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Research Article

TEACHING AND LEARNING LEGAL ENGLISH IN BUSINESS-RELATED MAJORS: ADVANTAGES AND DISADVANTAGES*

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ABSTRACT

This paper is composed specifically to point out the pros and cons of Legal English learning and teaching in universities which includes business-related subjects in their curricula. The methodology employed is qualitative method, conducted through collecting and analysing secondary data in combination with observations and experimentation in daily classroom activities. It has been found out that, besides such advantages as learners' English fluency, both practical and theoretical material diversity and up-to-date curricula in business-related universities, lack of materials for learning, time-consuming preparation and insufficient passion are among many issues to be addressed in teaching and learning Legal English in universities.

Keywords: business, contract, economics, ESP, Legal English.

1. Introduction

Economic performance in Vietnam has been gaining much development in recent years. As one of the major forces of the economy, import and export continuously achieve success year after year. In 2017, there was a considerable increase of 21.2% in exports in comparison with that of 2016, reaching 214.02 billion USD, while imports remained under good control (Ministry of Industry and Trade, 2018). Undoubtedly, the number of deals settled successfully goes hand in hand with that of trade contracts to be signed, which put a great pressure on the company's human resource to be responsible for contract negotiation and signing. Moreover, the trade conflicts have been an inevitable issue in business. Ministry of Industry and Trade (2018) confirms that until December 2017, as a World Trade Organization (WTO)'s member, Vietnam has taken legal action in three anti-dumping cases against Indonesia and the United States of America (USA) and brought them to the Dispute Settlement Body (DSB) of the WTO. Those are the issues which

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mainly concern with trade policies from a macro-economic viewpoint, obviously followed by a great number of other micro-cases between businesses.

A key point for Vietnamese enterprises when they have to get involved in such cases is their understanding towards contract content and language. It is an advantage that almost all contracts signed between Vietnamese and businesses from other countries are made in English language – an international communication tool for global citizens. However, this also poses some challenges for people who have just started running or are currently operating their businesses due to their insufficient language skills, especially those of Legal English. Although many universities and training centers have organized classes to equip their students with necessary understanding and application in the English of Law and specially, English for contracts, there are still many things to be done concerning from both the aspects of learners and teachers. For the purpose of analysing the current situations and proposing some recommendations, I have decided to conduct a study on the topic *“Teaching and learning Legal English in Business related majors: Advantages and Disadvantages”*.

The study aims to figure out the pros and cons in teaching and learning Legal English situation at some universities which organize classes in business majors, including Foreign Trade University HCMC Campus (FTU HCMC), HCMC University of Foreign Languages – Information Technology (HUFLIT) and University of Education HCMC (HCMUP). It holds a vital position in deciding the current status and suggesting appropriate guidelines for both lecturers and students in these educational institutions specifically and others generally.

The limitation of the study lies mainly on the timing and scale of research, which is limited within the three universities. Furthermore, as most examples listed hereunder refer to real context in business contract, more study needs to be conducted in other legal documents such as legislation terms, company’s internal documents, as well as other types of contract, namely the charter party, insurance policy, etc. However, as the distinction of these documents is mostly concerned with content, and format other than language, the suggestions in this study are still applicable to some extents for the above-mentioned documents.

2. Overview of Legal English

There have been variations in understanding and interpreting the term Legal English. Based on purposes, ESP (English for Specific purposes) practitioners prefer to use other terms as classification, such as EGLP (English for general legal purposes), EALP (English for academic legal purposes), and EOLP (English for occupational legal purposes) (Northcott, 2013). In this study, I mainly focus on some features relating to Legal English in the case of being used in business contracts. Like other professions, law has its own

complexity, which requires learners to put much effort in order to master the principles and contents of every single sentence, as well as paragraph. In case the terms are written in mother tongue, readers still face difficulties in reading and comprehending the meaning of words and sentences. Moreover, where English, or other languages, is used in composing such provisions, the challenge becomes greater not only for common readers, but also for those specialized such as lawyers, researchers or negotiators, etc. Northcott (2013) confirmed that one of the sources of Legal English's difficulty was put down to the Common Law system, which heavily depends on precedents.

In terms of application, it is undoubted that Legal English is widely useful in life, work and study. People need to read and understand the laws passed by legislative body as those can affect their daily life such as new regulations on tax, shopping or transportation. Students have to read regulations in schools and other educational institutions so as to duly follow. In business, Legal English finds itself of great importance when being made use of in various cases such as internal documents, and, more significantly, commercial contracts and agreement. For the above reasons, teaching and studying Legal English remains a crucial part in education in general, and some business – related majors in particular. Due to the little use of Legal English in non-business related major, I primarily concentrated on analysing the pros and cons in training this type of ESP only in business-related curricula.

It is worth noticeable that so far has this topic been studied and mentioned in a number of research studies and books domestically and internationally. In his study namely *“Teaching Legal English: contexts and cases”*, Northcott (2009) evaluated the current situation of training Legal English for law professionals of second languages. He concluded that ethnographic skills and partnerships between language specialists and law experts should be strictly considered and applied in order to achieve high result in training (Northcott, 2009). The research study set up general understanding of educating Legal English internationally nowadays. Meanwhile, the article *“Terminology translation in teaching Legal English”* by Mishchenko (2010) approached translation of legal terms as a pedagogical method. The author confirmed that a teacher of Legal English, especially when he or she is not a legal expert nor a native speaker, requires remarkable cognitive effort and huge amount of time in preparing for good lessons. Mentioning the training of Legal English in business context in Vietnam, the book *“International trade contracts”* by Nguyen (2007) marked an advancement in raising the awareness of both educators and learners towards this special field. Eleven parts and two appendices in the book demonstrated the relationship between the law and contract, instructed basic and advance notes for learners and illustrated those points with real examples (Nguyen, 2007). The limitation of the book lies in its lack of Vietnamese explanation and interpretation, which makes it difficult for readers and students who have only basic skills in English to follow.

To make it easier for students who are not good at English, Nguyen (2011) published a book, namely “*Hợp đồng xuất nhập khẩu tiếp cận từ khía cạnh pháp lý, nghiệp vụ, ngôn ngữ - tiếng Anh (Import-export contracts - Legal, Operational and Linguistic approach)*”. As put forward in its name, the book includes three chapters discussing three distinctive aspects of composing commercial contracts in foreign trade operations (Nguyen, 2011). In spite of the useful and various guidelines to be found in the book, the drawback of this publication is that it is lack of necessary system of exercises and practice for learners. Therefore, many readers just consider it as a book mainly for reading but not practicing.

What can be considered from the above literature is that teaching and learning English of Law have caught much attention internationally. However, there are still many things to be done so that such pedagogical approach in educating this kind of language in business major in Vietnam is well applied.

3. Teaching and learning Legal English in business-related majors

3.1. Advantages

Studying and teaching Legal English requires *good English skills* from both learners and lecturers. It is inevitable to see that the ability to listen, read, speak and write in English of Vietnamese people has been rising strongly so far thanks to the good attention in high school education and a stress on achieving international certification (such as the Test of English as a Foreign Language (TOEFL), International language testing system (IELTS), or Test of English for International communication (TOEIC)) in English from the young nowadays. This growth does help raise confidence in learning and teaching Legal English courses.

Another advantage of training Legal English currently is *the availability of materials*, especially those published online. In the past, it was not easy to get access to international contracts signed by companies and their foreign partners due to the issue of confidentiality. Such documents could mostly be achieved only through mutual relationship between researchers (i.e. teachers and students in this study) and someone in the corporation. Thanks to the development of Internet and electronic commerce, many companies specializing in import-export are also organizing training courses for students, whom they consider potential recruits. As one part of their marketing strategy, a great number of business documents are shared both publicly and separately for the one who registered. Taking advantages of this, students and teachers can look for various examples for their purpose of mastering Legal English.

Moreover, the *curricula* in some universities, like Foreign Trade University HCMC Campus (FTU HCMC) or at the Department of International Business Administration of HCMC University of Foreign languages – Information technology (DIBA – HUFLIT), include teaching English for Specific Purposes (ESP) together with other specialized

subjects. Take FTU HCMC's curriculum of External Economics major as an example, students in their third and final year have to deal with classes on ESP which are very close to their other subjects to be learned in the same semester. For instance, they study *Commercial Correspondence* and *International Business Contracts* in their ESP classes in correlation with *International Trade Transactions* or *Law on External economics activities* as specialized subjects.

These above subjects all mention the Sales contract and its structure as illustrated in Figure 1, but from different aspects. This helps create a useful link between subjects and enhance motivations for students to follow and concentrate on gaining knowledge and practicing their skills. With the specified advantages, teaching and learning Legal English in business contexts will surely develop more thoroughly if the following drawbacks are carefully considered and solved.

No....	SALES CONTRACT		Place, Date ...
<u>Between:</u>	Name: ... Address: ... Tel: ...Fax: ... Email: ... Represented by ... Hereinafter called as the SELLER		
<u>And:</u>	Name: ... Address: ... Tel: ...Fax: ... Email: ... Represented by ... Hereinafter called as the BUYER		
The SELLER has agreed to sell and the BUYER has agreed to buy the commodity under the terms and conditions provided in this contract as follows:			
Art.1: Commodity			
Art.2: Quality			
Art.3: Quantity			
Art.4: Price			
Art.5: Shipment			
Art.6: Payment			
Art.7: Packing and marking			
Art.8: Warranty			
Art.9: Penalty			
Art.10: Insurance			
Art.11: Force majeure			
Art.12: Claim			
Art.13: Arbitration			
Art.14: Other terms and conditions			
... (Loading terms/loading and discharging rate; Performance Bond, Insurance; Penalty)			
For the BUYER		For the SELLER	

Figure 1. Structure of an International Sales Contract

Source: (Doan & Kim, 2016)

3.2. *Disadvantages*

The first factor is the *availability of qualified teachers*. Teaching Legal English obviously requires teachers to be fluent at English language. Moreover, a good understanding in the common legal systems around the world plays an important part in their lecturing career. On the other hand, educators need to be aware that students have to apply what they learn into interpreting documents in their own legal system. (Mishchenko, 2010) All of the above put a great pressure on current Vietnamese teachers nowadays as it is not easy for universities and other educational institution to recruit and keep a lecturer who is good at both Legal English and real business operation.

The next factor to be of concern is *student's patience and passion* for learning. As mentioned before, Legal English is a kind of language that is not so easy to handle, especially for students whose English background are not good. For those who achieve high grade in International English tests like the TOEFL, or IELTS, comprehending English structures in legal context also cause difficulties. I have conducted a small experiment with a group of seven (7) students of different English background and understanding towards legal framework. With the help of online and offline materials, all were asked to translate the following part of a License Agreement between two corporations specializing in oil trading from The United States of America and Vietnam.

SECTION 2.00 GRANT OF LICENSE.

2.1. TECHNICAL INFORMATION. LICENSOR hereby grants to LICENSEE an exclusive, non-transferable license (with no right to sub-license unless specifically authorized herein) to use the Technical Information in the Territory in connection with the manufacture of Licensed Products in the Territory by LICENSEE hereunder. LICENSEE shall also have an exclusive right to use and sell the Licensed Products manufactured hereunder in the Territory subject to the limitations of the Distributorship Agreement entered into between the parties on the 1st day of June, 2018 and subject to the rights retained by LICENSOR herein. *In consideration for the grants contained herein LICENSEE hereby agrees, provided it is not contrary to local law in the Territory, to supply LICENSOR, for it to use on a royalty free basis, any information related to any improvement of the Licensed Products which it may develop in the course of its activities hereunder, the communication of such improvement to be made immediately upon discovery of same.*

Figure 2. Terms from AMTECOL License Agreement used in experiment

Source: (AMTECOL & INDOCHINA, 2018)

The experiment took place in about fifteen (15) minutes. The first student, who have achieved IELTS 8.5 and CPE (Certificate of Proficiency in English) grade A finished the task earlier with only some small mistakes in translation, as shown in Figure 3. The remaining students with level of English equivalent to TOEIC 600 took more time to fulfill the assignment, and their work contained much more mistakes than that of the first. Their translation seemed to be made only by word-by-word technique, regardless of its flow and meaning in Vietnamese language.

PHẦN 2.00 CẤP GIẤY PHÉP

2.01 THÔNG TIN KỸ THUẬT. BÊN CẤP PHÉP cấp cho BÊN ĐƯỢC CẤP PHÉP giấy phép độc quyền, không thể chuyển nhượng (không có quyền cấp phép bổ sung trừ khi được cho phép cụ thể tại trong thỏa thuận này) để BÊN ĐƯỢC CẤP PHÉP sử dụng Thông tin Kỹ thuật trong Lĩnh thổ liên quan đến việc sản xuất các Sản phẩm được cấp phép trong Lĩnh thổ. BÊN ĐƯỢC CẤP PHÉP cũng được độc quyền sử dụng và bán các sản phẩm được cấp phép sản xuất dưới đây trong lãnh thổ, căn cứ theo các giới hạn trong Thỏa thuận về Phân phối được ký kết giữa các bên vào ngày 1 tháng 6 năm 2018 và căn cứ theo các quyền mà BÊN CẤP PHÉP bảo lưu dưới đây. Khi xem xét các mục cho phép được đề cập dưới đây, miễn là các mục đó không trái với pháp luật sở tại, nhằm mục đích sử dụng trên cơ sở không tính phí bản quyền, BÊN ĐƯỢC CẤP PHÉP đồng ý chuyển cho BÊN CẤP PHÉP bất kỳ thông tin nào liên quan đến cải tiến của Sản phẩm được cấp phép được phát triển trong quá trình hoạt động của nó dưới đây, việc thông báo những cải tiến đó được thực hiện ngay lập tức khi nó phát hiện.

Figure 3. Translated version of Figure 2's content

It can be inferred from this small experiment that students' ability in English affects how fluent they are when studying Legal English, even in the case they have achieved high recognition in various English tests. This would impact strongly on their motivation and interest in mastering Legal English.

The *time for Legal English learning and practice* is another main issue to be addressed. Curricula in many universities which have business and economic majors consider Legal English as a small part in their English program. Students of Business English major at English Department, HCMC University of Education spend most of their time in studying many Business English subjects, in which Legal English is mentioned with a small proportion in some units of the textbook. In order to master it, what the students need is a systematic view of the structure, vocabulary and key points in translation. Meanwhile, students studying at DIBA HUFLIT only learn Legal English within fifteen (15) periods in the Subject of *Import-export and International Payment*, which is insufficient for building the basics of such language. Due to this limitation, the teaching and learning only focus on analysing sample contracts and documents (Chau, 2015).

On the other hand, *lack of academic materials* also raises an obstacle for teaching and learning Legal English. Despite the availability of sample items online, transferring knowledge require a systematic root, which is not mentioned commonly in current Business English textbooks used in university. This is also the reason why teachers have to spend much time preparing for lessons as they have to look for, read and analyse relevant documents in order to produce good lectures.

4. Suggestions for improving teaching and learning Legal English in business-related majors.

4.1. For students

4.1.1. Key points in learning

* In terms of **grammatical points** which are worth memorizing and practicing, I would suggest the following:

- Nguyen (2007) concluded that regarding the order and types of clauses, there are four (4) types of sentence structures to remember when learning Legal English in business and contractual context.

- (1) Main clause + Main clause (together with conjunctions such as *and, but, or, etc.*)

- (2) Main clause + Subordinating clause (or in reversed order)

- (3) Main clause + Subordinating clauses (more than two subordinating clause)

- (4) Subordinating clause A + Mail clause + Subordinating clause B

Among these, type 4 is the most complicated and most commonly used in Legal English. Take a term from a rice export contract as an example “*Should any dispute arise between the contracting parties to which no agreement can be reached, these disputes shall be settled by arbitration, which shall take place in Singapore as per arbitration rule number 125 of GAFTA.*” (Chau, 2016). As can be seen, the above sentence is composed from the combination of Adverbial clause of condition and an Adjective clause, which makes it complex for readers.

- It is also noted that the *Simple present tense* and the *Passive voice* are commonly used in Legal English, and sometimes accompanied by “*shall*” as modal verb, which means “*must*”. For example, a clause of Force Majeure terms says that “*If at the end of Force Majeure period, shipment is still prevented by any of the above causes, the Contract shall be void unless a further extension is mutually agreed*” (Chau, 2016). However, the use of passive voice and active voice should be appropriate so as to express the parties’ intention precisely; otherwise, it would lead the reader to unnecessary confusion when interpreting the terms (Nguyen, 2007).

* Regarding **vocabulary** to be used in the language of contract, besides *terminology* which is only available in specific contractual terms such as payment, delivery transportation or insurance terms, *archaic terms* (such as *hereto* or *aforementioned*, ect.) are also worth being paid attention due to their frequent appearance in such context. On the other hand, it is also noted that *strings of synonymous words* are commonly employed in legal documents, especially business contracts, as it helps both readers and compilers avoid misunderstanding or being insufficiently aware when trying to translate them into their own favoured languages. Some examples to be mentioned include *terms and conditions; loss, injury or damage; by and between; final and binding; use, misuse or abuse, etc.* (Zhang, 2014).

* **Translating** the text of Legal English requires more effort than that of other kinds not only because of complicated vocabulary and structure but also due to appropriate skills and patience of the translator. In order for a word, phrase, sentence or paragraph to be fully understood and translated, it is advisable that the translator needs to find out its definition, the context in which the meaning of such term is conveyed, and the source of relevant ordinances and case (Northcott, 2013).

4.1.2. *Passion for learning*

Generating passion for learning is of great importance for students as it helps with placing the strong motivation when starting and continuing studying. Unlike other kinds of English, Legal English seems boring and demotivating to learners due to its own complexity. Therefore, students have to think forward of how useful it would be if they master it well, or how much they can use their own Legal English vocabulary and structures in solving daily problems in their lives and work. Moreover, students can seek advice from teachers whenever they encounter difficulties and lose their motivation in approaching problems of Legal English.

4.2. *For teachers and educational organizations*

The first thing that the teachers or lecturers need to do is to *enhance their own understanding* of both Legal English in terms of linguistics and knowledge of current domestic and international legal system. This is not an easy task, especially for those who are not specialized in these fields. It requires a high sense of responsibility together with strong patience when preparing for every lesson. Moreover, a thorough awareness of business environment does help the teachers in conveying lessons of corporate issues for students.

Secondly, in order for the lecture to be well-prepared academically, I would strongly recommend the two books of the series Cambridge's Professional English: "Introduction to International Legal English" and "International Legal English" by Amy Krois-Lindner and other co-authors. Both focus to build language skills in legal contexts. The former includes

ten (10) units mentioning different aspects of each types of law such as contract law, criminal law, tort law, etc. (Krois-Lindner, Firth, & Translegal®, 2009) Meanwhile, the second is a more intensive one, which consists of fifteen (15) units giving a further and more comprehensive practice of skills in such contexts as employment law, contract remedies, intellectual property, etc. (Krois-Lindner & Translegal®, 2006). Moreover, accumulating online and up-to-date materials is considered as an obligatory work while preparing for Legal English lectures. Teachers who are in favour of business context application can find useful sample contracts and terms in WTO (World Trade Organization)'s or ICC (International Chamber of Commerce)'s website. Obviously, the students would find it appealing when being taught the lesson and given an opportunity to use what they have just learned to the real career or life. I would also recommend some types of exercises to be created to enhance student's practice, which includes questions on terminology, translation and contractual terms composing. On the other hand, both listening, reading and speaking comprehension are also applicable.

In addition, more time or credit should be allocated for the proportion of Legal English in corresponding subjects. Through this adjustment, the universities or educational organization has put the very first and serious step for this subject or topic to be addressed fully later.

5. Conclusion

It has been proved by the study that Legal English, in spite of its difficulty, has gained more attention from teachers, students and researchers so far thanks to its importance in both business and daily life. However, teaching and learning this kind of English include both strong and weak points, which are mostly due to the available materials and ability of both teachers and students. Finally, suggestions are given to the relevant parties, which include students, teachers and educational organizations. I would like to put a stress on connecting teaching knowledge and practicing in real circumstances as it is particularly influential in forming a good and thorough understanding of Legal English. Due to some limitations, namely little time for research, small scale in research methodology and some general guidelines, I still hope that this topic has drawn a picture with many colors. Further research into this topic may discuss more effective ways in developing each specific skill in legal context or focusing on other fields of Legal English, not just in business contracts as mentioned.

❖ **Conflict of Interest:** *Author have no conflict of interest to declare.*

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**GIẢNG DẠY VÀ HỌC TẬP TIẾNG ANH PHÁP LÍ
TRONG CÁC NGÀNH KINH DOANH: THUẬN LỢI VÀ KHÓ KHĂN**

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TÓM TẮT

Bài viết được thực hiện nhằm chỉ ra những thuận lợi và khó khăn trong việc giảng dạy và học tập tiếng Anh pháp lí tại các trường đại học có các môn học liên quan đến kinh tế và kinh doanh. Phương pháp nghiên cứu là phương pháp định tính, được thực hiện thông qua việc thu thập và phân tích dữ liệu thứ cấp, kết hợp với quan sát và thử nghiệm của tác giả trong quá trình giảng dạy. Kết quả cho thấy bên cạnh một số thuận lợi như trình độ tiếng Anh khá của người học, sự đa dạng của tài liệu về cả lí thuyết lẫn thực hành và mức độ cập nhật vào chương trình dạy học của các trường có ngành đào tạo liên quan, việc dạy và học tiếng Anh pháp lí còn nhiều tồn tại cần khắc phục như: thiếu tài liệu giảng dạy, việc chuẩn bị bài tốn nhiều thời gian cũng như sự thiếu đam mê từ người học.

Từ khóa: ESP, kinh doanh, kinh tế, hợp đồng, tiếng Anh pháp lí.