

**In the name of God**

# **CIBRE**

**Competent International Business Relations Expert**

**DR.R.Mohtaram**



**Mohtaram Novin Tejarat Academy**



## **Mohtaram Novin Tejarat Academy**

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# CIBRE

DR. R. Mohtaram

Competent International  
Business Relations Expert



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# Part 1

## International Business Correspondence

### Chapter 1: International Business Correspondence

#### Introduction and Importance of International Business Correspondence

This section explores the principles and techniques of writing international business letters, as well as the key considerations to keep in mind. In the past, people had to travel in person to the seller's country—even for small or less important purchases—to negotiate and reach an agreement before managing the next steps of an international transaction. Over time, with the facilitation of trade, the development of support tools, and advancements in communication technologies, it became no longer necessary to be physically present in the seller's country. Today, many international transactions are carried out successfully even without ever meeting or knowing the other party in person.

Although negotiations are still crucial—especially for large-scale contracts or complex goods—the importance of written business communication has significantly increased. As the term suggests, **international trade** inherently involves people from at least two different countries. These individuals are often thousands of kilometers apart, speak different native languages, and belong to different cultures. That's why proper and effective business correspondence plays a vital role in building understanding and trust.

To better understand the importance of communication, it's helpful to look at a basic communication model. Before that, we should acknowledge that all communication is aimed at sending a message and influencing the recipient. Communication is essentially the process of creating a mental image in the receiver's mind that matches what the sender intended. However, achieving precise communication can be difficult due to several complex steps involved: generating the idea, encoding it, transmitting through a suitable channel, receiving it, decoding, understanding, and responding.

At every stage, there may be barriers—sometimes referred to as “noise” or “filters”—that can distort or block the intended message.

Humans use different tools to send messages, known as media. In any communication process, there are two main elements: the sender and the receiver. The sender starts with a message or concept in mind and encodes it into a form that can be transmitted—usually through a medium like email or letter. The receiver must then decode the message before understanding and reacting to it. Decoding is a critical stage, as it determines how the message is perceived.

In international business correspondence—most of which is conducted in English—a good command of the language is essential. However, each industry also has its own specialized vocabulary. In addition, familiarity with international trade laws, which are shaped by organizations like the International Chamber of Commerce (ICC) and the World Trade Organization (WTO), as well as understanding business practices in both the origin and destination countries, are crucial for success.

In business writing, we must analyze our intended message and craft it using the correct words and structure so that the recipient perceives it exactly as we meant. Unlike face-to-face communication, where we use both verbal and non-verbal cues (such as gestures, tone, and facial expressions), written communication lacks these elements. Often, the recipient has very limited context about us, and we don't have much time or space to introduce ourselves.

Another key point in international business is that trust and credibility play a central role in shaping business relationships. For example, if we want to express trust in the other party du-



### Letter 5 Film 6: Request for Sample and Catalogue

Sub: request for sample

You are kindly requested to dispatch us a sample of your product range along with detailed and illustrated catalog and brochure of your products by DHL to the head office of this organization to the below address. This will empower us to have an exact evaluation of quality and market demand.

Our DHL account (member) No. for simplifying the process and transportation charges is 89247N12.

In order to avoid further costs and complication, you are also requested to indicate the following phrase on all postal parcels as a label.

“THIS IS A SAMPLE OF NO COMMERCIAL VALUE AND WILL NOT BE SOLD”

Your prompt assistance in this due would be valued.

### Letter 5 – Request for Samples and Catalogues

#### Explanation:

This letter requests samples and brochures for quality evaluation. It includes specific shipping and labeling instructions.

#### Key Points:

- Includes shipping account and preferred courier (DHL).
- Adds customs-safe labeling phrase to avoid import issues.
- Aims for practical product assessment before ordering.

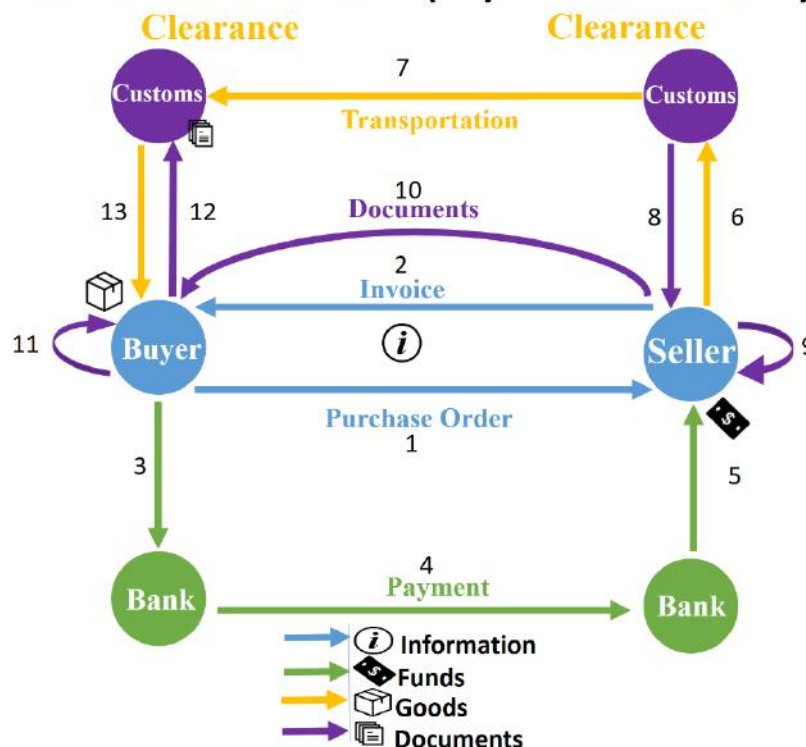
## Chapter 2

### What to Negotiate

#### Business Relations

When we start an international sale and or purchase, we are entering into a complicated business relation that encompasses **four flows** between the buyer and the seller. **Goods, funds, shipment documents and information** are the four items that are normally transferred between the parties in an international sales process. What is the priority for transferring the four elements? Or in which sequence should these four items be transferred? There is no single correct answer, and it depends on many factors such as payment conditions, I rule, transport mode, level of trust between the parties, norms of the industry, countries of the parties, and the nature of the product. For example, if you are using payment in advance, you may have the below process:

### International Purchase (Payment in Advance)



**Figure 1: International purchasing model (Payment in advance)**

Based on different assumptions and agreements between the parties of an international transaction, there might be hundreds of above models. For example, in case the delivery is on the basis of FOB, the process will not be the same as when it is on the base of CFR, Or the above procedure will dramatically change if the payment conditions are on the basis of the open account or documentary credit. All the above details and the sequence of the activities should be defined in the sales contract.

Negotiation requires real-time analysis and continually changes the sequence of obligations and duties based on the conditions that the parties agree on.

## What Is the Role of a Contract?

Why do we need contracts? A **contract or an agreement contains the regulations that govern the future relationship** of the parties. We write contracts to execute them. When we enter into a relationship, it is crucial to define its norms and rules. **What are the rights, duties, obligations, and responsibilities of each party?** What happens if a party does not fulfill its obligations or the parties encounter a dispute? How should they resolve disputes? The parties are expected to define all these issues and other aspects of the relationship in the contract to avoid future misunderstandings and conflicts. A comprehensive written agreement not only facilitates dispute settlement, but also helps the parties to avoid disputes. **Business relations have four aspects, including technical, financial, legal, and commercial.** All these aspects must be clarified in the contract, and each one needs its particular articles. See the below model, which shows four transfers in business relations, plus four aspects, and the related articles in the contract for each aspect.



### **Pre-Negotiation Phase**

There are two types of activities that should be done during this stage. I name the first class as “general activities.” These are some activities that all negotiation teams, regardless of their role, should carry out at this stage. The second type of activity depends on the role of each side in the negotiation. In other words, the activities of a host are different from the guest. I call this group, “Role related activities.” After addressing the general roles that are similar for both parties, I will explain the role-related activities of host and guest in the pre-meeting phase.

### **General Activities**

#### **Define the Mission and Goals**

Why do we start a negotiation? Before entering any serious business cooperation, we should define our primary and ultimate mission. What are we looking for? and what is the desired business relationship that we might build if everything goes well? Are we going to sell or purchase something? Are we going to lease or rent it? Are we going to gather information for a more important meeting? Are we going just to show that we are serious? The most important question: What is the mission of this negotiation. Once done with this step, we have to set our goals and objectives and plan different scenarios for the meeting.

#### **Finding a Partner to Negotiate With**

We have defined our mission. We need something or have recognized a need that we can satisfy, but who is the other party? Who can satisfy my need or who can use my product? Sourcing and/or prospecting is crucial. We have to find someone who needs our product or whose product can satisfy our needs. This duty is done by different teams, such as sourcing or marketing. Regardless of its techniques, this step is essential for starting a negotiation. I assume that we have found some serious partners who like to negotiate with us.

We should always try our best to be the party who writes the drafts. It makes no difference if it is an agenda, minutes of the meeting, or the contract's text. The writer usually pays attention to some specific details that the reader would not be able to. Furthermore, when you read something for revision, you probably pay attention to the things that are written, and you cannot analyze the things that are not written. If you write the drafts, not only can you decide what to write, but you can also select what not to.

If the duration of each negotiation session is more than three hours, it is suggested to consider a fifteen-minute break or refreshment. Long negotiation sessions make negotiators tired and decrease their productivity, and people may make more mistakes.

### **Host's Activities**

If you are the host of negotiations, you are expected to prepare different items such as accommodation, meeting rooms, and refreshments. It is suggested that the host asks the guest ideas for arranging these details.

### **Location**

The location of the meeting room is important. If you have different offices, select the most suitable place. An area with a beautiful neighborhood and less traffic is preferred. The first thing that helps us impress our partner is the location and building in which we are going to negotiate. The appearance of locale, building, frontage, lobby, elevators, or stairways are highly crucial for the first impression.

### **Meeting Room**

A good and suitable room is vital for the effectiveness of negotiations. The host is expected to prepare and equip this room to create a pleasant atmosphere for the meeting. The room's

size, light, temperature, ventilation, color, smell, design, decoration, furniture, audio-visual equipment, refreshments, and isolation are essential and should be suitable. The host should also consider the guest's preferences for deciding about the details.

The room size should match the number of people who are attending the meeting. A small room for too many negotiators or a large room for a small group of people is not recommended. The room size should enable people to enter or leave the place easily and without bothering other people.

The room should not be too cold or too hot. A temperature between 19 to 24 centigrade degrees is acceptable. The ventilation system should work properly, and the room should have enough fresh air for long hours of negotiation.

The light of the room should be enough, and too dark or too bright space is not good. The color of the walls and floor are also important and should be analyzed.

The room should not have malodor or local smells. Using natural flowers and deodorants are not suggested because some attendees might be allergic. A neutral space is the best option.

Design and decoration are important. I believe that simple designs are influential. It is not necessary to use luxurious and expensive items for decorating the room. Rectangular rooms are the most common shape for meeting rooms.

Furniture is a crucial part of each negotiation room. Standard, ergonomic, and comfortable chairs and tables are essential for a meeting room. Chairs should be suitable for long hours usage, and the mechanism and its back should work well. There should be enough chairs in the place, and two additional chairs might be useful. The color of chairs should be set with other elements of the room and even the company's logo and organizational color.

While the most popular table shape for international business negotiations is rectangular, a wide range of shapes such as circular, oval, and quadrangular might be used. Circular or oval tables are more useful for making a friendly and less formal atmosphere at the meeting. The width, height, and length of the table are also essential. The table's height should be based on

of negotiation right from the start. This is one example of why businesspeople are sometimes reluctant to bring lawyers into a deal and how lawyers have gained a reputation as being bad for business by “blowing up” otherwise high-potential collaborative deals.

### Which Articles Should Be Negotiated First?

In which order do the articles of a contract generally appear?

While (perhaps unsurprisingly) there’s no on-size-fits-all model for the order in which a contract’s articles should appear in the text, I generally expect a contract to follow a sequence similar to this one:

Suggested Sequence of Articles in a Contract			
Number	Description	Number	Description
1	Title of the Contract	12	Retention of Title
2	Parties	13	Contract Documents
3	Goods Sold	14	Force Majeure
4	Price	15	Cancelation/ Termination
5	Incoterms Rule	16	Consequences of Termination
6	Payment Conditions	17	Liability for Delay
7	Time of Delivery	18	Liability for Non-Conformity
8	Transportation Details	19	Applicable Law
9	Shipment Documents	20	Dispute Settlement
10	Inspection of the Goods	21	Miscellaneous
11	Languages and Notices	22	Signatories and Copies

**Table 1: Sales Contract Articles**



We usually start with the preamble, then continue with a section on the goods/services, and then continue to the miscellaneous articles. Most professional negotiators and lawyers prefer to write legal articles such as governing law and dispute settlement at the end of the contract.

The sequence of the articles generally has (relatively) little influence on the substantive terms of the contract, but when you draft your agreement in a familiar format it's easier to follow and generally comes off as more professional.

## **Specific Articles Within a Contract (and what they mean)**

### **Preamble**

In this section, we introduce the who, what, where, when, and why of the contract. It's the background of the contract and should tell us what the parties are attempting to accomplish. It seems simple, but if not done correctly can lead to inaccuracies and ambiguities that create avoidable conflicts later. An example of this could include naming a similar but incorrect entity in the contract. Another could be if a Limited Liability Company were to forget to add the letters LLC when identifying themselves (which could mean they lose their entire limited liability protection).

### **Title**

A contract's title is important because it can be used to interpret the original intention of the parties. So rather than naming the document something basic like "Contract" or "Agreement," it helps to be more specific. By using a title like "SALES AND PURCHASE CONTRACT" we are more clear about the nature of the contract.<sup>3</sup>

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3- There are more than 200 types of contracts in international business and each has its own name.

ally summarized in a test plan document. Scope of inspection usually refers to quality, quantity, packing, and loading metrics. The details of the scope of inspection should be referenced in the contract if applicable. As an example, an appropriate inspection may simply be a visual inspection, or it may require a more precise testing process based on some standardized testing methods.

### **Inspection or Testing Company**

Choosing the inspection company is usually up to the buyer. Typically, a buyer signs an inspection contract with the testing body and then introduces that inspection company to the seller.

This unfortunately can present an incentive for collusion between the buyer and their chosen inspection company. If the terms of payment are based on a documentary credit, for example, and the buyer later simply wants to renege on their contractual obligations for whatever reason, then the buyer and inspection company could choose to simply not issue a favorable inspection.<sup>16</sup> In such a situation, the seller would not be given the inspection certificate and would have a significant problem in fulfilling their requirements under the documentary credit.

To remedy this, if the terms of payment are based on a documentary credit, then the inspection company should either be liable to both parties (not just the buyer) for completing a proper inspection, or the seller should be entitled to select a new inspection company to do the procedure. This condition should be noted specifically within the documentary credit text.

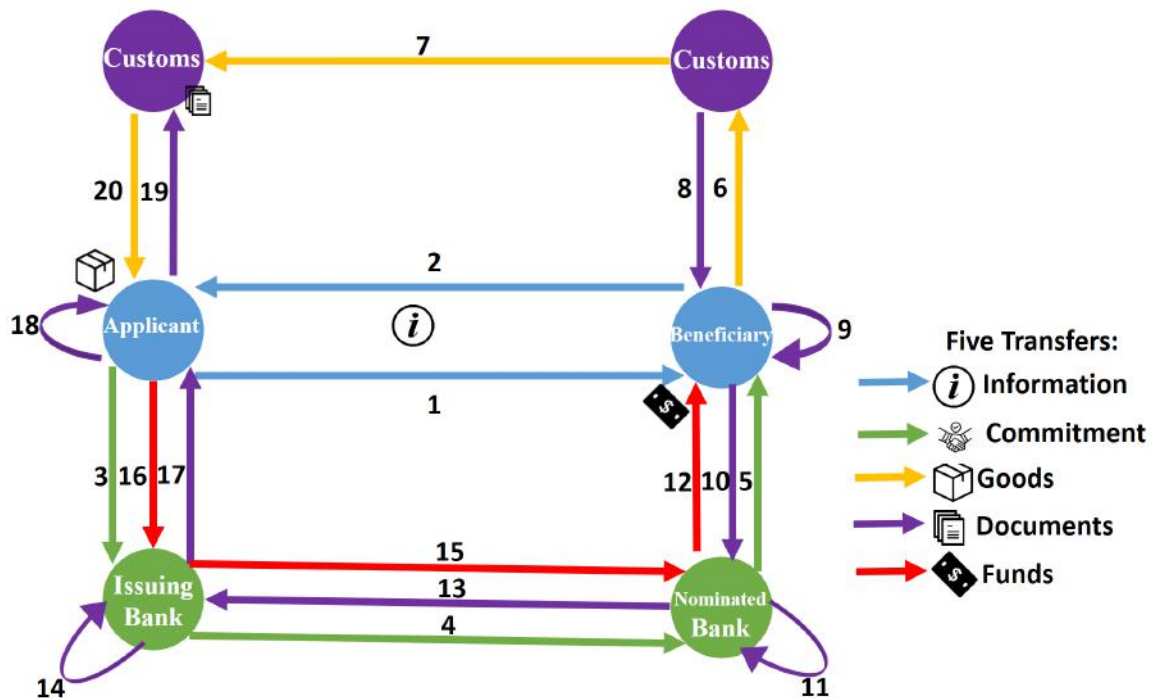
### **Inspection Documents Verification**

The parties define what documents are required to prove a shipment has passed inspection. Often, the seller receives the favorable inspection report from the third-party inspection body

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<sup>16</sup>- The buyer can indicate the name of inspection company in field 46a of MT700 of documentary credit.

ting the compliance documents before the expiration date, the issuing bank is obliged to pay the amount of the documents to the beneficiary. If the terms of payment are based on documentary credit, it is important to contractually define what the conforming conditions are for payment. A typical process for a documentary credit payment is the following:



**Figure 1: Process of a Documentary Credit**

#### *Steps of a Documentary Credit*

Based on the above process, the steps of a routine documentary credit are as follows:

1. Purchase Order or Request for Quotation
2. Proforma Invoice or Sales Confirmation
3. DC Application
4. MT700 Notification

## Part 3: International Business Contracts

en the main text of the contract and different attachments, which one shall prevail or what is the hierarchy of priority between contract documents.

### Conclusive Remarks

Hopefully, this discussion has provided additional context to some of the issues that one might run into while working with international parties and contracts.

Again, nothing in this discussion is meant to be specific legal or financial advice applicable to the reader's individual needs. For that, please reach out to the authors directly as we would love to discuss your projects in more detail.

International contracts are complicated. Let us help you.



Figure 2: Framework of International Sales Contract

# دوره نخبگان بازرگانی بین الملل کارشناسی ارشد صادرات و واردات CEIE



این دوره به طور ویژه برای علاقه مندان به تجارت بین الملل و صادرات و واردات، صاحبان کسب و کار که می خواهند بازار خارجی را فتح کنند، مدیران بازرگانی، صادرات و واردات، دانشجویان و فارغ التحصیلان رشته های مرتبط طراحی شده است. این دوره نخبگان بازرگانی بین الملل CEIE، بیش از یک کلاس آموزشی است؛ یک سرمایه گذاری استراتژیک در آینده شغلی شما که با تضمین کیفیت، منتورینگ اختصاصی و شبکه سازی سطح بالا، مسیر ورود به سودآورترین معاملات صادرات و واردات را برایتان هموار می کند.

سه دوره جامع در یک مسیر آموزشی فشرده و هدفمند:

۱- دوره جامع پرورش کارشناس خبره بازرگانی بین الملل (CFTE)

۲- دوره جامع پرورش کارشناس خبره بازاریابی بین الملل (CIME)

۳- دوره جامع پرورش کارشناس خبره ارتباطات تجاری بین الملل (CIBRE)

لازم به ذکر است که این دوره جامع بسیار ارزشمند شامل تمامی دوره های آکادمی محترم می باشد.



## ویژگی های مهم دوره:

- ۱۶۵ ساعت آموزش تخصصی با توضیحات جامع در زمینه های مختلف واردات و صادرات
- محتوای به روز و ۱۰۰٪ کاربردی - از پایه تا پیشرفته
- ۸ کارگاه زنده آنلاین برای حل کیس های واقعی بازرگانی
- محتوای به روز و جامع با دسترسی رایگان به آپدیت های دوره برای شرکت کنندگان کتاب چاپی و فایل های الکترونیکی شامل مستندات و فرم های واقعی تجاری
- امکان دریافت ۱۴ گواهینامه تخصصی بین المللی

گواهینامه ی کارشناس تایید شده صادرات و واردات

Certified Export Import Expert (CEIE)

مدت زمان: ۱۶۶ ساعت کلاس ضبط شده

معادل دوسال سابقه کار

نحوه ارائه درس: آنلاین در بستر اپلیکیشن

بعلاوه پرسش و پاسخ به همراه پشتیبانی



## دوره‌ی جامع پرورش کارشناس خبره بازرگانی بین‌الملل (CFTE)



این دوره جامع دقیقاً همان چیزی است که به آن نیاز دارید: یک مسیر کاملاً کاربردی برای تبدیل شدن به یک کارشناس حرفه‌ای بازرگانی خارجی، با آموزش‌هایی که از دل تجربه واقعی کسب و کار بیرون آمده‌اند. هر کسب و کار موفق در تجارت جهانی، یک ستون محکم دارد: تسلط بر بازرگانی و لجستیک بین‌الملل. و اگر این ستون نباشد؟ حتی بهترین محصول هم نمی‌تواند از مرز عبور کند، یا در بازار جهانی رقابت کند. دوره CFTE طراحی شده تا شما را به این ستون مجهز کند؛ از شناخت فرایندهای اصولی و قانونی واردات گرفته تا ثبت سفارش، بیمه، بازرسی، نقل و انتقالات ارزی، اینکوئترمز، حمل و نقل بین‌المللی و امور گمرکی و ترخیص کالا.

این دوره، همان پایه‌ای است که هر تاجر، مدیر یا کارشناس صادرات باید بر آن تکیه کند و هر شرکت تولیدی یا تجاری که به دنبال صادرات و واردات است باید به تیم بازرگانی خود آموزش دهد.



گواهینامه‌ی کارشناس تایید شده صادرات و واردات

Certified Export Import Expert (CEIE)

### ویژگی‌های مهم دوره:

- ۷۰ ساعت آموزش تخصصی آنلاین
- ۱۶ ساعت کارگاه آنلاین (۸ جلسه دو ساعته)
- تمرین روی کیس‌های واقعی و کالای منتخب شما
- محتوای کاربردی + دسترسی به فایل‌های تخصصی
- کتاب مرجع چاپی اختصاصی دوره
- گواهینامه‌ی تخصصی: امکان صدور گواهینامه به زبان انگلیسی در پایان دوره

مدت زمان: بیش از ۴۲۰ دقیقه  
محتوای ضبط شده

نحوه ارائه درس: آنلاین در بستر اپلیکیشن بعلاوه پرسش و پاسخ به همراه پشتیبانی آنلاین

## دوره جامع پرورش کارشناس خبره بازاریابی بین المللی (CIME)



در جهان پویای امروز، تنها راه موفقیت در عرصه بازاریابی بین المللی تسلط بر تکنیک ها و راهبردهای نوین بازاریابی و کسب دانش عمیق در زمینه های تجارت بین المللی است. دوره جامع پرورش کارشناس خبره بازاریابی بین المللی (CIME)، با ارائه ۳ دوره تخصصی و پوشش همه جانبه فرآیندهای بازاریابی بین المللی، به شرکت کنندگان این امکان را می دهد تا از مراحل اولیه تا تکنیک های پیشرفته بازاریابی و صادرات را به صورت تخصصی فراگیرند. در این دوره، شما علاوه بر یادگیری اصول و فرآیندهای بازاریابی بین المللی، با اطلاعات دقیق و به روز در زمینه های تحلیل بازار و فرایند صادرات آشنا خواهید شد. بدون دانش و استراتژی، قدم گذاشتن به بازارهای بین المللی مثل راه رفتن در تاریکی است.

CIME فقط یک دوره آموزشی نیست؛ ستون استراتژی شما در صادرات است. اگر شما: در مسیر توسعه صادرات هستید، تولیدکننده یا بازرگان هستید که می خواهید وارد بازار جهانی شوید، یا علاقه مند به تبدیل شدن به کارشناس حرفه ای بازاریابی صادرات هستید، CIME برای شما طراحی شده.



### ویژگی های مهم دوره:

- ۲۸ ساعت آموزش تخصصی: شامل ویدیوهای آموزشی مجزا و فایل های کاربردی
- محتوای به روز: آموزش های علمی و کاربردی که تمامی جوانب بازاریابی بین المللی را پوشش می دهند

- امکان صدور گواهینامه ی تخصصی (CIME) معتبر بین المللی به زبان انگلیسی

مدت زمان: بیش از ۱۶۸۰ دقیقه  
محتوای ضبط شده

نحوه ارائه درس: آفلاین در بستر اپلیکیشن بعلاوه پرسش و پاسخ به همراه پشتیبانی آنلاین

گواهینامه ی کارشناس خبره در بازاریابی بین المللی

Competent International Marketing Expert (CIME)

## دوره جامع پرورش کارشناس خبره ارتباطات تجاری بین الملل (CIBRE)



در جهان پویای امروز، تنها راه موفقیت در عرصه تجارت بین المللی تسلط بر تکنیک ها و راهبردهای نوین ارتباطات و کسب دانش عمیق در زمینه های مکاتبات، مذاکرات، و قراردادهای بین المللی است. دوره جامع پرورش کارشناس خبره ارتباطات تجاری بین الملل (CIBRE)، با ارائه ۴ دوره تخصصی و پوشش همه جانبه فرآیندهای ارتباطات بین المللی، به شرکت کنندگان این امکان را می دهد تا از اصول اولیه تا تکنیک های پیشرفته ارتباطات تجاری و صادرات و واردات را به صورت کامل فراگیرند. در این دوره، شما علاوه بر یادگیری زبان تخصصی بازرگانی بین المللی، با اطلاعات دقیق و به روز در زمینه های مکاتبات بازرگانی، مذاکره، و قراردادهای بازرگانی بین المللی آشنا خواهید شد.

ارتباطات، قلب تپنده تجارت جهانی است. در دنیای امروز، یک مکاتبه اشتباه می تواند میلیون ها تومان یا هزاران دلار ضرر بزند، و یک مذاکره ضعیف می تواند فرصت های طلایی را از بین ببرد.



### ویژگی های مهم دوره:

- ۵۰ ساعت آموزش تخصصی: شامل ویدیوهای آموزشی مجزا و فایل های کاربردی
- محتوای به روز: آموزش های علمی و کاربردی که تمامی جوانب بازاریابی بین المللی را پوشش می دهند
- امکان صدور گواهینامه ی تخصصی (CIBRE) معتبر بین المللی به زبان انگلیسی
- مدت زمان: بیش از ۳۰۰۰ دقیقه
- محتوای ضبط شده
- نحوه ارائه درس: آنلاین در بستر اپلیکیشن بعلاوه پرسش و پاسخ به همراه پشتیبانی آنلاین

کارشناس خبره ارتباطات تجاری بین الملل

Competent International Business Relations Expert (CIBRE)