED, S-UNE)
- 64) **A policy can be arranged** so that the sum insured will not be part of the estate (F, S-UNE)
- 65) **the sum insured** will not be part (ED, S-UNE)
- 66) **the sum** insured will not be part of the estate and **can be paid directly** to dependants to meet any inheritance tax due. (F, S-UNE)
- 67) **A good pension scheme should not be looked at** as an expense (F, S-UNE)
- 68) **A pension provided**, and contributed to, **by an employer regularly tops polls of employees** (ED,LA)
- 69) **A pension provided**, and **contributed** to, **by an employer regularly tops polls of employees** (ED,LA)
- 70) **This trend is set** to continue due to the growing awareness (F, S-UNE)
- 71) **£1000 will be invested** in their plan. (F, S-UNE)
- 72) **National Insurance and income tax deductions (based on 2002/2003 tax and NI rates)**. (ED,S-NA)
- 73) For the company, **contributions can be offset** against corporation tax. (F, S-UNE)

**APPENDIX 9)
ARTICLE J1**

HSBC delays bonus payments

<http://www.telegraph.co.uk/finance/newsbysector/banksandfinance/8246965/HSBC-delays-bonus-payments.html>

Bonus payments at HSBC have been delayed¹⁾ by a month following a decision by the bank not to reward its staff before **its financial results have been approved²⁾ and published³⁾**. HSBC's bonus pool **will now be announced⁴⁾** internally in the second week of March. **Investment bankers at HSBC, who are usually paid⁵⁾** in mid-February, **have been told⁶⁾** that this year they must wait until after the **results are published⁷⁾** on February 27. **The bonus pool will now be announced⁸⁾** internally in the second week of March and there will be a further delay of two weeks before **they are paid⁹⁾**. The policy fits with regulatory demands on all the banks that **bonuses are only paid¹⁰⁾** after the **banks' capital and risk profiles have been fully assessed¹¹⁾ and signed off¹²⁾**. The Financial Services Authority (FSA) has **a range of new powers designed to ensure¹³⁾** that banks do not overpay. Jon Terry, a pay expert at PricewaterhouseCoopers, said: "The FSA is scrutinising the banks extremely hard to ensure banks are not just compliant with the new rules but do not pay bonuses until the regulator is content." HSBC declined to comment. The new policy brings the investment bank remuneration timetable in line with that of the rest of the group. A source told *The Daily Telegraph*: "**Bankers are normally told about¹⁴⁾** their bonuses at the beginning of February and **are paid¹⁵⁾** them before the results at the end of the month. **This has been reversed¹⁶⁾** apparently as a concession to the FSA." The source added: "The bonus pool is down by about 10pc or 20pc in some cases because last year doesn't look like it was as big as the year before. But apart from the delay there's no real difference in the way in which **bonuses are being paid¹⁷⁾** despite the new rules." In December, the Committee of European Banking Supervisors (CEBS) announced new pay measures - including a rule that at least **70pc of total remuneration** in financial services firms **should be deferred¹⁸⁾**, with **the cash element being limited¹⁹⁾** to a maximum of between 20pc and 30pc. The FSA updated its own pay code to incorporate the changes. Despite the efforts of the regulators, **the banks are still expected²⁰⁾** to pay billions of pounds of bonuses this year. Experts have estimated that **the Royal Bank of Scotland is set to pay²¹⁾** around £1bn in bonuses, while Barclays could pay more than £5bn to its investment bankers. The payments are likely to anger politicians who have demanded restraint. Business Secretary Vince Cable has vowed "robust action" in curbing banker bonuses. Banks insist that they have to pay staff competitive rates or risk losing them to rivals around the world. Bob Diamond, Barclays new chief executive who has been robust in his defence of banker bonuses, is to give evidence to the Treasury Select Committee on Tuesday, when he is likely to be grilled on pay again.

- 1) **Bonus payments at HSBC have been delayed** (F,S-NA)
- 2) **its financial results have been approved and published.** (F, S-UNE)
- 3) **its financial results have been approved and published** (F, S-UNE)
- 4) **HSBC's bonus pool will now be announced** (F, S-UNE)
- 5) **Investment bankers at HSBC, who are usually paid** in mid-February (F, S-UNE)
- 6) **Investment bankers at HSBC, who are usually paid in mid-February, have been told** (F, S-UNE)
- 7) **the results are published** on February 27. (F, S-UNE)
- 8) **The bonus pool will now be announced** internally (F, S-UNE)
- 9) **They (*bonuses*) are paid.** (F, S-UNE)
- 10) **bonuses are only paid** (F, S-UNE)
- 11) **banks' capital and risk profiles have been fully assessed** and signed off. (F, S-UNE)
- 12) **banks' capital and risk profiles have been fully assessed and signed off.** (F, S-UNE)
- 13) **a range of new powers designed to ensure** (ED, S-UNE)
- 14) **Bankers are normally told** about their bonuses and are paid them before the results at the end of the month. (F, S-UNE)
- 15) **Bankers_ are normally told about their bonuses and are paid** them before the results at the end of the month. (F, S-UNE)
- 16) **This has been reversed** apparently as a concession to the FSA." (F, S-UNE)
- 17) **bonuses are being paid** despite the new rules." (F, S-UNE)
- 18) 70pc of total remuneration in financial services firms **should be deferred** (F, S-UNE)
- 19) **the cash element being limited** to a maximum of between 20pc and 30pc. (NF, S-UNE)
- 20) **the banks are still expected** to pay billions of pounds of bonuses this year. (F, S-UNE)
- 21) **the Royal Bank of Scotland is set to pay** around £1bn in bonuses (F, S-UNE)

APPENDIX 10)

ARTICLE J2

Commission provides €2 million for flood victims in Sri Lanka

<http://europa.eu/rapid/pressReleasesAction.do?reference=IP/11/36&format=HTML&aged=0&language=EN&guiLanguage=fr>

Today, the European Commission decided to provide emergency funding of €2 million for humanitarian assistance to flood victims in Sri Lanka. Some of the heaviest rains in Eastern and North Central Sri Lanka in recent weeks have resulted in significant flooding affecting close to 1 million people. **This action will be implemented through international aid agencies**¹ to provide primarily emergency food assistance, water and sanitation, and emergency relief items. Kristalina Georgieva, European Commissioner for International Cooperation, Humanitarian Aid and Crisis Response, said: "*when I see*

the images of devastation by the floods in Sri Lanka, I feel that it is EU's duty to make it possible for thousands of people to receive emergency relief. Our humanitarian assistance aims to help the most vulnerable victims of these severe weather conditions." **Over 300,000 people have been displaced**²⁾ to temporary relocation centres or host families. **Many more are affected**³⁾. As the floods have caused major damage to infrastructure, making access to many communities impossible. My main concern for the future concerns the livelihood of **those affected by the floods**⁴⁾. These will affect their crops, and with some many other natural disasters affecting fields and paddies throughout the world, I fear the humanitarian impact of increasingly erratic weather.

For information on Commission's humanitarian aid:
http://ec.europa.eu/echo/index_en.htm

- 1) **This action will be implemented through international aid agencies** (F, LA)
- 2) **Over 300,000 people have been displaced** to temporary relocation centres or host families (F, S-UNE)
- 3) **Many more are affected** (F, S-UNE)
- 4) **those affected by the floods** (ED, LI)

APPENDIX 11) ARTICLE J3

Commission presents midterm review of Galileo and EGNOS

http://ec.europa.eu/enterprise/newsroom/cf/itemlongdetail.cfm?item_id=4835&lang=en&tpa=1022&displayType=news

Today, the European Commission presents its midterm review on the development of Europe's satellite navigation programmes Galileo and EGNOS. Recent progress in the development of Galileo, including the signature of four major contracts and the testing of the first four operational satellites, means the satellite navigation system will deliver initial services in 2014. **It is expected to help**¹⁾ secure a bigger share of the space technology market and bring European independence in a sector that is important for its economy and for the well-being of its citizens. There has also been considerable progress with the EGNOS programme which increases the accuracy of signals from satellite navigation systems. **The global satellite navigation applications market is expected**²⁾ to be worth €240 billion by 2020 and has been growing at a rate of 30% in the past few years. **It is estimated**³⁾ that currently 6-7% of GDP of developed countries, €800 billion in Europe, depends on satellite navigation. The EU budget will finance the European satellite navigation programmes Galileo and EGNOS with €3.4 billion over the 2007–2013 period. **It is estimated**⁴⁾ that €1.9 billion will be necessary for the 2014–2020 period to complete the Galileo infrastructure. **The operational costs of Galileo and EGNOS together are estimated**⁵⁾ at an annual €800 million. These estimates are provisional and without prejudice to the future multiannual financial framework of the EU budget.

Achievements

EGNOS operational: EGNOS became officially operational on 1 October 2009. The increased accuracy of satellite navigation that EGNOS provides already benefits many users, notably in the domains of agriculture, rescue operations, geo-localisation and cartography. **It will soon also be used⁶⁾ in civil aviation**. Galileo in-orbit validation phase well underway: The two experimental satellites Giove A and Giove B are securing the frequencies and determining **the reliability of the technology used**⁷⁾. **The building of the first four operational satellites**, which are part of the in-orbit validation phase and **will be launched**⁸⁾ in 2011–2012, is nearing completion as is the creation of the associated ground based infrastructure, including the ground control centres in Fucino, Italy, and Oberpfaffenhofen, Germany. **Contracts allocated**⁹⁾ **for the deployment of Galileo**: The deployment phase began in 2008 and **work has been divided**¹⁰⁾ **into six lots which have all been opened**¹¹⁾ to public procurement markets. **The first four lots** - i.e. engineering support, construction of the satellites (with an order placed for 14), launch services and operations - **were all allocated**¹²⁾ in 2010 for roughly €1250 million. **The final two lots**, which concern ground infrastructure, **will be allocated**¹³⁾ in 2011. Secure satellite navigation for emergency and security services: **A special Galileo navigation service will be set up**¹⁴⁾ **for better management** of critical transport and emergency services, better law enforcement (police), improved internal security (border control) and safer peace missions. **These are the core objectives of a European Commission proposal published**¹⁵⁾ in October 2010 on the Public Regulated Service (PRS) access rules. Using highly encrypted signals, PRS will offer protection against threats to infrastructures dependent on satellite navigation technology. International cooperation: Regarding the international aspect of the programme, **the compatibility** between the EU system and those from China, the United States, Russia, Japan and India **is being discussed**¹⁶⁾ with each nation and within a UN context. Norway participates and has contributed to the funding of the program, and there are on-going negotiations with Switzerland.

Background

The Galileo programme is Europe's initiative for a state-of-the-art global satellite navigation system, providing a highly accurate, guaranteed global positioning service under civilian control. Galileo will provide five services. **Three early services will be provided**¹⁷⁾ in 2014 **based on**¹⁸⁾ an initial constellation of 18 satellites: an initial Open Service, an initial Public Regulated Service and an initial Search And Rescue Service. **The Safety-of-Life Service and the Commercial Service will be tested**¹⁹⁾ as of 2014 **and will be provided**²⁰⁾ as the system reaches full operational capability with 30 satellites in the coming years. See IP/10/1301 and IP/10/1382. EGNOS (European Geostationary Navigation Overlay Service) is Europe's regional augmentation system for GPS signals. It is the precursor to Galileo. See IP/09/1399. **The midterm review is foreseen**²¹⁾ in Regulation (EC) No 683/2008 of 9 July 2008 on the further implementation of the European satellite navigation programmes EGNOS and Galileo.

- 1) **It is expected to help** (F,S-GHA)
- 2) **The global satellite navigation applications market is expected to be worth €240 billion by 2020** (F,S-GHA)
- 3) **It is estimated** (F,S-GHA)

- 4) **It is estimated** (F,S-GHA)
- 5) **The operational costs of Galileo and EGNOS together are estimated at an annual €800 million.** (F,S-GHA)
- 6) **It will soon also be used in civil aviation.** (F, S-UNE)
- 7) **the reliability of the technology used** (ED, S-UNE)
- 8) **The building of the first four operational satellites**, which are part of the in-orbit validation phase and **will be launched in 2011–2012**, (F, S-UNE)
- 9) **Contracts allocated for the deployment of Galileo** (ED, S-UNE)
- 10) **work has been divided into six lots** which have all been opened (F, S-UNE)
- 11) **six lots which have all been opened** (F, S-UNE)
- 12) **The first four lots** - i.e. engineering support, construction of the satellites (with an order placed for 14), launch services and operations - **were all allocated in 2010** (F, S-UNE)
- 13) **The final two lots**, which concern ground infrastructure, **will be allocated in 2011**. (F, S-UNE)
- 14) **A special Galileo navigation service will be set up for better management** (F, S-UNE)
- 15) **These are the core objectives of a European Commission proposal published in October 2010** (ED, S-UNE)
- 16) **the compatibility** between the EU system and those from China, the United States, Russia, Japan and India **is being discussed** (F, S-UNE)
- 17) **Three early services will be provided in 2014 ...** (F, S-UNE)
- 18) **...based on an initial constellation of 18 satellites** (ED, S-NA)
- 19) **The Safety-of-Life Service and the Commercial Service will be tested...** (F, S-UNE)
- 20) **... and will be provided** (F, S-UNE)
- 21) **The midterm review is foreseen** (F, S-UNE)

APPENDIX 12)

ARTICLE J4

Antitrust: shortcomings in pharmaceutical sector require further action

<http://europa.eu/rapid/pressReleasesAction.do?reference=IP/09/1098&format=HTML&aged=0&language=EN&guiLanguage=en>

Market entry of generic drugs is delayed¹⁾ and there is a decline in the number of novel medicines reaching the market, according to the European Commission's final report on competition in the pharmaceutical sector. The sector inquiry suggests that company practices are among the causes, but does not exclude other factors such as shortcomings in the regulatory framework. As a follow up, the Commission intends to intensify its scrutiny of the pharmaceutical sector under EC antitrust law, including continued monitoring of settlements between originator and generic drug companies. The first antitrust investigations are already under way. The report also calls on Member States to introduce legislation to facilitate the uptake of generic drugs. The report notes near universal support amongst stakeholders for a Community Patent and specialised patent litigation system in Europe. Competition Commissioner Neelie Kroes said: "We must have more competition and less red tape in pharmaceuticals. The sector is too important to the health and finances of Europe's citizens and governments to accept

anything less than the best. The inquiry has told us what is wrong with the sector, and now it is time to act. When it comes to generic entry, every week and month of delay costs money to patients and taxpayers. We will not hesitate to apply the antitrust rules where such delays result from anticompetitive practices. The first antitrust investigations are already under way, and **regulatory adjustments are expected²⁾ to follow dealing** with a range of problems in the sector."

Main findings and policy conclusions

The inquiry has contributed significantly to the debate on European policy for pharmaceuticals, in particular for generic medicines. On the basis of a sample of medicines that faced loss of exclusivity in the period 2000 to 2007 in 17 Member States, the inquiry found that citizens waited more than seven months after patent expiry for cheaper generic medicines, costing them 20% in extra spending. Generic delays matter as generic products are on average 40% cheaper two years **after market entry compared**³⁾ **to the originator drugs**. Competition by generic products thus results in substantially lower prices for consumers. The inquiry showed that originator companies use a variety of instruments to extend the commercial life of their products without generic entry for as long as possible. The inquiry also confirms a decline of novel medicines reaching the market and points to certain company practices that might contribute to this phenomenon. Further market monitoring is ongoing to identify all the factors that contribute to this decline in innovation. Reacting to the findings, the Commission will apply increased scrutiny under EC Treaty antitrust law to the sector and bring specific cases where appropriate. **The use of specific instruments** by originator companies in order to delay generic entry will be subject to competition scrutiny **if used**⁴⁾ **in an anti-competitive way**, which may constitute an infringement under Article 81 or 82 of the EC Treaty. Defensive patenting strategies that mainly focus on excluding competitors without pursuing innovative efforts will remain under scrutiny. To reduce the risk that **settlements between originator and generic companies are concluded**⁵⁾ at the expense of consumers, the Commission undertakes to carry out further focused monitoring of settlements that limit or delay the market entry of generic drugs. In the case of clear indications that a submission by a stakeholder intervening before a **marketing authorisation body was primarily made**⁶⁾ to delay the market entry of a competitor, **injured parties and stakeholders are invited**⁷⁾ to bring relevant evidence of practices to the attention of the relevant competition authorities.

On regulatory issues the inquiry finds that:

There is an urgent need for the establishment of a Community patent and a unified specialised patent litigation system in Europe to reduce administrative burdens and uncertainty for companies. **A full 30% of patent court cases are conducted**⁸⁾ in parallel in several Member States, and in 11% of cases national courts reach conflicting judgements. Recent initiatives of the European Patent Office (EPO) to ensure a **high quality standard of patents granted**⁹⁾ and to accelerate procedures are welcome. This includes **measures taken**¹⁰⁾ in March 2009 to limit the possibilities and time periods during which voluntary divisional patent **applications can be filed**¹¹⁾ (**so called**¹²⁾ "raising the bar exercise")

The Commission is also urging Member States to:

- ensure that third party submissions do not occur and in any event do not lead to delays for generic approvals
- significantly accelerate approval procedures for generic medicines - for example, the Commission believes that generic products should automatically/immediately receive pricing and reimbursement status where the originator drug already benefits from such status, which would allow for a faster product launch in certain cases take action if **misleading information campaigns** questioning the quality of generic medicines **are detected**¹³⁾ in their territory
- streamline trials that test the added value of novel medicines.

To assist Member States in delivering speedy generic uptake and improved price competition, the report contains an overview of national measures and their effects on generic uptake (volume, prices, number of entrants) and encourages Member States that want to benefit from generic savings to consider such measures. In this light the Commission will also examine existing EU rules in the area of pricing and reimbursement (Transparency Directive 89/105/EEC).

Background

The inquiry began in January 2008 (see IP/08/49 and MEMO/08/20) to examine the reasons why **fewer new medicines were brought to market**¹⁴⁾ and why **generic entry seemed to be delayed**¹⁵⁾ in some cases. The goal is to find ways that help the market work better. **Preliminary results were published**¹⁶⁾ in November 2008. **More than 70 submissions were received**¹⁷⁾ from stakeholders. Consumer associations, health insurers and the generics industry have welcomed the results arguing that they confirm their concerns. The originator industry and their advisors have supported the call for the creation of a Community Patent and a specialised litigation system, whilst arguing that generic delay and **the decline in innovation is caused by regulatory shortcomings**¹⁸⁾.

The final report and more information on the pharmaceutical sector inquiry will be available at:

<http://ec.europa.eu/comm/competition/sectors/pharmaceuticals/inquiry/index.html>

- 1) **Market entry of generic drugs is delayed** (F,S-NA)
- 2) **regulatory adjustments are expected to follow dealing** (F,S-GHA)
- 3) **after market entry compared to the originator drugs.** (ED, S-UNE)
- 4) **The use of specific instruments** by originator companies in order to delay generic entry will be subject to competition scrutiny **if used in an anti-competitive way** (ED, S-UNE)
- 5) To reduce the risk that **settlements between originator and generic companies are concluded** (F, S-UNE)
- 6) **marketing authorisation body was primarily made** to delay the market entry of a competitor (F, S-UNE)
- 7) **injured parties and stakeholders are invited** (F, S-UNE)
- 8) **A full 30% of patent court cases are conducted** (F, S-UNE)

- 9) Recent initiatives of the European Patent Office (EPO) to ensure a **high quality standard of patents granted** (ED, S-UNE)
- 10) This includes **measures taken** in March 2009 (ED, S-UNE)
- 11) voluntary divisional patent **applications can be filed** (F,S-GHA)
- 12) (**so called** "raising the bar exercise") (ED,S-GHA)
- 13) **misleading information campaigns** questioning the quality of generic medicines **are detected** in their territory (F, S-UNE)
- 14) **fewer new medicines were brought to market** (F, S-UNE)
- 15) generic entry seemed **to be delayed** (NF, S-UNE)
- 16) Preliminary results **were published** (F, S-UNE)
- 17) More than 70 submissions **were received** (F, S-UNE)
- 18) the decline in innovation **is caused by regulatory shortcomings** (F,LI)

APPENDIX 13) ARTICLE J5

Almost half of graduates 'ill-equipped for world of work'

<http://www.guardian.co.uk/money/2011/jan/28/half-graduates-ill-equipped-for-work>

Survey by recruitment website shows dissatisfaction at university education among recent graduates struggling to find jobs. Almost half of all recent graduates believe their university education did not adequately equip them for the world of work, and a quarter wouldn't recommend higher education to those currently studying for their A-levels, a new survey suggests. The survey, by recruitment website totaljobs.com, also revealed that more than a third (38%) of recent graduates have claimed jobseeker's allowance since leaving university. The findings support grim **figures released by the Office for National Statistics**¹⁾ earlier this week showing that a fifth of all recent graduates are out of work. Many of the 448 recent graduates responding to the online survey expressed a distinct lack of confidence in the value of their education, with 44% stating they did not think university had prepared them for the working world, while a similar percentage (43%) said they would not have chosen the same courses knowing what they know now. As a result, 24% of respondents said they would not recommend higher education to A-level students. A recent report by the Association of Graduate Recruiters revealed a rise in the number of graduate vacancies for the first time since the recent recession began, although starting salaries remained stagnant at a median of about £25,000 a year. Despite this, student wage expectations dramatically drop on graduation, with 58% of graduates believing they will earn less than £20,000 a year. **This view is contrasted**²⁾ with those still at university, of whom 73% believe they can earn more than £20,000. "The reality is that as a country we haven't been very good at creating graduates who are specialised in areas that employers are demanding," said Mike Feters, graduate director at totaljobs.com. "The economic downturn exposed this brutally in the form of high graduate unemployment. The only benefit that we can see in the disappointing decision to, in effect, triple fees is that it may focus the minds of those wishing to go to university on which skills are most in demand in the jobs market, which degree will best enable them to pay off debts most swiftly and create more focus on their chosen career direction." Earlier this year the Guardian learned of proposals by several universities to award extra marks on some degree courses to students who could show evidence of corporate skills or other experience in the jobs market. Feters said: "It isn't just students

that need to adapt their behaviour; there are also roles for universities and business. Universities must look to offer more **courses aligned to the jobs market**³⁾ and incentivise them if necessary. In turn, businesses should engage with the education sector to ensure that **the skills they need are incorporated**⁴⁾ into university courses." However, many critics and academics point to an ongoing undermining of the role of universities in society, arguing that the purpose of higher education should be more about broadening minds than simply churning out "job-ready" graduates. Professor Steven Schwartz, former vice-chancellor of Brunel University and now vice-chancellor of Sydney's Macquarie University, last year spoke out against what he saw as the increasing corporatisation of universities. "Once we were about character building but now we are about money," he said. "We live in the age of money, and money is what the modern university is all about."

- 1) **figures released by the Office for National Statistics** (ED,LA)
- 2) **This view is contrasted** (F, S-UNE)
- 3) **courses aligned to the jobs market** (ED, S-UNE)
- 4) **the skills they need are incorporated** (F, S-UNE)

APPENDIX 14) **ARTICLE J6**

Education bill gives ministers powers to order closure of schools

<http://www.guardian.co.uk/education/2011/jan/27/education-bill-gives-ministers-powers-to-close-schools>

Michael Gove's bill enables education secretary to order council to close and give out warning notices to failing schools. The government will have more power to intervene in schools **that are judged to be failing**¹⁾, or where pupil behaviour is out of control, under **reforms to education in England outlined today**²⁾. The education secretary will have the right to order a local authority to close a school that is in special measures, requires significant improvement or has failed to comply with a warning notice. The government will also be able to direct councils to give a warning notice to an under-performing school, as part of **the education bill published**³⁾ **today**. Education secretary Michael Gove said: "More than two-thirds of local authorities had never issued a warning notice; **only 100 warning notices had been issued**⁴⁾ during the history of this provision. Now we can insist that local authorities issue warning notices, and not just for schools in special measures but also for schools in the Ofsted category above that – notice to improve – and also for schools where there are real reasons for us to have concern. "The powers are sufficiently wide, if we had a school where Ofsted alerted us to the fact that there were real dangers to pupil safety because of a breakdown of discipline, we could instruct **a warning notice to be issued**⁵⁾ under those circumstances." Gove said he would be equally tough on failure in academies, which are independent of town halls. The department will be contacting academy sponsors whose schools have failed to hit GCSE performance targets. "There will be absolutely no reluctance on our part to deal with any academy that is failing," he said. **"Every school that is under-performing will be held**⁶⁾ to high standards, and if a sponsor is not doing an appropriate job then we will demand change and if necessary we will issue a warning notice, and if necessary we will take that school out of a sponsor's hands, and put it into

the hands of someone who can turn it round." The bill enables special schools and pupil referral units to become academies for the first time. **Children who have been expelled⁷⁾, and other students** in special circumstances such as teenager mothers **are taught⁸⁾** in PRUs. Gove said he wanted to encourage new organisations to run pupil referral units, including one that recruited army veterans. "Most local authority-run pupil referral units are not up to snuff... and we know that there are organisations which have done a fantastic job in meeting some of the needs that these young people have. There's **an organisation called⁹⁾ Skillforce** that takes ex-army veterans and helps them deal with children that are at risk of disengagement, and I know they're interested too, in playing a part in helping." **The bill, which is based on¹⁰⁾ the schools white paper published¹¹⁾** last November, also includes measures to narrow the focus of Ofsted inspections from 27 categories to just four. **Schools inspectors will be asked¹²⁾** to look at achievement, the quality of teaching, leadership and management, and pupil behaviour. Gove said: "I think there are areas where **Ofsted have been asked¹³⁾** to inspect like community cohesion, some of the regulations governing what students are bringing in in their lunchboxes at lunchtime, which are entirely peripheral. One of the problems with Ofsted has been that **it's been asked¹⁴⁾** to inspect for and measure things which by definition are difficult to judge and which are not central to what schools are about. Schools are there in order to ensure that pupils are in a safe environment and can get on and learn, and we should strip Ofsted down to its essentials so that it can get on with that. I hope that **schools will be relieved¹⁵⁾** to know they no longer have to tick so many boxes." Although school inspectors do not routinely check the contents of children's lunchboxes, **meals may be assessed¹⁶⁾** as part of checking whether schools are promoting healthy eating messages. The bill gives teachers extra powers to search pupils for items that might be disruptive in a classroom, including mobile phones and video cameras. Teachers will be able to examine cameras and erase "inappropriate" images, as well as confiscating substances such as legal highs. Gove said: "Students can bring material into a classroom with the express aim of disrupting learning, and some of these items are apparently innocuous, or in some cases helpful to the students outside the classroom, a mobile phone. But **they are used¹⁷⁾** in the classroom to either play a part in low-level disruption or sometimes they're aids to encourage bullying. **Mobile phones or flip video cameras are used¹⁸⁾ to record incidents of violent disruption which are subsequently posted¹⁹⁾ online." **Proposals first put²⁰⁾ forward** under Labour to raise the school leaving age to 18 are also in the bill, but there is no criminal sanction if teenagers do not stay in school or training. Gove said the Tories had argued against this in opposition because it could mean troubled young people appearing in court for failing to stay in full-time studies. At least **four quangos are to be abolished²¹⁾** as part of the education reform plans. These include the teaching profession's watchdog – the General Teaching Council for England – and the organisation that sets pay for school caretakers and dinner ladies, the School Support Staff Negotiating Body. The school curriculum quango – the Qualification and Curriculum Development Agency – and the Training and Development Agency for Schools will also go. The bill transfers some of the roles of the Young People's Learning Agency for England, which is responsible for college funding, to the Department for Education.**

- 1) schools that **are judged to be failing** (F, S-UNE)
- 2) reforms to education in England **outlined today** (ED, S-UNE)
- 3) **the education bill published today**. (ED, S-UNE)
- 4) **only 100 warning notices had been issued** (F, S-UNE)
- 5) **a warning notice to be issued** (NF, S-UNE)
- 6) **Every school** that is under-performing **will be held to high standards** (F, S-UNE)
- 7) **Children who have been expelled** (F, S-UNE)
- 8) **Children** who have been expelled, **and other students** in special circumstances such as teenager mothers **are taught** in PRUs (F, S-UNE)
- 9) **an organisation called Skillforce** (ED,S-GHA)
- 10) **The bill, which is based on** (F,S-NA)
- 11) **the schools white paper published last November**, (ED, S-UNE)
- 12) **Schools inspectors will be asked** (F, S-UNE)
- 13) **Ofsted have been asked** (F, S-UNE)
- 14) **it's been asked** (F, S-UNE)
- 15) **schools will be relieved** (F, S-UNE)
- 16) **meals may be assessed** (F, S-UNE)
- 17) **they are used** in the classroom (F, S-UNE)
- 18) **Mobile phones or flip video cameras are used to record** incidents (F, S-UNE)
- 19) **violent disruption which are subsequently posted online** (F, S-UNE)
- 20) **Proposals first put forward** (ED, S-UNE)
- 21) **four quangos are to be abolished** (NF, S-UNE)

APPENDIX 15)

ARTICLE J7

Cuba urged to free more prisoners

<http://www.bbc.co.uk/news/world-latin-america-11707307>

Opposition activists in Cuba have accused the government of failing to keep its promise to free another 13 jailed dissidents. President Raul Castro agreed in July to free 52 political prisoners within four months. **Most have been released**¹⁾ into exile in Spain, but 13 are still in prison because they refuse to leave Cuba. **Relatives of prominent dissidents, known**²⁾ **as the Ladies in White**, protested in Havana to demand their release. The activists said Sunday was the deadline by which **all 52 prisoners should have been freed**³⁾, in accordance with a deal struck between President Castro and the Catholic Church. "They are deceiving and have played with the Church, the government of Spain, the European Union and with all the international community", said the Ladies in White leader, Laura Pollan. "This is proof that their word has no value, and that **they cannot be trusted**"⁴⁾, she said. A Church official said they were surprised at the lack of progress regarding the prisoners. "It is not what we thought would happen," Father Jose Felix Perez, secretary of the Cuban Conference of Bishops, told the Associated Press. Prominent dissident Guillermo Farinas has not ruled out resuming a hunger strike if **the 13 men are not freed**⁵⁾. **Mr Farinas, who last month was awarded**⁶⁾ Europe's

Sakharov human rights prize, ended a long hunger strike in July when the government announced it was freeing the prisoners.

Counter-revolutionaries

Cuba's communist government has never publicly discussed a deadline for the releases. It considers the prisoners to be counter-revolutionary "mercenaries" working for the US. But it agreed to free them in a **deal brokered by the Church**⁷⁾ and the government of Spain, which said it would receive them. The government has also released or promised to release another 14 prisoners who were not part of the group of 52, including **some who were convicted**⁸⁾ **of violent crimes**. **The 52 were imprisoned**⁹⁾ in 2003 in a crackdown on opposition activists, government critics and commentators. Their wives, daughters and mothers formed the Ladies in White group to campaign for their release. Under Cuban law, **dissidents can be arrested**¹⁰⁾, **tried**¹¹⁾ **and jailed**¹²⁾ for speaking and writing against the government under charges such as enemy propaganda, clandestine printing and unlawful association.

- 1) **Most have been released** (F, S-UNE)
- 2) **Relatives of prominent dissidents, known as the Ladies in White** (ED,S-GHA)
- 3) **All 52 prisoners should have been freed** (F, S-UNE)
- 4) **they cannot be trusted** (F, S-UNE)
- 5) **the 13 men are not freed** (F, S-UNE)
- 6) **Mr Farinas, who last month was awarded** (F, S-UNE)
- 7) **A deal brokered by the Church** (ED,LA)
- 8) **some who were convicted of violent crimes** (F, S-UNE)
- 9) **The 52 were imprisoned** (F, S-UNE)
- 10) **dissidents can be arrested** (F, S-UNE)
- 11) **dissidents can be arrested, tried and jailed** (F, S-UNE)
- 12) **dissidents can be arrested, tried and jailed** (F, S-UNE)

APPENDIX 16) **ARTICLE J8**

Italian women hold anti-Berlusconi demonstrations

<http://www.bbc.co.uk/news/world-europe-12442833>

Italian women have held protests nationwide and abroad against embattled Prime Minister Silvio Berlusconi. Thousands of protesters marched in more than 60 towns and cities nationwide. Some women carried banners reading "Italy is not a brothel", and said Mr Berlusconi had demeaned women with his recent sex scandals. The premier denies attending sex parties and consorting with prostitutes, labelling the claims "disgusting" and politically motivated. **Smaller protests were also held**¹⁾ on Sunday in Brussels, Madrid, Lisbon, Paris, Lyon and Toulouse in France, and as far afield as Tokyo.

Solidarity

Last week prosecutors in Milan applied to have Mr Berlusconi put on trial for allegedly paying for sex with an underage girl. He denies paying for sex with a Moroccan

nightclub dancer when she was 17, and **abusing his power to get her released²⁾ by police** after **she was detained³⁾** in another case. **Protests have also been held⁴⁾** in other countries, including one outside the Sacre Coeur in Paris. A magistrate will now decide if there is enough evidence to proceed to trial. **If convicted⁵⁾, Mr Berlusconi could face up to 15 years in prison.** Although frequenting prostitutes is not a crime in Italy, having sex with one under the age of 18 is an offence that carries a prison sentence. Sunday's protests had **a title** - Se non ora, quando? (If not now, when?) – **designed⁶⁾ to express the frustration** of those Italian women who are asking what it will take for Mr Berlusconi to resign, says the BBC's Duncan Kennedy in Rome. Protests took place across Italy, including Rome, Naples, Palermo, Bari, Trieste and Venice. 'Italy says enough'

Rome's Piazza del Popolo - or **People's Square** - **was crammed with tens of thousands of women and some men⁷⁾** in an act of solidarity. "We are asking all women to defend the value of our dignity, and we are asking men, if not now, when?" organisers said on the protest website. Marching through Naples, the mayor of the southern Italian city, Rosa Russo Iervolino, said: "The importance of this rally is in the common participation of men and women, young and old, intellectuals and workers." One woman at a protest in Milan said Italian women had "become a joke to the rest of the world" because of the allegations surrounding Mr Berlusconi. Some 400 men and women gathered outside the Sacre Coeur cathedral in Paris, banging pans and calling for Mr Berlusconi to resign, while in Madrid, protesters carried banners reading: "Italy says enough" and "My dignity is not for sale". Despite all the recent negative publicity, Mr Berlusconi's opinion poll ratings are still at around 35%. The billionaire prime minister also retains the support of his ruling coalition allies the Northern League, who do not want to see him quit, adds our correspondent.

- 1) **Smaller protests were also held** (F, S-UNE)
- 2) **abusing his power to get her released by police** (F,LA)
- 3) **she was detained** (F, S-UNE)
- 4) **Protests have also been held** (F, S-UNE)
- 5) **If convicted, Mr Berlusconi could face up to 15 years in prison.** (ED, S-UNE)
- 6) Sunday's protests had **a title** - Se non ora, quando? (If not now, when?) - **designed to express the frustration** (ED, S-UNE)
- 7) **People's Square - was crammed with tens of thousands of women and some men** (F,LA)

APPENDIX 17) ARTICLE J9

Cuba cuts sugar price subsidies

<http://www.bbc.co.uk/news/world-latin-america-12441487>

Cuba's communist government says it is liberalising the sale of sugar, after decades of subsidising its price. It is the latest step in President Raul Castro's plan to reduce the state's role in the economy and encourage private enterprise. Cubans will still be able to buy a limited amount of sugar at a subsidised rate with their ration books, but **these too are due to be gradually phased out¹⁾**. Cuba is a major sugar producer, and many

Cubans have a very sweet tooth. The state newspaper Juventud Rebelde said **sugar would** "gradually" **be freed**²⁾ from state control and **sold**³⁾ **in shops** and supermarkets where prices are much higher, though it did not say how quickly this would happen. It said the measure was particularly necessary in the light of **economic changes launched by President Castro**⁴⁾ last September.

Private restaurants

Around **a million public sector workers are being laid off**⁵⁾ and **encouraged**⁶⁾ to find work in the private sector, where **rules** on setting up small businesses or becoming self-employed **have been dramatically liberalised**⁷⁾. Thousands of Cubans have since applied for licenses to set up their own businesses, particularly restaurants, which will consume large amounts of sugar. "The liberalised sale of sugar, both in its refined and raw variety, is an expected and necessary decision, above all for the successful development of the self-employed sector," Juventud Rebelde reported. The government has also announced that the price of imported rice - another basic staple in Cuba - is to go up by more than 40%. The phasing out of food price subsidies will cut costs for the cash-strapped communist government, which decided to reduce the state's almost total control of the economy in response to a severe economic crisis. On Friday **the US-Cuba Trade and Economic Council – based**⁸⁾ **in New York** - said US food sales to Cuba fell by 31% in 2010, partly because Cuba was short of foreign exchange to pay for the imports

- 1) **these too are due to be gradually phased out.** (NF, S-UNE)
- 2) **sugar would** "gradually" **be freed** from state control (F, S-UNE)
- 3) **sugar would** "gradually" **be** freed from state control and **sold in shops and supermarkets** (F, S-UNE)
- 4) **economic changes launched by President Castro** (ED,LA)
- 5) **a million public sector workers are being laid off** and encouraged (F, S-UNE)
- 6) **a million public sector workers are being** laid off and **encouraged** (F, S-UNE)
- 7) **rules** on setting up small businesses or becoming self-employed **have been dramatically liberalised** (F,S)
- 8) **the US-Cuba Trade and Economic Council - based in New York** (ED,S-NA)

APPENDIX 18)

ARTICLE J10

Campaigners turn their fire on 'dodgy deals' at government export department

<http://www.guardian.co.uk/business/2011/feb/13/campaigners-turn-fire-on-export-credits-guarantee-department>

The Export Credits Guarantee Department, set up¹⁾ **to offer insurance** to UK companies doing business overseas, has a chequered history. As business secretary Vince Cable seeks to expand its role, pressure groups are demanding a clean-up. Hawk trainer jets for Indonesia's air force, a vast hydroelectric **project** in Kenya **described by the local press**²⁾ as "the whitest of white elephants", and multibillion-dollar oil pipelines through the Caucasus seem unlikely recipients of British taxpayer support, yet

they all feature in the less-than-illustrious history of the government's Export Credits Guarantee Department, which has now become the focus of a furious campaign by a coalition of MPs and activists. The ECGD had a rare moment in the limelight last week when business secretary Vince Cable placed it at the heart of his trade white paper, promising to extend its remit to help smaller British companies. But a formidable coalition of campaigners, including Amnesty International and the Jubilee Debt Campaign, say it is time to reveal the ECGD's full role in bankrolling what it calls "dodgy deals", and to ensure that any new loans under Cable's drive to create an export-led recovery match the government's rhetoric on climate change, child labour and human rights. Cable has already received more than 7,000 letters urging him to force the ECGD to raise its ethical and environmental standards, and carry out an audit of the £2bn of past loans to some of the world's poorest countries it is still pursuing. British companies selling goods abroad can apply to the ECGD for a state-backed guarantee to recompense their banks if a deal falls through. **Its help is meant³⁾ to be targeted⁴⁾** on firms that struggle to find this kind of "credit insurance" on the open market, but in practice that has often meant backing exports in controversial industries such as armaments or to politically risky countries. It supported the notorious al-Yamamah arms deal, for example, for which **BAE Systems was investigated by the Serious Fraud Office⁵⁾** amid allegations of bribery and corruption – **an inquiry which was subsequently dropped⁶⁾** after intervention from then prime minister Tony Blair. In a critical report, Jubilee, which campaigns for the cancellation of developing-world debts, also singles out a Kenyan hydroelectric **project** in the 1980s, which cost \$450m and **was derided by the Kenyan media⁷⁾** as a "stinking scandal", and the Baku-Tbilisi-Ceyhan oil pipeline through Azerbaijan, Georgia and Turkey. Amnesty said that so-called "host country agreements" struck between the contractors and the three governments had created a "rights-free corridor" along the pipeline's length. **More than 90% of developing-world debt** to the UK **is owed⁸⁾** to the ECGD; countries including Indonesia, Kenya and Pakistan have all paid an average of £700m a year to the department in recent years. It does not reveal a full breakdown of outstanding loans, but **much of the money owed⁹⁾** relates to decades-old deals, including sales of Hawk jets to the repressive Suharto regime in Indonesia. The ECGD stresses that it carries out considerable due diligence on each project, and applies **rules set by the OECD¹⁰⁾** on ethics and the environment. "Our job is to support those businesses that cannot get support from the private market," a spokesman says. Campaigners complain that the UK enacted its own, higher standards, the so-called "business principles" in 2000, but revoked them after companies complained that they were too bureaucratic, so that, for example, the smallest projects now no longer have to demonstrate that they do not involve child labour. The ECGD spokesman points out that the past debts it holds from **the poorest countries, such as Sudan and Somalia, are likely to be written off¹¹⁾** once they meet the criteria of the Heavily Indebted Poor Countries initiative, under which Britain has already forgiven most of its developing-world debt. But campaigners claim that although most of the outstanding sums – £800m in Sudan's case – are interest, currently accruing at 10% a year, any write-off would count as overseas aid and come out of the budget for the Department for International Development. More than 100 MPs have signed an early day motion calling for the ECGD to clean up its act. Veteran Lib Dem MP Malcolm Bruce, who attended the campaign's parliamentary launch on Thursday, says: "We need to challenge the government to really make the ECGD more transparent, more concentrated on small and medium-sized businesses, and

to apply real standards about climate change, child labour and human rights." In the 1980s, the ECGD had 4,000 staff, branches up and down the country, and offered backing for up to 40% of Britain's exports. Few expect it to take on such a dominant role again, but as it expands into providing support for small and medium-sized enterprises (SMEs), it can expect to come under growing scrutiny about its past and future decisions. "Before the ECGD increases support for SMEs, it must introduce much tougher controls to ensure it does not back exports which abuse human rights and increase poverty," says Jubilee's Kat Banyard. "The government's new export strategy risks being an ethics-free zone."

- 1) **The Export Credits Guarantee Department, set up to offer insurance** (ED,S-NA)
- 2) **project** in Kenya **described by the local press** (ED,LA)
- 3) **Its help is meant** (F,S-GHA)
- 4) **Its help is meant to be targeted** (NF, S-UNE)
- 5) **BAE Systems was investigated by the Serious Fraud Office** (F,LA)
- 6) **an inquiry which was subsequently dropped** (F, S-UNE)
- 7) **project** in the 1980s, which cost \$450m and **was derided by the Kenyan media** (F,LA)
- 8) **More than 90% of developing-world debt to the UK is owed** (F, S-UNE)
- 9) **much of the money owed** (ED, S-UNE)
- 10) **rules set by the OECD** (ED,LA)
- 11) **the poorest countries, such as Sudan and Somalia, are likely to be written off** (NF, S-UNE)

APPENDIX 19) ARTICLE J11

The lurking killer without a cure

<http://century.guardian.co.uk/1980-1989/Story/0,,108232,00.html>

Aids surfaced in Haiti. West Coast homosexuals brought it back to San Francisco. Cheap transatlantic travel flew it in to England. And next year the handful of known cases will become hundreds as the four-year incubation period comes to an end for gays, and maybe even for their heterosexual partners. Andrew Veitch our medical correspondent, reports on the disease, the stark choices, and the search for an antidote. Aids flew in on Skytrain. That much seems certain. Freddie Laker's cheap fares gave thousands of homosexuals the chance to go to San Francisco. For many, the disease is the permanent souvenir of days of free and plentiful sex in the city's bathhouses. The virus - assuming it is a virus - can work away in the body for years before the symptoms show. That suggests that for Britain the trouble has only just begun. People who were in the danger zone two or three years ago are now developing the disease. Each of those initial carriers may by now have passed on the disease to more than 100 others. The most sexually active gay man might have up to 300 different partners in a single year. This is the worst-case scenario, but it is the one that some of the most senior specialists now believe. The figures tend to bear it out. In midsummer **the number of cases reported¹⁾** to the Communicable Disease Surveillance Centre was holding steady at around 12. By October the number had jumped to 24, 10 of whom have died. The

numbers include two heterosexual haemophiliacs and one woman. **Doctors are not compelled**²⁾ to inform the CDSC of cases, and there may be a long delay in diagnosis. In the US **the number of cases was more than doubled**³⁾ since January to 2,374 last month. **New cases have been reported**⁴⁾ at the rate of over 50 a month. **It has been predicted**⁵⁾ that the numbers would double every six months, though the latest figures suggest that the rate of increase is slowing. Surveys in the States have shown that gays are reducing the number of people they sleep with. In retrospect **Aids is seen**⁶⁾ to be endemic to Haiti and Zaire. Some five or six years ago Haiti became a popular holiday resort for West Coast gays. The theory is that the US epidemic began when they brought it home with them. "That suggests a four-year time lag," said a senior specialist. "It is logical to assume that the next move will take a similar number of years." If he is right, the number of UK cases should start rising sharply early next year. A survey earlier this year by doctors at St Mary's Hospital, Paddington, showed that 12 per cent of apparently healthy homosexuals had the first signs of the disease. Four had all the signs of Aids. Three of those had been to US cities in the past three years. Apart from ordinarily promiscuous gays, said the specialist, the high risk groups are those who saved up their money for a sexual binge in cities like San Francisco, Los Angeles and New York, and affluent travellers who pick up boys abroad. The specialist's advice is: "Stop being promiscuous, settle down with one partner, and don't go to bed with people from the danger areas - even if they are nice and sensible, you won't know if they're infectious." **Aids is transmitted**⁷⁾ in blood, which suggests that oral/genital sex, anal intercourse, and particularly violent forms of gay sex may be the most risky. Avoiding danger areas is becoming more difficult. The disease is spreading through Europe. **France is worst affected**⁸⁾ with 94 cases mainly due to its traditional links with Haiti and Zaire. Belgium, with its Zaire connection, has 38 cases. Denmark has 12. Germany, Holland, and Austria have about seven each. Many gays insist there is less danger of an epidemic in Britain because they do not indulge in violent communal sex on the American scale. **A gay in a San Francisco bath house or a New York club might be exposed**⁹⁾ to blood and faeces from more than a dozen men in one session. Since blood is the main vector, **drug addicts have been infected by contaminated needles**¹⁰⁾. Some 17 per cent of the US cases are drug addicts. The disease has spread to women, presumably through bisexuals. One woman has died in Liverpool. About 150 have caught the disease in the States. Paris doctors have reported the case of **a woman who was thought to have caught Aids**¹¹⁾ from her Haitian lover in New York. Both she and the lover died. Her husband also developed the disease. He too died. **A child of an infected mother has been born**¹²⁾ with the disease. Another child has contracted it from a contaminated blood transfusion. **Gays in Britain** who think they may have been in contact with the disease **have been asked**¹³⁾ not to donate blood. **The threat to haemophiliacs through contaminated Factor VIII was first identified**¹⁴⁾ in the US in July last year. To date about 1 per cent of the US cases have been haemophiliacs. A haemophiliac from Bristol has died, another in Cardiff is suffering from Aids. Dr John Craske, in Manchester, is tracking down haemophiliacs who received Factor VIII from a **batch given**¹⁵⁾ to **the two men which was imported**¹⁶⁾ from the States. Blood from up to 2,500 donors may go into the making of a single injection of Factor VIII - the blood clotting agent. In one year a **haemophiliac may be exposed**¹⁷⁾ to blood from over 25,000 donors. About half of the 70 million units of Factor VIII used each year by Britain's 4,500 haemophiliacs comes from the States.

- 1) **the number of cases reported to the Communicable Disease Surveillance Centre** (ED, S-UNE)
- 2) **Doctors are not compelled** (F, S-UNE)
- 3) **the number of cases was more than doubled** (F, S-UNE)
- 4) **New cases have been reported** (F, S-UNE)
- 5) **It has been predicted** (F,S-GHA)
- 6) **Aids is seen** (F,S-GHA)
- 7) **Aids is transmitted in blood** (F,S-NA)
- 8) **France is worst affected** (F,S-UNE)
- 9) **A gay in a San Francisco bath house or a New York club might be exposed to blood** (F, S-UNE)
- 10) **drug addicts have been infected by contaminated needles** (F,LI)
- 11) **a woman who was thought to have caught Aids** (F, S-UNE)
- 12) **A child of an infected mother has been born** (F, S-UNE)
- 13) **Gays in Britain who think they may have been in contact with the disease have been asked not to donate blood** (F, S-UNE)
- 14) **The threat to haemophiliacs through contaminated Factor VIII was first identified** (F, S-UNE)
- 15) from a **batch given** to the two men (ED, S-UNE)
- 16) a **batch given to the two men which was imported** from the States (F, S-UNE)
- 17) a **haemophiliac may be exposed to blood** (F,S-NA)

APPENDIX 20) ARTICLE J12

FSA investigates 'market manipulation' as bank shares plunge

<http://www.guardian.co.uk/business/2008/mar/19/marketturmoil.creditcrunch>

The Financial Services Authority has launched an investigation into share trading after many of the major banks plunged this morning as rumours of another bank in crisis swept the City. After making early **gains, propelled by a rally in Asia**¹⁾, the FTSE 100 index of leading shares ended the day 60.2 points lower - down 1.07% - to 5545.6 points amid speculation that HBOS was in trouble and the Bank of England was convening emergency meetings. Sally Dewar, managing director, wholesale and institutional markets at the FSA, said: "There has been a **series of completely unfounded rumours** about UK financial institutions in the London market over the last few days, **sometimes accompanied by short-selling**²⁾. We will not tolerate market participants taking advantage of the current market conditions to commit abuse by spreading false rumours and dealing on the back of them". "We remind market participants of the need to take extra care, in this market climate, to adhere to the market code of conduct," she said. The Bank of England had earlier asked the City regulator to investigate whether **London share prices are being deliberately manipulated by speculators**³⁾. Shares in HBOS, owner of Britain's biggest mortgage lender Halifax, fell as much as 18% in early trade on fears the bank was in trouble, before recovering some ground. Despite denials of any problems by HBOS the company was the biggest faller in the FTSE 100 on Wednesday, although its shares pared some losses. The bank's shares closed down 34p at 446.25p, down 7%. The Bank of England was racing to

reassure the market, nervous after the near-collapse of Bear Stearns in the US on Friday and rife with rumours that **emergency meetings were being convened**⁴⁾. A Bank spokesman said: "The rumours that the governor or any other senior executive has cancelled a trip to the Far East is complete fantasy. There are no immediate trips in the diary anyway". "The governor deferred a visit to the West Midlands and two other MPC members cancelled or shortened theirs in the wake of Bear Stearns episode, in order to be in London to monitor general market conditions," the spokesman added. The Bank put £5bn of liquidity in to the markets on Monday and another £10bn yesterday, prompting Bank of England governor Mervyn King and deputy governors Rachel Lomax and Sir John Gieve to postpone travel plans. The Bank of England spokesman went on: "**No meetings have** taken place or **been scheduled**⁵⁾ to discuss problems with any institutions in the UK. It is also a fantasy that **leave for Bank staff has been cancelled**⁶⁾ over Easter". It is thought that the Bank wants to establish whether rumours about problems at **banks are being spread by people**⁷⁾ who want prices to fall. An HBOS spokesman denied speculation in the market that the bank had been intending to suspend its shares. There was also talk that the bank had gone to the Bank of England for emergency funding. The spokesman dismissed the rumours out of hand. "This is complete and utter nonsense," he said. "HBOS is one of the strongest financial institutions in the world. We are one of the most respected institutions in the capital and wholesale markets. We continue to access the wholesale markets whenever we think it is appropriate to do so." He said the bank has a diversified business with an "exceptionally strong" balance sheet. Most of the main banking shares were off at the close. Alliance & Leicester shares were down nearly 2.8%, or 14p, to 501.5p. Royal Bank of Scotland ended down 9.5p at 316.5p. After falling in early trading, Barclays and Lloyds TSB closed higher. Banking shares have suffered in recent days in the aftermath of the bailout of **Bear Stearns**, America's fifth largest bank, **orchestrated by the US Federal Reserve**⁸⁾ over the weekend. **HBOS shares have been hit hardest**⁹⁾ amid concern about its exposure to **investments linked**¹⁰⁾ to the US sub-prime mortgage market. Last year **Northern Rock**, the UK mortgage lender, collapsed and **was nationalised by the government**¹¹⁾. EasyJet's warning that higher fuel prices will cut profits this year dragged down the airline sector. EasyJet shares plummeted more than 16% and later traded down nearly 10%, or 35.75p, at 339.25p. Budget rival Ryanair dropped over 5% while British Airways shares were down 3.15% at 223p. Overnight, markets in Asia had continued the rally begun on Wall Street after the Federal Reserve took the emergency action of cutting interest rates by three-quarters of a point. In Japan the Nikkei index, which has fallen around 20% so far this year to near four-year lows, closed 2.5% higher today. Shares in Australia were up 4% and the Hang Seng in Hong Kong closed 2.4% higher, while Markets in South Korea, China and India were also sharply up. The Shanghai Composite index ended trading 3.6% higher, after five straight days of losses. Wall Street staged its biggest one-day rally in more than five years yesterday after the aggressive action by the Fed, even though the cut was smaller than many in the markets had hoped for. The Dow Jones industrial average soared 420 points on Tuesday, up 3.51%, to 12,392.66. The S&P 500, the broader gauge of US stocks, climbed 4.24% to 1,330.74, the highest gain in a single session since October 2002. But by 7pm GMT on Wednesday, the Dow was back in the red - trading 1% lower at 12,265 points. **Market nerves had been soothed by earnings statements**¹²⁾ from Goldman Sachs and Lehman Brothers. While profits at both were down sharply, **they were better than expected**¹³⁾, and also calmed fears, albeit

temporarily, that another big bank might be heading the way of Bear Stearns. **The interest rate cut was aimed¹⁴⁾ at restoring some confidence in the financial system, which was severely rattled by the near collapse of Bear Stearns¹⁵⁾** last week and its cut-price rescue by rival JP Morgan. The US treasury secretary Henry Paulson said that the US economy was facing a "sharp decline", although he still hoped that it might stage a recovery later this year. He avoided using the word recession. Analysts warned however that the bounce on the markets does not mean that recent turmoil is at an end. "We're just back to where we were at the beginning of the week," said David Cohen, a regional economist with Action Economics in Singapore. "The rollercoaster will continue. There's a lot of uncertainty continuing for the world and US economies."

- 1) **gains, propelled by a rally in Asia** (NF,LI)
- 2) **series of completely unfounded rumours** about UK financial institutions in the London market over the last few days, **sometimes accompanied by short-selling**. (ED,LI)
- 3) **London share prices are being deliberately manipulated by speculators** (F,LA)
- 4) **emergency meetings were being convened** (F, S-UNE)
- 5) **No meetings have taken place or been scheduled** (F, S-UNE)
- 6) **leave for Bank staff has been cancelled** (F, S-UNE)
- 7) **banks are being spread by people** (F,LA)
- 8) **Bear Stearns, America's fifth largest bank, orchestrated by the US Federal Reserve** (ED,LA)
- 9) **HBOS shares have been hit hardest** (F, S-UNE)
- 10) **investments linked to the US sub-prime mortgage market**. (ED,S-NA)
- 11) Last year **Northern Rock**, the UK mortgage lender, collapsed and **was nationalised by the government**. (F,LA)
- 12) **Market nerves had been soothed by earnings statements** (F,LI)
- 13) **they were better than expected** (ED,S-GHA)
- 14) **The interest rate cut was aimed** at restoring some confidence (F, S-UNE)
- 15) **the financial system, which was severely rattled by the near collapse of Bear Stearns** (F,LI)

APPENDIX 21)

ARTICLE J13

Yale agrees to return Machu Picchu artefacts to Peru

<http://www.bbc.co.uk/news/world-latin-america-12438695>

Yale University has signed an agreement to return to Peru **some 5,000 Inca artefacts removed¹⁾ from the famed Machu Picchu citadel** nearly a century ago. **The relics - stone tools, ceramics and human and animal bones - will be housed²⁾** in a new centre in the city of Cuzco. The deal ends a long dispute over **the artefacts, which were taken from Machu Picchu by American explorer Hiram Bingham in 1912³⁾**. Machu Picchu, high in the Andes, is Peru's main tourist attraction. "This agreement ensures the expanded accessibility of these Machu Picchu collections for research and public appreciation in their natural context," Yale President Richard Levin said. Victor Raul Aguilar, rector of San Antonio Abad University in Cuzco, said he hoped that "all who

visit Machu Picchu will enrich their experience and understanding of Inca culture with a visit to the centre". **The International Centre** for the Study of Machu Picchu and Inca Culture **will be jointly run by the US and Peruvian universities**⁴⁾. Peru had argued during the dispute that **the artefacts were lent**⁵⁾ in 1911 **but never returned**⁶⁾. It filed a lawsuit against Yale in 2008. Yale had said that it returned those relics which it borrowed, while it had full ownership of many others. It also took protest marches and a **letter penned by Peruvian President Alan Garcia**⁷⁾ to his US counterpart Barack Obama to win the battle over the artefacts, the BBC's Dan Collyns in Lima reports. The relics will be yet another draw for hundreds of thousands of tourists who visit the 15th Century Inca site every year, our correspondent adds.

- 1) **some 5,000 Inca artefacts removed from the famed Machu Picchu citadel** (ED,S-UNE)
- 2) **The relics** - stone tools, ceramics and human and animal bones - **will be housed** (F, S-UNE)
- 3) **the artefacts, which were taken from Machu Picchu by American explorer Hiram Bingham** (F,LA)
- 4) **The International Centre** for the Study of Machu Picchu and Inca Culture **will be jointly run by the US and Peruvian universities** (F,LA)
- 5) **the artefacts were lent** (F, S-UNE)
- 6) **... but never returned** (F, S-UNE)
- 7) **letter penned by Peruvian President Alan Garcia** (ED,LA)

APPENDIX 22) ARTICLE J14

Rolls-Royce develop electric car

<http://www.telegraph.co.uk/motoring/car-manufacturers/rolls-royce/8335542/Rolls-Royce-develop-electric-car.html>

Rolls-Royce, **the car manufacturer famed**¹⁾ **for its petrol guzzling vehicles**, has developed its first ever electric car. Rolls-Royce used to boast that at 60mph in one of their cars, the loudest sound was the ticking of the clock. Now the world's best known luxury car is about to become even quieter, with the launch of the first fully electric model to bear the famous Spirit of Ecstasy mascot. **The one-off Phantom is being built**²⁾ to gather research data that could eventually lead to customers ordering their own all-electric Rolls-Royce. **The firm, based**³⁾ **at Goodwood in West Sussex**, says that project 102EX is crucial to informing future decisions on alternative "drivetrains" – or propulsion systems – for Rolls-Royce cars. Engineers will use the Phantom, which normally costs from £285,000, to establish whether they can develop a commercial model which can run long enough to be of use and can operate in **extreme weather conditions, which are known**⁴⁾ **to effect battery performance**. Despite its enormous price tag, such a commercial model would be exempt from road tax, London's congestion charge and would even qualify for free parking in some areas. Torsten Müller-Ötvös, Rolls-Royce's executive, said: "We have engineered the world's first battery electric vehicle for the ultra-luxury segment. "With this vehicle, we begin an exploration into alternative drivetrains, seeking clarity on which alternative technologies

may be suitable to drive Rolls-Royce motor cars of the future." A spokesman for the firm, which posted record sales last month, said that **102EX – also known⁵⁾ as the Phantom Experimental Electric (EE)** – said that the car company would "carefully test the opinions and reactions to alternative drivetrain options of a range of stakeholders including owners, enthusiasts, members of the public and the media". **The electric Rolls-Royce will be revealed⁶⁾ at the Geneva Motor Show on March 1. It will then be taken on a tour of Europe⁷⁾, the Middle East, Asia and North America. Selected Rolls-Royce owners will be asked⁸⁾ to test drive the electric vehicle and provide feedback on their views. Rolls-Royce says there are 'no plans to develop a production version'. But, added Mr Müller-Ötvös: "I must be convinced that any alternative drivetrain we choose for the future delivers an authentic Rolls-Royce experience. "It must be a technology that is right for our customers, our brand and which sets us on a sound footing for a sustainable future."**

- 1) **the car manufacturer famed for its petrol guzzling vehicles** (ED,S-NA)
- 2) **The one-off Phantom is being built** (F, S-UNE)
- 3) **The firm, based at Goodwood in West Sussex** (ED,S-NA)
- 4) **extreme weather conditions, which are known to effect battery performance** (F,S-GHA)
- 5) **102EX – also known as the Phantom Experimental Electric (EE)** (ED,S-GHA)
- 6) **The electric Rolls-Royce will be revealed** (F, S-UNE)
- 7) **It will then be taken on a tour** (F, S-UNE)
- 8) **Selected Rolls-Royce owners will be asked** (F, S-UNE)

APPENDIX 23) ARTICLE J15

Employers 'limited share schemes to senior managers during credit crunch'
<http://www.guardian.co.uk/money/2011/feb/10/employers-limited-share-schemes-senior-staff>

HMRC statistics show that a drop in **schemes offered¹⁾ to all staff coincided with an increase in those offered²⁾ to executives**. Senior managers enjoyed better access to employers' share schemes during the credit crunch than their workforces, official figures have shown. HM Revenue & Customs statistics on pensions and tax-free savings and investment show that the number of companies running share schemes open to all staff declined by 10% over two years – from 1,530 in 2006-07 to 1,370 in 2008-09. During the same period, the number of companies offering discretionary schemes – or enterprise management initiatives – to senior-level staff rose by 25%, from 8,020 to 10,050, the HMRC data shows. Approved share option schemes are often popular with employees because they are entirely tax and national insurance free up to the point of exercise, although any further gain arising after the end of the plan is liable to capital gains tax. However, many employers closed employee share schemes during the recession as part of their cost-cutting initiatives. Plummeting share prices and low

interest rates also made schemes less attractive during the recession years. Explaining **the increase in schemes targeted at senior executives**³⁾, Roy Maugham, a tax partner at accountants UHY Hacker Young, said that some employers might feel incentivising senior managers through share options is a more politically acceptable form of compensation than **cash payments, given the furore surrounding executive bonuses**⁴⁾. "Granting senior managers share options rather than cash is also easier on cashflow, which has been a major concern for many employers during the recession," he said. But the TUC general secretary Brendan Barber warned that restricting share schemes to senior managers could create a two-tier workforce and generate resentment among workers as they failed to recognise the **contribution made by all staff**⁵⁾ to company success. He said: "With many employers reluctant to take on new staff, **more is expected**⁶⁾ of existing workforce. But limiting the rewards for this extra effort to senior staff gives no incentive to the rest of the workforce to go the extra mile. "Employee share schemes have benefits and problems but limiting them to bosses increases the likelihood of them backfiring."

- 1) **schemes offered to all staff** (ED, S-UNE)
- 2) **an increase in those offered to executives** (ED, S-UNE)
- 3) **the increase in schemes targeted at senior executives** (ED, S-UNE)
- 4) **cash payments, given the furore surrounding executive bonuses.** (ED, S-UNE)
- 5) **contribution made by all staff** (ED,LA)
- 6) **more is expected** (F,S-GHA)

APPENDIX 24) ARTICLE J16

Cybercrime gang 'responsible for a third of data thefts'

<http://www.telegraph.co.uk/technology/8283882/Cybercrime-gang-responsible-for-a-third-of-data-thefts.html>

A single gang has been found¹⁾ to be behind more than a third of cyber crime, a global industry estimated to cost the UK economy billions each year. **The organisation, thought to be Russian**²⁾ and currently under investigation by international law enforcement authorities, works behind complex systems of misdirection and secrecy. **It has been detected**³⁾ by profiling the way it attacks company networks via the internet to steal credit card numbers and other valuable data. The heists begin with the gang taking remote control of **legitimate software used by IT support departments**⁴⁾ to maintain computers. The way they achieve this varies: sometimes they just guess the administrator's login to enter, and sometimes they exploit vulnerabilities in the software that allow them to seize "backdoor" control. The hackers then search for the target data and surreptitiously extract it to their own **network, which has been traced by researchers**⁵⁾. The same **"fingerprints" were discovered**⁶⁾ on **36 per cent of data thefts investigated last year by Trustwave SpiderLabs**⁷⁾, a computer forensics team. "This is a well established operation," said John Yeo, Trustwave SpiderLabs' European director. "They operate in a highly secure way, and have significant resources behind them." Most professional cyber criminals prefer to steal financial information because it

is easier than other private data - such as trade secrets - to convert into cash. This makes the hospitality industry and retailers among their primary targets. This week the high street cosmetics store Lush disclosed **thousands of its customers' credit card details had been stolen**⁸⁾ via its website. Although their impact is difficult to measure, according to PwC, computer security breaches cost British businesses at least £10bn last year, with each incident costing as much as £700,000. Criminal investigation of cybercrime is notoriously complex, largely because it typically a cross-border crime. **Gangs** in eastern Europe **are thought**⁹⁾ to rely on incapable and corrupt officials to continue their **operations unhindered**¹⁰⁾, and last year an attempt by the UN to foster international cooperation on cybercrime failed.

- 1) **A single gang has been found** (F, S-UNE)
- 2) **The organisation, thought to be Russian** (ED,S-GHA)
- 3) **It has been detected** by profiling the way (F, S-UNE)
- 4) **legitimate software used by IT support departments** (ED,LA)
- 5) **network, which has been traced by researchers** (F,LA)
- 6) **fingerprints" were discovered** (F,S-GHA)
- 7) **36 per cent of data thefts investigated last year by Trustwave SpiderLabs,** (ED,LA)
- 8) **thousands of its customers' credit card details had been stolen** (F, S-UNE)
- 9) **Gangs** in eastern Europe **are thought** (F,S-GHA)
- 10) corrupt officials to continue their **operations unhindered** (ED, S-UNE)

APPENDIX 25)
ARTICLE J17

Defeating Milosevic: Troops may be needed¹⁾
<http://century.guardian.co.uk/1990-1999/Story/0,,112761,00.html>

As the bombers go in, for the first time in the long evolution of the Balkan crisis, the outside powers are directly confronting the author of that crisis. Always before, the Serbian leader has distanced himself from the tragic situations which he has played such a large part in creating. Notoriously, he has presented himself as the man who can arrange a solution, and it has been a strategy that has worked, again and again. But this unnatural partnership came to an end at Rambouillet, when it became clear that Slobodan Milosevic would not hand Kosovo over to Western protectors, in spite of both serious threats and serious inducements. **The Western countries**, on their side, could not accept that Milosevic should keep Kosovo, **given**²⁾ **that his only way to do** so is by violent methods. Now, with the bombing, the break is, or should be, total. Milosevic's fall from power cannot be a formal aim of the Nato operation, which must properly confine itself to the attempt to limit suffering in Kosovo. Yet it is also true that if **the objective** of limiting that suffering **is to be attained**³⁾, then the broad aim must be a general settlement in former Yugoslavia, and such a settlement is hard now to envisage if Milosevic is still in power. **The story** that began in Kosovo 10 years ago, when Slobodan Milosevic began his career as a master manipulator of ethnic and national feeling in the former Yugoslavia, **must be brought**⁴⁾ to an end. **The risks** that Kosovars may face because of the bombing **are described** elsewhere in the paper **by a Kosovar**

journalist⁵⁾. The picture he paints, of a population fleeing danger in the countryside only to meet equal, or worse, danger in the towns, is a dismal one. While it is true that the Kosovo Albanians were already under attack before Nato took its decision to bomb, it is obviously possible that Nato strikes could make it immediately worse for them than it would otherwise have been. But the balance of risk depends crucially on our estimate of the Serbia over which Milosevic presides. Is it a society likely to fight ferociously and effectively for Kosovo? The indications are that Serbia, while lacking any real sense of self-criticism and feeling it is unfair that it is the butt of everybody's anger, is not in the sort of shape that would enable it to fight a hard war. **Young conscripts** do not wish to go to Kosovo, and, **when sent**⁶⁾, desert in considerable numbers. Many regular officers are doubtful both about Milosevic's policies and about their capacity to carry them out. **The most prominent of such officers**, General Momcilo Perisic, **was sacked by Milosevic**⁷⁾ last year precisely because he maintained that it was not the job of the armed forces to oppress the population. **The special interior ministry troops**, who are not part of the army, **are better paid**⁸⁾ and enjoy perquisites such as looting. But the morale of Serb forces in Kosovo depends on their military edge over the Kosovo Liberation Army and the helpless nature of the population at large. Once they have to face punishing attack from the air, that morale may suffer enormously. It is worth remembering that **the capacity** of the Bosnian Serb forces, who included regular elements from Serbia, **was vastly over-estimated by many Western military analysts**⁹⁾. They warned the Croats that **an attack** on Krajina **would be bloodily repulsed**¹⁰⁾. In the event the Croats beat the Bosnian Serb forces in three days and took virtually no casualties. Certainly Kosovo is not Bosnia, the forces there are stronger, and it would be foolish to count on a swift collapse. Equally, it is permissible to hope that the Serb forces will turn out to be less formidable in reality than they look on paper. Even if that is the case, we ought still to be making preparations now, discreet but serious, for the use of ground troops. Their entry into Kosovo, too, might not be such a dangerous business as the pessimists contend. Throughout the Yugoslav wars of succession, it has been a persistent Western mistake to overestimate Serbian strength and to argue that Milosevic was a man with whom we had to do business. While accepting that Nato is taking serious risks, we ought also to bear in mind that Milosevic is a man whose time has passed and that Serbia is a weak society, in large part because of his foolish and criminal leadership.

- 1) **Troops may be needed** (F, S-UNE)
- 2) **The Western countries**, on their side, could not accept that Milosevic should keep Kosovo, **given** that his only way to do so is by violent methods (ED, S-UNE)
- 3) **the objective** of limiting that suffering **is to be attained** (NF, S-UNE)
- 4) **The story must be brought** to an end. (F,S-GHA)
- 5) **The risks are described ... by a Kosovar journalist** (F,LA)
- 6) **Young conscripts** do not wish to go to Kosovo, and, **when sent**, (ED, S-UNE)
- 7) **The most prominent of such officers**, General Momcilo Perisic, **was sacked by Milosevic** (F,LA)
- 8) **The special interior ministry troops**, who are not part of the army, **are better paid** (F, S-UNE)
- 9) **the capacity ... was vastly over-estimated by many Western military analysts.** (F,LA)

10) an attack on Krajina **would be bloodily repulsed** (F, S-UNE)

APPENDIX 26)

ARTICLE J18

Italy seeks EU help to cope with Tunisian influx

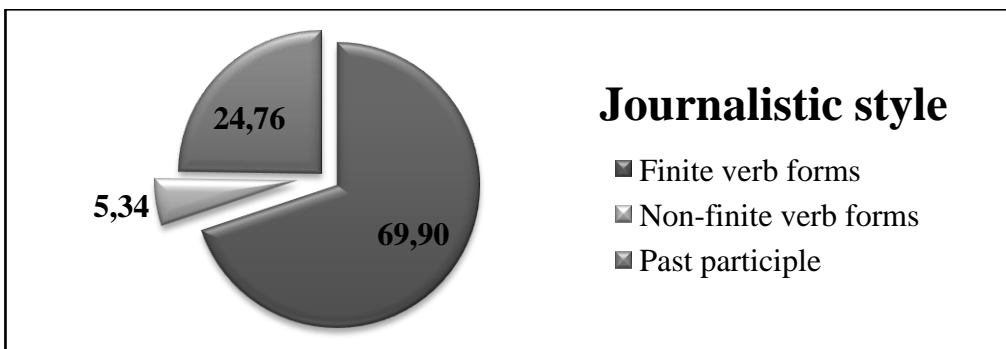
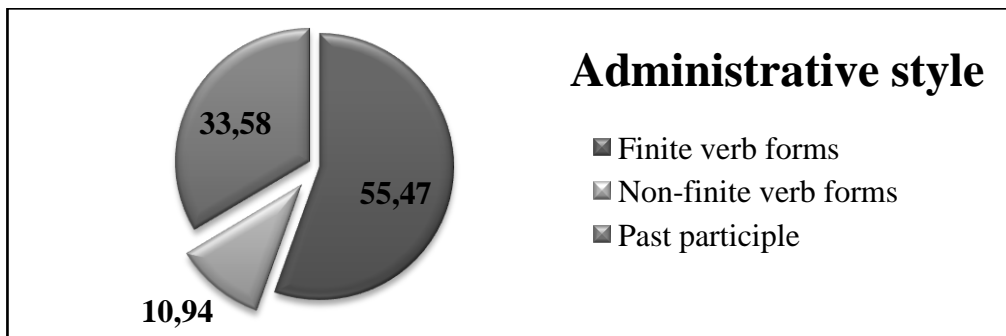
<http://www.guardian.co.uk/world/2011/feb/13/italy-tunisia-state-of-emergency>

Government declares state of emergency after thousands arrive on Lampedusa island from trouble-torn Tunisia. **Arrivals** from Tunisia **are detained**¹⁾ in a military compound after arriving by boat on the southern Italian island of Lampedusa. Italy has declared a state of emergency on the southern island of Lampedusa and appealed to the rest of the EU for help following the arrival of up to 5,000 people fleeing political upheaval in Tunisia. The Italian interior minister, Roberto Maroni, said: "Europe is doing nothing. I am very worried. I have asked for **urgent steps to be taken by the EU**²⁾ because the Maghreb is exploding. There is a political and institutional earthquake which threatens to have a devastating effect on the whole of Europe by way of Italy." According to reports from Lampedusa, several hundred people arrived on the island after midnight today, bringing its total number of immigrants to about 2,500. **More than 2,000 others**, who arrived at the end of last week, **have been transferred**³⁾ to holding centres on Sicily and the mainland. More people have reached Lampedusa in the past five days than arrived by sea in the whole of Italy in the latest 12 months for which statistics are available. Silvio Berlusconi's government, which regards stemming the flow of migrants from north Africa as one of its main achievements, has been reluctant to re-open a 800-bed migrant reception centre on the island, forcing many of the new arrivals to sleep in the open. But **Giuseppe Caruso**, the prefect of Palermo, **who has been given**⁴⁾ emergency powers to deal with the crisis, was attempting to get the centre back in operation by the end of today. There are suspicions that some of the arrivals are former servants of the ousted regime of Tunisia's former president, Zine al-Abidine Ben Ali. Lampedusa is 115 km (71 miles) from the country's east coast. With fine weather and calm seas, the conditions for making the crossing are ideal, although **one man was reported dead**⁵⁾ and another missing after a boat heading for Lampedusa overturned in the Gulf of Gabès yesterday morning. The island's deputy mayor, Angela Maraventano, posed **a question also being asked**⁶⁾ **in Rome**: "If [the Tunisians] no longer have a dictatorship, what do these clandestine immigrants want from us?" One of the three women among the new arrivals told the newspaper La Repubblica: "It has become impossible for us to live there. There is violence. There are abductions. And no one any longer knows who is in charge."

- 1) **Arrivals** from Tunisia **are detained** (F, S-UNE)
- 2) **urgent steps to be taken by the EU** (NF,LA)
- 3) **More than 2,000 others**, who arrived at the end of last week, **have been transferred** (F, S-UNE)
- 4) **Giuseppe Caruso**, the prefect of Palermo, **who has been given** (F, S-UNE)
- 5) **one man was reported dead** (F, S-UNE)
- 6) **a question also being asked in Rome** (NF, S-UNE)

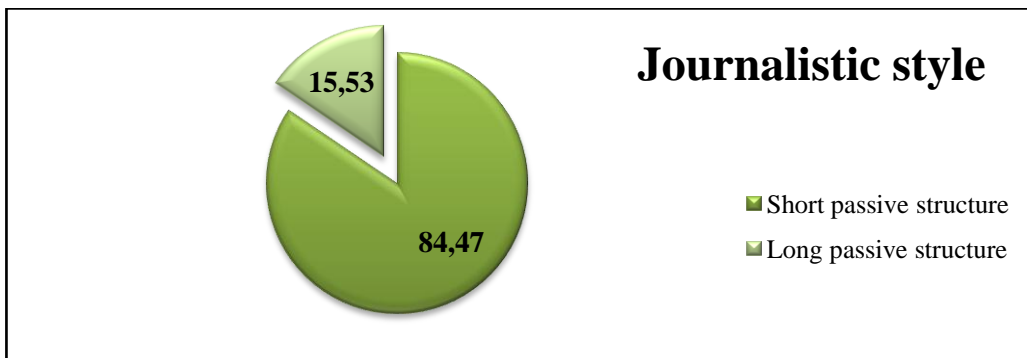
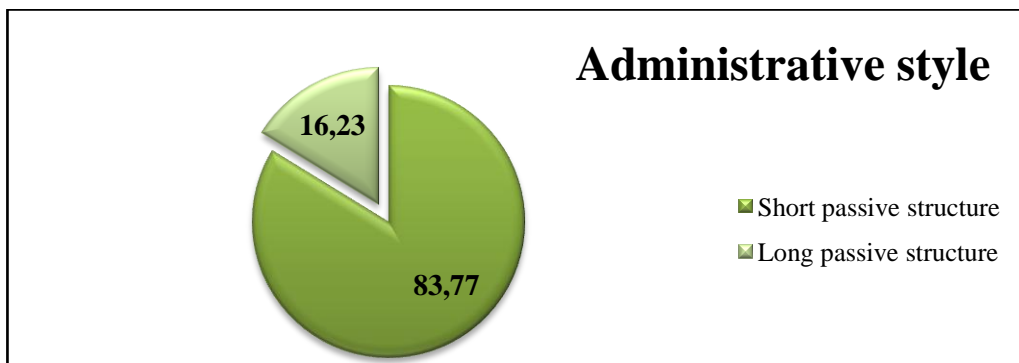
APPENDIX 27)

Verb forms in the passive structure (diagrams)



APPENDIX 28)

Short and long passive structures (diagrams)



	JOURNALISTIC STYLE - PROGRESSIVE VERB FORMS	Finite verb form	Non-finite verb form	Short passive	Long passive
J1-17	bonuses <u>are being paid</u> despite the new rules."	X		X	
J1-19	the cash element <u>being limited</u> to a maximum of between 20pc and 30pc.		X	X	
J3-1	the compatibility between the EU system and those from China, the United States, Russia, Japan and India <u>is being discussed</u>	X		X	
J9-5	a million public sector workers <u>are being laid off</u> and encouraged	X		X	
J9-6	a million public sector workers <u>are being</u> laid off and <u>encouraged</u>	X		X	
J12-4	emergency meetings <u>were being convened</u>	X		X	
J14-2	The one-off Phantom <u>is being built</u>	X		X	
J18-6	a question <u>also being asked in Rome</u>		X	X	
ADMINISTRATIVE STYLE - PROGRESSIVE VERB FORMS					
	ADMINISTRATIVE STYLE - PROGRESSIVE VERB FORMS	Finite verb form	Non-finite verb form	Short passive	Long passive
A5-5	a fire <u>being discovered</u>		X	X	
A6-10	with <u>priority being accorded</u> to concluding planned agreements		X	X	
A6-33	A summary of <u>current action being carried out by both the Commission and by Member States</u>		X		X