

An Evaluation of Translating Legal Documents with a Special Reference to Commercial Texts at Basrah Federal Appeal Court⁽¹⁾

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Abstract

This study evaluates translating legal documents in general and commercial texts “contracts”⁽¹⁾ in particular before the re-correction (i.e., editing) process performed by sworn translators⁽³⁾ at Basrah Federal Appeal Court, with the aim of assessing the quality of the translated texts. Legal translators play a crucial role in ensuring the accuracy and reliability of translations in the legal field. By assessing the initial translations of commercial contracts done by sworn translators at Basrah Federal Appeal Court, the study aims to identify common issues and challenges faced by translators in this field. The findings will provide valuable insights into the effectiveness of the translation process and suggest ways to improve the quality of legal translations.

Keywords: legal language, commercial contracts, difficulties of translating commercial contracts.

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تقييم ترجمة الوثائق القانونية التجارية من محكمة الاستئناف في البصرة

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المستخلص

تناول هذه الدراسة تقييم الوثائق القانونية للعقود التجارية قبل عملية إعادة التصحيح (أي التحرير) التي يقوم بها المترجمون المعتمدون في محكمة الاستئناف الفيدرالية في البصرة، بهدف تقييم جودة النصوص المترجمة. يلعب المترجمون القانونيون دورًا حيويًا في ضمان دقة وموثوقية الترجمات في المجال القانوني. من خلال تقييم الترجمات الأولية للعقود التجارية التي قام بها المترجمون المعتمدون في محكمة الاستئناف الفيدرالية في البصرة، تهدف الدراسة إلى تحديد القضايا والتحديات الشائعة التي يواجهها المترجمون في هذا المجال. ستقدم النتائج رؤى حول فعالية عملية الترجمة وتقدم طرقًا لتحسين جودة الترجمات القانونية.

كلمات مفتاحية: اللغة القانونية ، العقود التجارية ، صعوبات ترجمة العقود التجارية .

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1.Introduction

Legal Language (henceforth LL) is not a language of everyday use by the general population. Its distinctive characteristics set it apart from everyday language, indicating that it is a specialized language used in legal rules and associated discourse. In terms of vocabulary, morphology, semantics, syntax, and other aspects, LL differs from regular natural language. It is a standardized language based on logical principles, aiming to preserve characteristics of common language, such as clarity, completeness, and intuitive execution, while ensuring validity and consistency. Legal, judicial, and legislative professionals utilize this language, as do formal interactions between a judge and a jury, a judge and an attorney, or a client and an attorney.

When discussing commercial documentation, the researcher refers to a broad category of business records that reflect the commercial activities of an organization or business. Contracts, packing lists, consignment notes, manufacturer's declarations, invoices, product specifications, and certifications of compliance are a few examples of these types of documents. There are two types of commercial documents: official and customary. Legal definitions state that a document is any written record that can be used as evidence of a contract or Agreement in court. The documents that lawyers create and use to represent their clients are known as legal documents. In addition to the counsel given to clients, these could contain statutory declarations, claims assertions, petitions, powers of attorney, leases, wills, contracts, and other court papers. Translating these documents is the primary responsibility of many legal translators.

Legal documents frequently adhere to precedents and regulations set forth by a particular jurisdiction. Due to their comparable wording, especially in English, contracts and documents are among the most commonly translated legal documents. An earlier drafting style is sometimes reflected in the use of outdated or antiquated terminology and expressions in these documents, particularly those written in English. "Aforementioned," "hereinafter," "hereinabove," "hereunder," "said," and "such" are frequently used terms, as are "restriction," "restraint," "prohibition," "intervention," "change," "modification," or "alteration,"

all of which are frequently found in commercial legal papers. The verbosity or wordiness of these recurring collocations has drawn criticism. Long, complicated phrases and the frequent use of passive constructions are two other linguistic characteristics of commercial legal documents.

These features make the translation of commercial legal documents particularly challenging and require a deep understanding of both legal terminology and language nuances.

2. Translating Legal Commercial Documents: Review of Literature

In his study entitled *Challenges that Novice Translators Encounter in Translating Contracts and Documents in Jordan*, Al Najjar (2010,p.77) investigates the difficulties faced by novice translators in Jordan when translating contracts and documents, along with the underlying causes of these challenges. He explains that legal translation, particularly in the case of contracts, is one of the most challenging types of translation due to the complex linguistic and legal elements involved. He points out that novice translators often struggle with understanding precise legal terminology, dealing with the legal structures unique to each language, and comprehending the legal context in which these terms are used. He also notes that translators face difficulties in conveying legal meanings accurately without altering the original intent of the LT, which requires a high level of expertise. Furthermore, he emphasizes that a lack of proper training and guidance contributes to the challenges faced by novice translators, affecting the quality of their translations.

Alrishan and Smadi (2019,p.109) examine *the translation challenges encountered by M.A. translation students at Yarmouk University in Jordan when translating UN legal documents into Arabic*. They identify several issues faced by the students, including difficulties with legal terminology, the intricacies of the legal system, and the challenge of maintaining the accuracy of the original legal meaning while adapting it to the target language (henceforth TL). The study highlights the importance of specialized legal knowledge for translators, as well as the necessity for training in both legal systems and translation strategies to improve the quality of legal translations.

Ali Holli (2016,p.92) conducts a study entitled *Legal Contract Translation Problems: Voices from Sudanese Translation Practitioners*.

In his study, he examines the challenges faced by Sudanese translation practitioners when translating legal contracts. He identifies common issues such as difficulties with legal terminology, maintaining the intended legal meaning, and the influence of cultural and legal system differences between the source and target languages. He emphasizes the need for translators to have a deep understanding of both the legal systems involved and the nuances of LL to ensure accuracy in legal contract translations. The study highlights that these challenges were compounded by the lack of specialized legal translation training in Sudan.

Alrishan (2019,p.102) examines *the translation problems faced by undergraduate students translating legal texts*. The study includes fifty students from both private and public universities and explored the difficulties they encountered when translating legal documents. He identifies several challenges, including problems with legal terminology, understanding the complexities of LL, and the inability to capture the exact legal meaning while translating. He also notes that they struggled with the cultural and legal system differences between the source and target languages, which hindered their ability to provide accurate translations. The study highlights the need for better training in legal translation and a deeper understanding of the specific legal systems involved.

Ghazi and Bnini (2019,p.134) examine *the methods used in translating legal documents, specifically focusing on a marriage contract translated from Arabic into English*. Their study analyzes the translation strategies employed and identified the challenges faced in rendering the legal terms accurately. They say that issues such as the lack of direct equivalents for certain terms and the need to adapt the cultural context presented significant difficulties. They also suggest that translators should have a deeper understanding of both the source and target legal systems to ensure the precision of the translation.

Rahim (2024,p.56) investigates the effectiveness of Google Translate for translating specialized legal terminology. He analyzes various types of legal documents and assessed the accuracy of the translations provided by the tool. He identifies several issues, including the misinterpretation of legal terms and the inability of Google Translate

to capture the nuances of LL. He concludes that while the tool could be useful for general translation, it was insufficient for translating specialized legal texts (henceforth LTs) without human intervention.

Kupriyanova et al. (2023,p.78), *Legal Regulation of the Reliability and Quality of Translations of Official Documents and Texts*, they aim to address the problems in the legal regulation of translation practices. They examine the challenges related to the reliability and quality of official document translations and proposed solutions for improving legal regulations to ensure accurate and trustworthy translations. They also highlight the importance of establishing standards for translators working with official texts to ensure consistency and precision in translations.

3. Legal Language

LL is a specialized form of communication used in the legal field to convey rules, rights, obligations, and processes clearly and precisely. It differs from everyday language due to its complexity, formality, and technical vocabulary. LL is employed in various legal documents such as contracts, statutes, court judgments, and treaties to ensure clarity and prevent ambiguity in the interpretation of the law. Mootz (1999, p. 4) emphasizes that "Legal Language is a highly specialized form of communication that aims to eliminate ambiguity and ensure the precision of legal statements." This definition underscores the importance of precision in legal discourse, which is essential for avoiding misinterpretation and ensuring the accurate application of legal principles.

LL is not only a tool for communication but also a means of exercising power and control within legal systems. Gibbons (1999, p.5) explains, "Legal discourse is not merely a tool of communication; it is also a means of exercising power and control." The complexity and formality of LL serve practical purposes but are also deeply intertwined with the social and political functions that law performs within society. This specialized language both reflects and reinforces power structures, and its use within the legal context necessitates an understanding of these underlying dynamics.

Heikki (2016) explains that the structure of LL is often more intricate than in everyday language because it aims to incorporate every

necessary detail and condition. While this structure enhances precision, it can create accessibility barriers for the general public. Furthermore, LL often employs the passive voice extensively. According to Bulatović(2013,p.97) and the Institute for Foreign Languages , "The passive voice is used extensively in legal texts (LTs) to avoid assigning blame or responsibility directly." This strategy helps maintain neutrality in legal documents, particularly when dealing with sensitive or contentious issues.

LL is instrumental in shaping societal norms and guiding behavior. Cao and Griffith University (2007,p.13) explain, "Legal Language is a means by which laws and regulations are made and communicated, providing clear guidelines for behavior" . LL's regulatory function is pivotal in establishing and maintaining the standards that govern social conduct. Moreover, Gibbons (2014,p.7) emphasizes that "Legal Language plays an instrumental role in ensuring that laws are applied to real-world situations, often determining the outcomes of legal disputes". This highlights how LL is central to the enforcement of rights and obligations within the legal system. In the courtroom, LL is not only informative but also strategic, used to persuade and sway opinions ("Comparative Legal Linguistics: Language of Law, Latin and Modern Lingua Francas," 2014, p. 49).

Further notes, "Legal Language is not only informative but also strategic, used to sway opinions and convince courts of the strength of a particular argument". This demonstrates how LL can be employed to influence decision-making processes, ensuring that parties present their arguments in the most compelling manner possible.

Despite its precision, LL is often fraught with ambiguity. Jeremy (2015,p.31) argues that "the challenge of ambiguity in LL lies in the different interpretations that may arise from seemingly straightforward terms". Legal clauses that appear simple can often lead to disputes due to varying interpretations. These ambiguities underscore the difficulties faced by legal professionals in drafting clear and unambiguous legal documents that leave little room for confusion or misinterpretation.

When LL crosses cultural and jurisdictional boundaries, translation becomes particularly challenging. Yasin et al. (2024,p.54) explain that "Legal translation is fraught with difficulties because of the inherent

differences between legal systems and the lack of direct equivalents for certain terms." These differences complicate legal translation, as translators must consider not only linguistic variations but also the legal systems and traditions in which specific terms are embedded. Similarly, Šarčević (1997,p.18) highlights that "The specialized vocabulary of LL can alienate laypeople and make legal processes seem inaccessible." This challenge is especially relevant in legal translation, where the need for accuracy must be balanced with the goal of making legal texts (LTs) accessible to a broader audience.

The global nature of LL further underscores its importance in bridging different legal systems. Zh (2017,p.12) asserts that "legal language operates across jurisdictions and cultures, serving as a bridge for communication between legal systems." In international treaties, business contracts, and diplomatic documents, LL must function as a tool to bridge differences in legal frameworks, ensuring that parties from various jurisdictions can communicate effectively and understand each other's legal obligations.

Nugroho (2020,p.9) defines LL as "any language of and related to law and legal process," which includes language used in legal documents, terminology related to laws, and language applied in various legal contexts. This definition, while broad, underscores the expansive nature of LL across various domains of legal activity. LL is also commonly referred to as a sublanguage, setting it apart from everyday language in terms of vocabulary, syntax, and semantics. Mootz ("Law as Language (Reviewing Peter M. Tiersma, *Legal Language* (1999))") emphasizes that LL has restricted subject matter and specialized grammatical norms, making it a subset of general language used specifically by legal practitioners.

Tiersma (1999,p.143) notes that legal documents often include terms with highly specific meanings, and this specialized vocabulary is intentionally used to convey precision.

Hassan and El-Farahaty certify that the complexity and formality of LL make it a language "for special purposes," as it is specifically tailored to meet the needs of legal professionals and institutions. Furthermore, LL is designed to serve a variety of functions: it is normative,

informational, prescriptive, and descriptive, depending on the context in which it is used(57).

In summary, LL is a highly specialized and complex form of communication that plays a critical role in the legal system. It ensures precision, clarity, and consistency in legal documents while shaping societal norms and regulating behavior. LL is not only a tool for communication but also a means of exercising power and influence, particularly in the courtroom and in international contexts. While its complexity can create barriers to accessibility, LL remains fundamental to the functioning of the legal system. As the law continues to evolve, so too will the language that governs it, adapting to new legal challenges and ensuring that justice remains clear and fair.

4. The Model of the Study

This study adopts Peter Newmark's Five-Part model as its foundational framework of evaluating the translation of legal contracts. Klabal (2012,p.7) notes that this model is based on understanding both the intention of the original author and the intention of the translator, which is especially pertinent for legal translations (LTs), where accuracy and the precise communication of meaning are paramount. Авраменко highlights that the translator's primary task is to convey the "meaning of the original text as closely as possible" while considering the context and the target audience. Thus, the focus of this study will be on assessing how well the translator preserves the original intent while adapting it for the target language (henceforth TL) and culture(45).

The study will proceed in two main phases: first, an analysis of the original LTs, followed by an evaluation of the corresponding English translations. The goal is to compare the source and target texts and identify any discrepancies, errors, or omissions in the translation. These errors will be classified and assessed to determine their impact on the legal integrity and communicative effectiveness of the translated document. The study will also focus on identifying how well the legal terminology and nuances of the original contract have been preserved in the translated version.

Furthermore, the study will evaluate the intentions of both the writer of the contract and the translator.

Finally, the study will explore the future of legal translation, particularly in the context of commercial contracts. By investigating whether these translation errors affect the legal accuracy and future development of legal translation practices, the study will provide insights into the ongoing challenges and opportunities within the field. It will also examine how such errors could influence the future approach to translating legal documents, especially in an increasingly globalized legal environment. The Model of Peter Newark consists of:

1. Text Analysis

The text analysis will begin with a detailed examination of each LT used in the Basrah Court, focusing on its type, the author's intent, and the errors found within the text. Legal documents can include various types of contracts, such as sales documents, leases, employment contracts, and more. Identifying the type of contract is crucial, as it determines the specific LL, terminology, and concepts used within the document. Understanding the purpose behind each contract, whether it is to establish an Agreement, resolve a dispute, or transfer rights, is essential for ensuring that the translation accurately conveys the intended meaning. The intent of the author plays a significant role in interpreting the text, as the legal writer aims to create a clear and binding document outlining the rights and obligations of the parties involved. If the translator fails to capture this intent correctly, the meaning may be misrepresented, potentially affecting the legal outcome. The analysis will also focus on identifying errors within the text, such as linguistic mistakes, incorrect use of legal terms, or omissions, all of which can distort the original meaning. Finally, the translation process itself will be closely examined to determine how accurately the translator in the Basrah Court has conveyed the content. Legal translation requires precision, as any error could result in significant legal consequences. By comparing the original text with its translation, we can identify any discrepancies and assess how they affect the overall understanding of the legal document, ensuring that the translation aligns with the author's intent and preserves the integrity of the law.

2. The Translator's Purpose

The translator's purpose plays a critical role in the translation process, especially when translating specialized texts such as legal

contracts. In the context of this study, the researcher will examine the translator's purpose to understand how it influences the choices made during the translation of legal documents. The translator must balance two primary purposes: conveying the original meaning of the source text (henceforth ST) and ensuring that the translation is functionally appropriate for the target audience (Newmark 1988).

In legal translation, the purpose is not simply to produce a word-for-word rendering of the ST but to ensure that the legal intent, concepts, and nuances are accurately conveyed in the TL. The translator must navigate the complexity of legal terminology, cultural differences, and the expectations of both legal practitioners and the general public. The translator's goal is to make the text legally valid and understandable in the TL while maintaining the precision and clarity necessary for legal documents.

Additionally, the researcher will consider the specific intentions of the translator. This includes analyzing whether the translator prioritized accuracy or readability, whether they adhered to legal conventions, and whether they took cultural and linguistic differences into account. By understanding the translator's purpose, the researcher can better assess whether the translation serves its intended function and whether any errors are due to misjudgments in translation strategy.

Thus, the translator's purpose, as defined by the goals of legal translation, directly influences the final product. In this study, the researcher will evaluate how well the translator's choices align with the objectives of preserving the legal integrity and clarity of the original text while adapting it appropriately for the target legal system and cultural context.

3. Comparing the Translation with the Original Text

Comparing the translation with the original text is an essential step in evaluating the quality and accuracy of a legal translation. In this process, the researcher will closely examine the translated legal contracts alongside their original versions to identify any discrepancies or errors in terminology, structure, and meaning. The researcher will focus on the accuracy of legal terminology, ensuring that terms in the translated text maintain their legal significance and match the intended meaning of the ST. Consistency in the use of legal terms is also crucial, as any variation

can lead to confusion and misinterpretation. Moreover, the grammatical structure and syntax of both texts will be compared to ensure clarity and proper flow in the translation, considering the inherent differences between languages. Cultural and contextual adaptation is another key area, as the researcher will assess how well the translator has managed to reflect legal practices or concepts that may not exist in the TL or legal system. Finally, the researcher will examine whether the translator has effectively preserved the original intent and meaning of the document, as even minor shifts in meaning can have significant consequences in LTs. This thorough comparison will help identify errors or issues that may affect the overall accuracy and functionality of the translation in legal contexts.

4. The Jury Evaluation of the Translation

The jury⁽⁴⁾ evaluation is an integral part of this study, providing expert on the quality and accuracy of the legal translations. A jury consisting of three professors from the Translation Department at the University of Basrah will evaluate the translated commercial legal contracts. These experts were selected based on their extensive experience in translation, particularly in the legal field, to ensure that the evaluation reflects a high level of expertise.

Each member of the jury will be tasked with reviewing both the original contracts and their respective translations. They will assess the accuracy of the translations in terms of legal meaning, linguistic accuracy, and the preservation of the original intent. The jury will specifically focus on identifying any errors that might have occurred during the translation process, such as grammatical mistakes, incorrect choices of words, semantic errors, or cultural misunderstandings that may affect the interpretation of legal content. Additionally, they will consider whether these errors could impact the overall legal meaning and validity of the translated documents.

5. The Questionnaire

To complete the expert evaluation and further investigate the impact of translation errors on understanding LTs, a questionnaire will be distributed to 40 students from the Translation Department at the University of Basrah. The questionnaire serves as a means to gather subjective opinions and assess how translation errors affect the

comprehension of legal content, particularly in terms of its accuracy and clarity.

The students, who are familiar with both the legal translation process and general translation principles, will be asked to review a set of original legal contracts alongside their translations. The questionnaire will focus on identifying whether the translation errors such as grammatical mistakes, incorrect word choices, semantic inaccuracies, or cultural misinterpretations affect their understanding of the legal content.

The first three parts represent (A) the analysis, while the remaining two parts (4), which represent the jury evaluation (B), (5) the questionnaire which represent (C) the future of translation.

5. Data Analysis

The analysis will involve a comprehensive review of all the texts translated by the translator in the Basrah Court. Each translated text will be examined closely to identify any errors made by the translator and assess their impact on the meaning of the original texts. The primary focus will be on the differences between the original and translated texts, as even small translation errors can significantly alter the intended meaning and affect the interpretation of the LT.

This analysis will explore various types of errors that may occur in the translation process, such as linguistic, syntactical, or conceptual errors. For instance, linguistic errors might involve incorrect word choices or sentence structures, which can lead to a misrepresentation of the original meaning. Similarly, there could be issues in the translation of legal terms, which are often complex and have specific meanings within a legal context. In addition to linguistic challenges, there might also be errors arising from differences in legal systems and cultural contexts, where certain concepts in one language or culture may not have direct equivalents in another.

The effect of these errors on the overall understanding of the LTs will be closely examined, with a particular focus on how they might influence decision-making by judges, lawyers, and other parties involved in the legal proceedings. A detailed comparison will be made between the original texts and their translations to pinpoint where meanings might have changed or been distorted due to translation mistakes. This

comparison will also highlight any discrepancies that could potentially affect the outcomes of legal decisions.

By thoroughly analyzing these translation issues, the aim is to improve the quality of legal translations within the court and ensure that legal documents are accurately conveyed and understood. This will contribute to enhancing the fairness, transparency, and effectiveness of the legal process in the Basrah Court, ensuring that justice is applied with precision and clarity.

Each extract has been evaluated and classified according to the following categories:

- a. strongly agree
- b. agree
- c. neutral
- d. disagree
- e. strongly disagree

Table-1-
Contract No.1

**Contract for the Supply of: Bulk Plant Cement Storage, Batch
Mixture Trailer, Cement Bulker & Field Cement Silo**

ST	TT	Types of Mistakes
1) <u>Governing Law</u> The Contract <u>shall be governed</u> ⁽²⁾ by and construed according to Iraqi Laws, Regulations and Instructions, and the Iraqi Courts <u>shall have</u> exclusive jurisdiction to hear and determine all actions and proceedings arising out of the Contract. This contract is subject to the law of collection governmental debts No. 56 of 1977 (Amended).	<u>القانون الحاكم</u> سيحكم العقد ويفسر بموجب القوانين والأنظمة والتعليمات العراقية وأن المحاكم العراقية سيكون لها الولاية القضائية الحصرية لسماع وتقرير كافة الإجراءات والمرافعات الناشئة عن العقد. هذا العقد يكون خاضعاً لقانون تحصيل الديون الحكومية رقم (٥٦) لسنة ١٩٧٧ (المعدل).	Tense mistake, shall is translated into سيكون, سيحكم Incorrect choice of word, governing law is translated into القانون الحاكم

Analysis:

A. The ST indicates that the writer's intention is to establish that the contract will be governed by Iraqi laws, regulations, and instructions, and that any legal matters or disputes related to the contract will fall under the exclusive jurisdiction of Iraqi courts. It also emphasizes that the contract is subject to the provisions of Law No. 56 of 1977 (amended), which pertains to the collection of government debts. The TT states that the translator has committed several mistakes in the legal translation. In this context, it is preferable to translate "القانون الحاكم" as "القانون الواجب التطبيق" because the first term may be less precise in defining the legal system that should be applied. Additionally, "shall" expresses obligation or compulsion in legal contexts and is often translated as "يكون". Therefore, "سيحكم العقد" may not be the most accurate translation. Instead, more precise terms should be used. The comparison between the ST and TT reveals some differences that affect the full alignment between the two texts. Firstly, in translating "Governing Law" to "القانون الحاكم", there is an incorrect choice of word. The more appropriate term in this context is "القانون الواجب التطبيق", as it clearly specifies the law that should apply to the contract. Secondly, in translating "shall be governed" to "سيحكم العقد", there is a tense mistake. The phrase "shall be governed" expresses an obligation or mandatory rule that the contract must be governed and interpreted according to certain laws. Therefore, the more accurate translation would be "يخضع" or "يُفسر العقد", not "سيحكم العقد". The correct translation according to the sworn translator is:

القانون الواجب التطبيق

يخضع العقد ويُفسر وفقًا للقوانين والأنظمة والتعليمات العراقية، وتكون للمحاكم العراقية الولاية القضائية الحصرية للنظر في كافة الإجراءات والمرافعات التي تنشأ عن العقد. كما يخضع هذا العقد لأحكام قانون تحصيل الديون الحكومية رقم ٥٦ لسنة ١٩٧٧ (المعدل).

B. The jury evaluation results:

No. of Tense mistakes

a=2 b= 1 c= 0 d= 0 e=0

No. of Incorrect choice of word

a=2 b= 1 c= 0 d=0 e=0

C. The questionnaire results:

No. of Tense mistakes

a= 6 b=11 c=13 d=9 e=1

No. of Incorrect choice of word

a= 2 b=13 c=9 d=10 e=6

ST	TT	Types of Mistakes
2)The <u>penalty</u> guarantees that the <u>materials supplied</u> under the Contract conform in every respect to the Contract requirements and <u>shall correspond</u> to the highest technical levels and international standards and warrants the <u>materials supplied</u> under the Contract from faulty design, material and workmanship during the guarantee period. The guarantee period shall be (12) months from the date of delivery completion to CIP IDC warehouses in Basra/Burjesia and receipt thereof Burjesia OR on delivery completion to CIF Um Qasser Port in case <u>Safwan</u> border remain closed	يضمن <u>المجهز</u> أن <u>المواد المجهزة</u> بموجب <u>العقد</u> ستكون من ناحية مع متطلبات العقد وسوف تطابق أعلى المستويات الفنية والمعايير الدولية ويضمن <u>المواد المجهزة</u> بموجب العقد أن تكون خالية من عيوب التصميم والتصنيع خلال فترة الضمان. فترة الضمان ستكون (١٢) شهراً من تاريخ وصول المواد واستلامها أصولياً في مخازن شركة الحفر في البرجسية أو ميناء في حال أم قصر استمرار غلق منفذ <u>صفوان</u> .	Tense mistake, shall is translated into, وستكون, سوف
		Incorrect choice word, penalty is translated into, material supplied is translated into المواد المجهزة
		Lack of knowledge, safwan is translated into صفوان

Analysis:

A. The ST indicates that the writer's intention is to establish the terms of a penalty guarantee for the materials supplied under the contract. It specifies that the materials must fully comply with the contract requirements, meet the highest technical standards, and adhere to international standards. Additionally, the guarantee ensures that the materials are free from any faulty design, materials, or workmanship during the guarantee period. The TT states that the translator has

committed several mistakes in the legal translation. In this context, the translation of "ستكون" is incorrect because "shall" in a legal context expresses obligation or necessity. The more accurate translation would be to use "يضمن" instead of "ستكون" or "سوف." As for the term "المجهز", it may not be precise in this context and should be replaced with "المورد." Also, the term "المواد المجهزة" is incorrect, and the better translation would be "المواد الموردة." Additionally, the original text used "صفوان", but the correct geographical name is "سفوان" (which refers to the known border crossing in Iraq). "صفوان" should be replaced with "سفوان" to correct the geographical naming. The comparison between the ST and TT reveals some differences that affect the full alignment between the two texts. The error in translating "ستكون" is a tense mistake, as "shall" in a legal context expresses obligation or necessity, whereas "ستكون" does not accurately convey this meaning. As for "صفوان", the error is due to a lack of knowledge since the incorrect term for the well-known border crossing was used; the correct term should have been "سفوان." As for "المجهز" and "المواد المجهزة", they are an incorrect choice of words because the terms used do not convey the correct meaning, and they should be replaced with "المورد" and "المواد الموردة" for accuracy. The correct translation according to the sworn translator is: يضمن المورد أن المواد الموردة بموجب العقد تكون متوافقة مع متطلبات العقد وتطابق أعلى المستويات الفنية والمعايير الدولية، كما يضمن أن المواد الموردة خالية من عيوب التصميم والتصنيع خلال فترة الضمان. تكون فترة الضمان (١٢) شهراً من تاريخ وصول المواد واستلامها أصولياً في مخازن شركة الحفر في البرجسية أو في ميناء أم قصر في حال استمرار غلق منفذ سفوان الحدودي.

B. The jury evaluation results:

No. of Tense mistakes

a=0 b= 3 c= 0 d= 0 e=0

1)No. of Incorrect choice of word

a= 2 b= 1 c= 0 d=0 e=0

2)No. of Incorrect choice of word

a= 1 b= 2 c= 0 d=0 e=0

C. The questionnaire results:

No. of Tense mistakes

a= 6 b=13 c=10 d=9 e=2

1)No. of Incorrect choice of word

a= 10 b=11 c=4 d=12 e=3

2)No. of Incorrect choice of word

a= 6 b=8 c=4 d=10 e=12

ST	TT	Types of Mistakes
<p>3)Contract Price</p> <p>The Contract Price is \$8,464,200 (eight million, four hundred sixty-four thousand, two hundred USD) delivered as follows:</p> <p>- 20 NOS to <u>CIF</u> Um Qasr Port and 76 NOS to CIP IDC warehouses in Basra/Burjesia via Safwan Border free of charge.</p> <p>- In case <u>Safwan</u> border remains closed, an amount of \$475,000 (four hundred seventy-five thousand USD) <u>will be added</u>, making the contract value \$8,939,200 (eight million, nine hundred thirty-nine thousand, two hundred USD) delivered to <u>CIF</u> Um Qasr Port.</p>	<p>مبلغ العقد</p> <p>مبلغ العقد هو \$٨,٤٦٤,٢٠٠ (ثمانية ملايين وأربعمائة وأربعة وستون ألف ومائتا دولار أمريكي) ميناء أم قصر <u>CIF</u> واصل إلى: مخازن CIP (عدد: ٢٠ فقرة) و شركة الحفر في البصرة/ البرجسية عبر منفذ صفوان (عدد: ٧٦ فقرة) دون كلفة إضافية. وفي حال استمرار غلق منفذ <u>صفوان</u>، سيضاف مبلغ قدره \$٤٧٥,٠٠٠ (أربعمائة وخمسة وسبعون ألف دولار أمريكي) بحيث يصبح مبلغ العقد \$٨,٩٣٩,٢٠٠ (ثمانية ملايين وتسعمائة وتسعة وثلاثون ألف ومائتا دولار أمريكي) واصل ميناء أم قصر <u>لكامل مواد CIF</u> <u>العقد</u>.</p>	Lack of Knowledge, CIF, CIP is still in the translated text
		Incorrect choice of word, safwan is translated into صفوان
		Addition, the phrase <u>لكامل</u> is added to the translated text
		Tense mistake, will be added is translated into سيضاف

Analysis:

A. The ST indicates that the writer's intention is to clarify the details related to the contract price and how it will be delivered and paid. The text provides a clear explanation of the amounts due and how they are determined based on the delivery location, along with a special condition regarding the closure of the Safwan border. The TT states that the translator commits several mistakes in the legal translation. In this context, the translation contains some errors that affect the accuracy of

the meaning. First, the word "صفوان" is used incorrectly. If the reference is to the well-known border crossing, the more accurate term would be "سفوان" instead of "صفوان." Second, the word "سيضاف" is used to indicate the addition of the amount in the case of the border closure. However, the original phrase expresses an obligation in the LT, as "will be added" means the amount will be added obligatorily. Therefore, it would be more precise to use "يتم إضافة" instead of "سيضاف." Third, regarding the shipping terms "CIF" and "CIP," the translation uses "ميناء أم قصر" and "مخازن شركة الحفر CIP" without sufficient clarification. It is better to say "تسليم إلى مخازن شركة الحفر في البصرة" and "تسليم إلى ميناء أم قصر" to ensure clarity of the terms in Arabic. The comparison between the ST and TT reveals some differences that affect the translation's accuracy. First, the use of "صفوان" is a result of "lack of knowledge" since it should refer to the well-known border crossing, and the correct term is "سفوان." Second, the word "سيضاف" is an example of a "tense mistake" because in the original text, "will be added" implies an obligation, which is not conveyed properly by "سيضاف." It would be more accurate to use "يتم إضافة" Third, the terms "CIP" and "CIF" are an "incorrect choice of words." Instead of simply stating "ميناء أم قصر" and "مخازن شركة الحفر CIP," the terms should be clarified to indicate the proper shipping arrangements, such as "تسليم إلى ميناء أم قصر" and "تسليم إلى مخازن شركة الحفر" "في البصرة." Additionally, the phrase "لكامل مواد العقد" is added to the translated text, which is an error of addition because this phrase does not appear in the original text. The correct translation according to the sworn translator is:

مبلغ العقد هو ٨,٤٦٤,٢٠٠ دولار أمريكي (ثمانية ملايين وأربعمائة وأربعة وستون ألف ومائتا دولار أمريكي)، يتم تسليمه كما يلي: ٢٠ وحدة إلى ميناء أم قصر، و٧٦ وحدة إلى مخازن شركة الحفر في البصرة/ البرجسية عبر منفذ سفوان دون أي تكلفة إضافية. في حال استمرار غلق منفذ سفوان، يتم إضافة مبلغ قدره ٤٧٥,٠٠٠ دولار أمريكي (أربعمائة وخمسة وسبعون ألف دولار أمريكي)، ليصبح إجمالي مبلغ العقد ٨,٩٣٩,٢٠٠ دولار أمريكي (ثمانية ملايين وتسعمائة وتسعة وثلاثون ألف ومائتا دولار أمريكي)، ويتم تسليمه إلى ميناء أم قصر.

B. The jury evaluation results:

1) No. of Lack of knowledge

a= 1 b= 2 c= 0 d=0 e=0

2) No. of Incorrect choice of word

a= 2 b=1 c=0 d= 0 e=0

3)No. of Addition

a=1 b= 2 c= 0 d=0 e=0

4)No. of Tense mistake

a=0 b=3 c= 0 d= 0 e=0

C. The questionnaire results:

1)No. of Lack of knowledge

a= 8 b=11 c=16 d=2 e=3

2)No. of Incorrect choice of word

a= 6 b=10 c=5 d=8 e=11

3)No. of Addition

a= 2 b=6 c=15 d=9 e=8

4)No. of Tense mistake

a= 0 b=15 c=9 d=9 e=7

ST	TT	Types of Mistakes
4) <u>The supplier guarantees</u> that the materials supplied under the Contract <u>shall be</u> brand-new, unused, and shall conform in every respect to the Contract requirements. <u>IDC shall be entitled</u> to order the removal from the site of any materials that are not in accordance with the Contract and the substitution by the <u>supplier</u> of proper and suitable materials. If <u>the supplier</u> fails to carry out such orders, <u>IDC shall be entitled</u> to carry out the same at the cost of the	المجهز يضمن ان المواد المجهزة بموجب العقد ستكون جديدة تماماً وغير مستعملة وستكون مطابقة من كل ناحية مع متطلبات العقد. سيحق أن يأمر (IDC) لصاحب العمل برفع اية مواد لم تُجهز حسب ما منصوص عليه في العقد من الموقع والتعويض من قبل المجهز بمواد صحيحة ومناسبة، وفي حال لم سيحق لها IDC يتمكن من ذلك فإن تنفيذ ذلك على نفقة المجهز واسترداد كافة المصاريف المترتبة من أية مبالغ مستحقة إلى المجهز أو المطالبة بالمصاريف المذكورة تكون مستحقة من المجهز.	Tense mistake, shall be is translated into ستكون, سيحق,
		Lack of knowledge, IDC is still in the translated text and translated into صاحب العمل
		Grammatical mistakes (word order), The supplier guarantees is translated into المجهز يضمن

supplier and to recover all expenses consequent thereon from any monies due to the supplier or to claim the said expenses as debt due from the <u>supplier</u> .		
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Analysis:

A. The ST indicates that the writer's intention is to establish clear guarantees and procedures regarding the compliance of the supplied materials with the contract requirements. The supplier must provide brand-new and unused materials that fully conform to the specifications. If any materials do not meet these requirements, IDC has the right to order their removal from the site and require the supplier to replace them with appropriate materials. The TT states that the translator has committed several mistakes in the legal translation. In this context, the translation contains several errors that affect the accuracy of the meaning. First, the word "المجهز" is used instead of "المورد," where "المورد" is the correct term in this contractual context, referring to the person or entity that supplies materials or goods. Second, "تجهز المواد" is used inaccurately, and the correct term should be "المواد الموردة," as this refers to the materials that are supplied according to the contract. Third, "سيحق" is used inaccurately, and the correct term is "يحق" without the need for "سي" in this context. Fourth, "سيكون" is used incorrectly, and "تكون" should be used, as the context refers to a current or fixed state. Finally, the abbreviation "IDC" is not clarified, and it would have been better to fully explain the abbreviation, such as "Iraqi Drilling Company," if the context requires such clarification. The comparison between the ST and TT reveals some differences that affect the full alignment between the two texts. The translation contains several errors that affect the accuracy of the meaning as follows: "المجهز" is an incorrect choice of word because the correct term in this context is "المورد"

(supplier) instead of "المجهز" (provider). "تجهز المواد" is an incorrect phrase as the correct term is "المواد الموردة" (supplied materials) instead of "تجهز المواد" (materials prepared). "يحق" is a tense mistake error as "سي" (will) should be used directly without adding "سي" (will). "سيكون/ستكون" is a tense mistake error because the context requires using "تكون" (will be) instead of "سيكون/ستكون" (will be), as the verb refers to a fixed or current state. "IDC" is a lack of knowledge error as the abbreviation should be fully clarified, such as "Iraqi Drilling Company," if the context requires it. The correct translation according to the sworn translator is:

يضمن المورد أن المواد الموردة بموجب العقد تكون جديدة تمامًا وغير مستعملة، وتكون مطابقة من جميع النواحي مع متطلبات العقد. يحق لشركة الحفر العراقية أن تأمر بإزالة أي مواد لا تتفق مع العقد من الموقع، واستبدالها من قبل المورد بمواد مناسبة. في حال أخفق المورد في تنفيذ هذه الأوامر، يحق لشركة الحفر العراقية أن تقوم بذلك على نفقة المورد، وأن تسترد جميع المصاريف الناتجة من أي مبالغ مستحقة للمورد أو أن تطالب بالمصاريف كدين مستحق على المورد.

B. The jury evaluation results:

1) No. of Tense mistake

a=2 b=1 c=0 d=0 e=0

2) No. of Lack of knowledge

a=1 b=2 c=0 d=0 e=0

3) No. of Grammatical mistakes (word order)

a=3 b=0 c=0 d=0 e=0

C. The questionnaire results:

1) No. of Tense mistake

a=8 b=9 c=9 d=11 e=3

2) No. of Lack of knowledge

a=5 b=10 c=10 d=2 e=13

3) No. of Grammatical mistakes (word order)

a=6 b=14 c=10 d=8 e=2

The Result:

The analysis reveals several issues with the translation, particularly in terms of tense usage and word choice. Key problems include incorrect translations of legal terminology, such as "القانون الحاكم" (which should be "القانون الواجب التطبيق") and "shall be governed" (which should be "يخضع"). The use of "ستكون" instead of "يضمن" introduces a tense mistake,

while "المجهز" should be replaced with "المورد" for accuracy. There is also a mistake in the geographical name "صفوان," which should be "سفوان." Other errors include the improper use of "سيضاف" (should be "يتم إضافة") and unclear shipping terms. Additionally, the phrase "لكامل مواد العقد" was added incorrectly, and the abbreviation "IDC" needs clarification. The jury evaluation and the questionnaire responses support these findings, with strong agreement on the need for improvements in tense usage and word choice. Most respondents recognize the errors and agree that revisions are necessary to enhance the translation's accuracy, particularly in legal and geographical terms. The translation requires significant revisions to better reflect the original legal meaning and terminology.

Table -2-

Contract No.2

**Consultancy Agreement between China Energy Engineering Group
International Co., Ltd and BeltWay Group Limited**

ST	TT	Types of Mistakes
1) <u>This Consultancy Agreement (the "Agreement") is made and entered into on December 7, 2018 by and between</u>	أبرم عقد الاستشارات هذا ("العقد") ودخل حيز التنفيذ اعتباراً من ٧ ديسمبر ٢٠١٨، بين وبواسطة كل من:	Deletion, consultancy Agreement is translated into عقد الاستشارات
		Incorrect choice of word, by and between is translated into بين وبواسطة
		Cultural errors, December is translated into كانون الأول

Analysis:

A. The ST indicates that the writer's intention is to establish the formal details of the agreement. The sentence introduces a Consultancy Agreement made on December 7, 2018, between the parties involved, setting the stage for outlining the terms and conditions of the agreement. The TT states that the translator has committed several mistakes in the legal translation. In this context, the translation of "by and between" should be "بين كل من" and not "بين وبواسطة." The use of "بواسطة" is an error in legal translation as it does not convey the correct meaning of the phrase in legal contexts. As for the translation of "December," "ديسمبر" is the standard translation in Arabic, but in certain legal and cultural

contexts, it is preferable to use "كانون الأول," as it addresses the cultural error and takes the local context into account. Regarding the translation of "is made and entered," the correct translation here should be "تم إبرام" not "أبرم ودخل حيز التنفيذ," because the second translation mixes two different meanings: the first is "تم الإبرام" (the initial legal procedures), and the second is "أصبح ساريًا" (the final result after the contract is signed). As for the translation of "this Consultancy Agreement," the correct translation of "this Consultancy Agreement" is "عقد تقديم الاستشارات," not "عقد الاستشارات." The comparison between the ST and TT reveals some differences that affect the full alignment between the two texts. The translation of "by and between" should be "بين كل من" and not "بين وبواسطة," as the use of "بواسطة" is an incorrect choice of word in legal contexts. Regarding the translation of "December," "ديسمبر" is the standard translation in Arabic, but in certain legal and cultural contexts, it is preferable to use "كانون الأول" to avoid cultural inaccuracies and to account for the local context. For the translation of "is made and entered," the correct translation is "تم إبرام هذا العقد وأصبح ساريًا," not "أبرم," because the second translation confuses two different meanings: the first is "تم الإبرام" (the initial legal procedures) and the second is "أصبح ساريًا" (the final result after the contract is signed). As for the translation of "this consultancy Agreement," the correct translation of "this Consultancy Agreement" is "عقد تقديم الاستشارات" and not "عقد الاستشارات." The correct translation according to the sworn translator is:

تم إبرام عقد تقديم الاستشارات هذا (العقد) وأصبح ساريًا من تاريخ ال ٧ كانون الأول, ٢٠١٨ بين كل من:

B. The jury evaluation results:

1) No. of Deletion

a= 1 b=1 c= 1 d=0 e=0

2) No. of Incorrect choice of word

a=2 b=1 c=0 d=0 e=0

3) No. of Cultural errors

a=1 b=1 c= 1 d= 0 e=0

C. The questionnaire results:

1) No. of Deletion

a= 5 b=10 c=13 d=4 e=8

2) No. of Incorrect choice of word

a= 16 b=6 c=5 d=11 e=2

3)No. of Cultural errors

a= 8 b=4 c=8 d=14 e=6

ST	TT	Type of Mistakes
2)Relevant to issues during operation and implementation process of the potential projects, Belt Way is responsible for coordination of handling the relationship between the Consortium and Iraq governmental authorities and local partners	فيما يتعلق الموضوعات المتعلقة بالتشغيل وعملية التنفيذ للمشاريع المحتملة تكون بيلت واي مسؤوله عن تنسيق التعامل والعلاقة بين الاتحاد والجهات الحكومية العراقية والشركاء المحليين	Redundancy, relevant to issues is translated into فيما يتعلق الموضوعات المتعلقة
		Deletion, belt way is translated into بيلت واي شركة without

Analysis:

A. The ST indicates that the writer's intention is to clarify the responsibilities of Belt Way in the context of the operation and implementation of potential projects. The author specifies that Belt Way is tasked with coordinating and managing the relationship between the Consortium and the Iraqi governmental authorities, as well as local partners. This suggests that Belt Way plays a central role in facilitating communication, ensuring smooth operations, and resolving any issues that may arise during the project execution phase. The TT states that the translator has committed several mistakes in the legal translation. In this context, there is repetition of the same words, leading to redundancy in meaning. "Relevant to issues" translates to "فيما يتعلق الموضوعات المتعلقة", which is incorrect in legal translation. The correct translation is "بالنسبة للقضايا المتعلقة". Additionally, the word "شركة" is omitted, as the translator only mentions "بيلت واي" without including the word "شركة". The comparison between the ST and TT reveals that there is no corresponding alignment between the two texts. The correct translation according to the sworn translator is:

بالنسبة للقضايا المتعلقة بعملية التشغيل والتنفيذ للمشاريع المحتملة، فإن شركة بيلت واي تكون مسؤولة عن تنسيق التعامل والعلاقة بين الاتحاد والجهات الحكومية العراقية والشركاء المحليين

B. The jury evaluation results:

1)No. of Redundancy

a=2 b= 1 c=0 d=0 e=0

2)No. of Deletion

a= 1 b=2 c= 0 d=0 e= 0

C. The questionnaire results:

1)No. of Redundancy

a=11 b=14 c=6 d=7 e=2

2)No. of Deletion

a= 9 b=14 c=6 d=9 e=2

ST	TT	Types of Mistakes
3)The rest five percent (5%) of remuneration shall be paid to the Party B twenty_two (22) working days from the date of release of Party A's quality <u>warranty</u> <u>guarantee</u> .	تسدد نسبه الخمسه بالمائة المتبقية (٥٪) من مستحقات الطرف "الثاني" في غضون اثنين وعشرين (٢٢) يوم عمل من تاريخ إصدار <u>ضمان</u> <u>ضمان</u> الجوده الخاص بالطرف "الاول".	Redundancy or unnecessary repetition warranty guarantee is translated into ضمان ضمان

Analysis:

A. The ST indicates that the writer's intention is to specify the terms of payment for the remaining portion (5%) of the remuneration. This portion will be paid to Party B within 22 working days from the date when Party A's quality warranty guarantee is released. The TT states that the translator has committed several mistakes in the legal translation. The error in the translation "ضمان ضمان" is the unnecessary repetition of the word. In the original English sentence, "quality warranty guarantee" refers to a quality warranty, and the repetition of the word "guarantee" in Arabic is redundant. The correct translation should simply use "ضمان الجودة" (quality warranty) without repeating "ضمان." The comparison between the ST and TT reveals some differences that affect the full

alignment between the two texts. The type of error in the translation is redundancy or unnecessary repetition of the word. In the Arabic translation, the word "ضمان" appears twice unnecessarily. The term "quality warranty guarantee" in English refers to a quality warranty, so repeating the word "guarantee" in Arabic is redundant. The correct translation should simply use "ضمان الجودة" (quality warranty) without repeating "ضمان." The correct translation according to the sworn translator is:

تسدد نسبة الخمسة بالمائة المتبقية (٥٪) من مستحقات الطرف الثاني في غضون اثنين وعشرين (٢٢) يوم عمل من تاريخ إصدار ضمان الجودة الخاص بالطرف الأول

B. The jury evaluation results:

1) No. of Redundancy

a=1 b=1 c=1 d=0 e=0

C. The questionnaire results:

1) No. of Redundancy

a=13 b=15 c=4 d=5 e=3

ST	TT	Types of Mistakes
4) If the EPC Contract(s) mentioned in this agreement is successfully <u>awarded</u> to Party A in connection with the Project, as the fair and proper consideration to the services rendered by the Party B under this agreement, Party A has bd that Party B reserves the right to get consultancy service fee (the "consultancy service fee").	إذا تم ترسية عقد (عقود) عقود الهندسة والمشتريات والبناء المذكور في هذا العقد بنجاح الى الطرف "الأول" فيما يتعلق بالمشروع، باعتباره المقابل العادل والسليم للخدمات المقدمة من قبل الطرف "الثاني" بموجب هذا العقد، يحق عندئذٍ للطرف "الثاني" الحصول على أتعاب الحصول على خدمات استشارية ("أتعاب الخدمات الاستشارية").	Redundancy, contracts is translated into عقد عقود عقد
		Incorrect choice of word, awarded is translated into ترسية

Analysis:

A. The ST indicates that the writer's intention is to outline the conditions under which Party B will receive compensation for their services.

Specifically, the writer establishes that if the EPC contract(s) related to the project are awarded to Party A, Party B is entitled to a consultancy service fee as fair and proper consideration for the services they provide under the agreement. The TT states that the translator commits several mistakes in the legal translation. In this context, the translator repeats the word "contract" several times in the same phrase, which is a mistake in legal translation. The word "contracts" translates to "عقد عقود عقود", and the word "awarded" translates to "ترسية", which is an incorrect choice of word. The correct translation should use "منح" instead of "ترسية". The comparison between the ST and TT reveals that there is no correspondence between the two texts. The correct translation according to the sworn translator is:

إذا تم منح عقد (عقود) الهندسة والمشتريات والبناء المذكور في هذا العقد بنجاح للطرف "الأول" فيما يتعلق بالمشروع، باعتباره المقابل العادل والسليم للخدمات المقدمة من الطرف "الثاني" بموجب هذا العقد، يحق للطرف "الثاني" عندئذ الحصول على أتعاب الخدمات الاستشارية ("أتعاب الخدمات الاستشارية").

B. The jury evaluation results:

1) No. of Redundancy

a=1 b=1 c=1 d=0 e=0

2) No. of Incorrect choice of word

a=1 b=1 c=1 d=0 e=0

C. The questionnaire results:

1) No. of Redundancy

a=18 b=14 c=3 d=3 e=2

2) No. of Incorrect choice of word

a=4 b=18 c=16 d=2 e=0

The Result:

The analysis reveals several significant issues in the translation between the ST and the TT, affecting their full alignment. There are recurring problems with incorrect word choices in legal and cultural contexts. For example, the translation of "by and between" as "بين وبواسطة" is inaccurate; it should translate as "بين كل من". Additionally, while "ديسمبر" which is commonly used as, "كانون الأول" it would be more appropriate in specific legal and cultural contexts. Furthermore, the translation of "is made and entered" as "أبرم ودخل حيز التنفيذ" incorrectly combines two different meanings, whereas the accurate translation

should be "تم إبرام هذا العقد وأصبح ساريًا". Similarly, "this consultancy agreement" should translate as "عقد تقديم الاستشارات" instead of "عقد الاستشارات". These issues contribute to a misalignment between the ST and TT, reducing the clarity and precision of the translation. The results from both students and professors highlight redundancy and omissions as significant problems in the translation. For example, the repetition of "ضمان" (guarantee) is unnecessary and confusing, and both students and professors agree that "ضمان الجودة" (quality warranty) would be a better choice. In addition, the omission of the word "شركة" (company) when referring to "بيلت واي" is another critical error, affecting the completeness and clarity of the translation. Many participants believe these problems lead to a lack of precision and alignment between the two texts, emphasizing the need for improvements in legal terminology and translation accuracy. Overall, students and professors generally agree that while the core meaning is conveyed in the translation, there are several areas that need improvement. Redundancy, incorrect word choices, and omissions are key issues that require attention to ensure the translation is both legally accurate and culturally appropriate. There is a consensus that, although the translation captures the general idea, greater attention to details, especially in legal contexts, is essential too ensure clarity and precision.

Table -3-
Contract No.3

THE AGREEMENT between South Oil Company and K&M's

ST	TT	Types of Mistakes
<p>1) <u>ADMINISTRATIVE CHARGES</u>:</p> <p>When the purchaser, after termination, decides to execute any part of <u>supplier's</u> obligations by another party, the rate of the <u>administrative charges</u> should not exceed 20% of the actual cost of executing such obligation.</p>	<p>- التحويلات الإدارية:</p> <p>- نسبة التحويلات الإدارية عند قيام المشتري ومن خلال طرف ثالث بتنفيذ أي من التزامات <u>المجهز</u> بنسبة لا تزيد عن ٢٠% من الكلفة الفعلية لتنفيذ ذلك الالتزام.</p>	<p>Incorrect Word choice, ADMINISTRATIVE CHARGES is translated into- التحويلات الإدارية- supplier is translated into المجهز</p>

Analysis:

A. The ST indicates that the writer's intention is to clarify the conditions under which the purchaser incurs administrative charges after the contract terminates. The writer specifies that if the purchaser decides to fulfill any of the supplier's obligations by hiring another party, the administrative charges for this action will not exceed 20% of the actual cost of performing that obligation. The TT states that the translator has committed several mistakes in the legal translation. The error lies in the use of the term "التحميلات الإدارية," which does not reflect the intended meaning in the legal and financial context. The term may suggest additional costs or financial loads, which is a more general expression and does not fit the context of fees. The correct term in the legal and administrative context is "الرسوم الإدارية," as it refers to fees related to administrative procedures or costs imposed for regulatory or administrative purposes. The comparison between the ST and TT shows discrepancies that affect the alignment of the texts. The error in translating "التحميلات الإدارية" comes from an incorrect choice of word. The more appropriate term is "الرسوم الإدارية," as it better matches the legal and administrative context. The correct translation according to the sworn translator is:

الرسوم الإدارية: نسبة الرسوم الإدارية عند قيام المشتري ومن خلال طرف ثالث بتنفيذ أي من التزامات المورد بنسبة لا تزيد عن ٢٠% من الكلفة الفعلية لتنفيذ ذلك الالتزام.

B. The jury evaluation results:

1)No. of Incorrect word choice

a=1 b= 2 c=0 d=0 e=0

C. The questionnaire results:

1)No. of Incorrect word choice

a=4 b=16 c=10 d=9 e=1

ST	TT	Types of Mistakes
<p>2) <u>Termination</u> for Insolvency: The Purchaser may at any time <u>terminate</u> the Contract by giving notice to the <u>Supplier</u> if the <u>Supplier</u> becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the <u>Supplier</u>, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser</p>	<p>فسخ العقد بسبب الإفلاس: للمشتري الحق بفسخ العقد عن طريق إرسال مذكرة خطية للمجهز في أي وقت إذا ما أفلس المجهز أو تعسر. وفي هذه الحالة يتم فسخ العقد دون دفع أية تعويضات للمجهز، على أن لا يؤثر هذا على أي حق في عمل أو إصلاح حدث ويمكن أن يحدث لاحقاً للمشتري.</p>	<p>Incorrect Word choice, Termination is translated into فسخ, supplier is translated into المجهز</p>

Analysis:

A. The ST indicates that the writer's intention is to establish the conditions under which the purchaser can terminate the contract if the supplier becomes insolvent or bankrupt. The clause specifies that the purchaser has the right to terminate the contract at any time by giving notice to the supplier, without being required to compensate the supplier for the termination. The TT states that the translator has committed several mistakes in the legal translation. The error in the translation lies in the use of the term "فسخ العقد" to translate "Termination of Contract." In the legal context, "فسخ العقد" typically refers to the cancellation or annulment of a contract due to a fault or breach by one of the parties. However, in this context, "Termination" refers to ending the contract due to bankruptcy or financial insolvency of the other party, which does not necessarily require a breach. The more accurate translation of "Termination of Contract" in this context is "إنهاء العقد" rather than "فسخ العقد", as "إنهاء العقد" more accurately conveys the action taken based on certain circumstances such as bankruptcy or financial incapacity of the other party, without implying a breach. Thus, the type of error in the

translation is incorrect choice of word. As for the word "المجهز", the translation is not accurate in this context. The word "المجهز" does not reflect the correct translation of "supplier" in the legal and economic context. The more accurate translation is "المورد", as "المورد" is the correct term for "supplier" in this context. The comparison between the ST and TT reveals some differences that affect the full alignment between the two texts. The correct translation according to the sworn translator is:

انتهاء العقد بسبب الافلاس
للمشتري الحق في إنهاء العقد عن طريق إرسال مذكرة خطية للمورد في أي وقت إذا ما أفلس المورد أو أصبح عاجزاً مالياً. في هذه الحالة، يتم إنهاء العقد دون دفع أية تعويضات للمورد، على ألا يؤثر هذا على أي حق من حقوق المشتري في اتخاذ الإجراءات القانونية أو اللجوء إلى التعويضات التي قد تكون قد نشأت أو قد تنشأ في المستقبل .

B. The jury evaluation results:

1)No. of Incorrect word choice

a=2 b= 1 c= 0 d= 0 e=0

C. The questionnaire results:

1)No. of Incorrect word choice

a=5 b=12 c=14 d=7 e=2

ST	TT	Types of Mistakes
3)Notices 1. Any notices given by one party to the other pursuant to the contract shall be in writing to the address specified in the SCC. The term "in writing" means communicated in written form with proof of receipt. 2. A notice shall be effective when delivered or on the notice's effective date, whichever is later.	<u>مذكرات التبليغ</u> ١. اي تبليغ موجه من أحد الأطراف الى الآخر استناداً للعقد يجب أن يكون خطياً ومرسلاً إلى العنوان المحدد في الشروط الخاصة بالعقد. "خطياً" تعني مكتوباً مع إثبات بالاستلام. ٢. تعتبر المذكرة نافذة من تاريخ استلامها او من تاريخ سريانها، أيهما أبعد.	Incorrect Word choice, Notices is translated into, نافذة effective is translated into Grammatical Mistakes, whichever is later is translated into, ايهما ابعد

Analysis:

A. The ST indicates that the writer's intention is to outline the procedure for giving and receiving notices between the parties involved in the

contract. The purpose is to ensure that any communication between the parties is formal and properly documented. The writer specifies that notices must be provided in writing to a designated address, and that written communication should have proof of receipt to confirm delivery. The TT reveals that the translator made several mistakes in the legal translation. Specifically, the term "Notices" was translated as "مذكرات التبليغ" instead of the more accurate term "الإشعارات". "الإشعارات" is commonly used in legal contexts to refer to any type of communication or notification between parties in a contract. In this context, the translation of "نافذة" is incorrect, as the term "سارية" is more appropriate. "سارية" refers to something that is still valid or in effect, such as "القوانين السارية" (the applicable laws), and better fits the intended meaning. Furthermore, the translation of "whichever is later" was incorrectly rendered as "أيها أبعد". The more accurate translation is "أيها لاحقاً", as the phrase indicates that the notice becomes effective either upon receipt or on its effective date, whichever happens later. The comparison between the ST and TT reveals some differences that affect the alignment between the two texts. The errors in the TT can be classified as semantic errors because words that do not accurately reflect the intended meaning in the legal context were chosen. These errors include translating "Notices" as "مذكرات التبليغ" instead of "الإشعارات", and using "نافذة" instead of "سارية". According to the sworn translator, the translation would be:

الإشعارات

١. أي إشعار موجه من أحد الأطراف إلى الآخر استناداً إلى العقد يجب أن يكون خطياً ومرسلاً إلى العنوان المحدد في الشروط الخاصة بالعقد. "خطياً" تعني مكتوباً مع إثبات بالاستلام.
٢. يعتبر الإشعار ساريّاً من تاريخ استلامه أو من تاريخ سريانه، أيها لاحقاً

B. The jury evaluation results:

1) No. of Incorrect word choice

a=2 b=1 c=0 d=0 e=0

2) No. of Grammatical mistakes

a=1 b=2 c=0 d=0 e=0

C. The questionnaire results:

1) No. of Incorrect word choice

a=7 b=12 c=7 d=11 e=3

2)No. of Grammatical mistakes

a=3 b=20 c=4 d=10 e=3

ST	TT	Types of Mistakes
4)Packing and Documents The <u>Supplier</u> shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the <u>packing</u> shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. <u>Packing</u> case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit."	التغليف والمستندات يجب على المجهز أن يؤمن شحن السلع إلى وجهتها النهائية المذكورة في العقد بطريقة تضمن عدم إتلافها أو إلحاق أي ضرر بها. يجب أن يكون التغليف، طوال فترة النقل، كافياً لتحمل التعامل الخشن والتعرض لدرجات الحرارة القاسية، والملوحة والتعرق والتخزين في أماكن مفتوحة. كما يجب أن يراعي حجم ووزن صناديق التغليف بعد الوجهة النهائية، ومعدات التعامل مع الحمولات الثقيلة في جميع مراحل النقل بما فيها الترنزيت."	Incorrect Word choice, Packing is translated into التغليف Grammatical Mistakes, The Supplier shall is translated into يجب على المجهز

Analysis:

A. The ST indicates that the writer's intention is to establish clear requirements regarding the packing of goods provided by the supplier. The purpose is to ensure that the goods are properly packed to prevent any damage or deterioration during their transit until they reach their final destination, as specified in the contract. The TT states that the translator has committed several mistakes in the legal translation. In this context, The error in the translation of the term "التغليف" instead of "الرزم" lies in the fact that "التغليف" refers more generally to the process of

packaging goods for protection, but in this specific context, "الرزم" is the more appropriate term. "الرزم" refers to the method of packing goods in a way that ensures their protection during transit, specifically for shipping and handling, which aligns more closely with the requirements set forth in the ST. Furthermore, the use of "المجهز" instead of "المورد" represents an incorrect choice of word. "المجهز" generally refers to someone who supplies materials or goods, but "المورد" is the more accurate term for a "supplier" in the legal and contractual context, as it refers to the entity providing goods in a more general sense. The comparison between the ST and TT reveals some differences that affect the full alignment between the two texts. This analysis shows that the translation of "التغليف" to "الرزم" is a semantic error because "الرزم" more precisely addresses the type of packaging required for goods in transit. Similarly, "المجهز" should be replaced with "المورد" to ensure accuracy in the legal and contractual context. The corrected translation, according to the sworn translator, is:

الرزم والمستندات
يؤمن المورد شحن السلع إلى وجهتها النهائية المذكورة في العقد بطريقة تضمن عدم إتلافها أو إلحاق أي ضرر بها. تكون الرزم، طوال فترة النقل، كافية لتحمل التعامل الخشن والتعرض لدرجات الحرارة القاسية، والملوحة والتعرق والتخزين في أماكن مفتوحة. يراعي حجم ووزن صناديق الرزم وفقاً للوجهة النهائية، ومعدات التعامل مع الحمولات الثقيلة في جميع مراحل النقل بما فيها الترانزيت.

B. The jury evaluation results:

1)No. of Incorrect word choice

a=1 b=2 c=0 d=0 e=0

2)No. of Grammatical mistakes

a=2 b=1 c=0 d=0 e=0

C. The questionnaire results:

1)No. of Incorrect word choice

a=7 b=13 c=10 d=6 e=4

2)No. of Grammatical mistakes

a=3 b=13 c=11 d=9 e=4

The Result:

The analysis results show several issues in the translation between the ST and the TT that affect its accuracy and clarity. These issues mainly

involve incorrect word choices, redundancy, and grammatical errors. In the section "Termination for Insolvency," the TT incorrectly translates "Termination of Contract" as "فسخ العقد." The more accurate term in this context is "إنهاء العقد." Additionally, the translation of "supplier" as "المجهز" is also incorrect; the term "المورد" should be used instead. In the "Notices" section, the TT uses "مذكرات التبليغ" to translate "Notices," which is not appropriate in this legal context. The correct translation is "الإشعارات." Moreover, the term "effective" is wrongly translated as "نافذة," while "سارية" would be more fitting. The translation of "whichever is later" as "أيها أبعد" is also incorrect, and the proper translation should be "أيها لاحقاً." For the "Packing and Documents" section, the translation of "التغليف" is incorrect, as the more suitable term is "الرزم," which specifically refers to the packing of goods for transport. Additionally, the use of "المجهز" instead of "المورد" for "supplier" is a misstep. The results from both the jury evaluations and the questionnaire indicate a general consensus on the errors in the translation, especially concerning word choices and the alignment between the ST and TT. The jury members agree that the translation requires corrections to improve its accuracy and legal clarity. In conclusion, the analysis identifies key areas where the translation can be enhanced, particularly in terms of legal terminology and ensuring precise and appropriate word choices to improve overall clarity and accuracy.

Table -4-
Contract No.4

**Contract For Supplying: Medium Voltage Vacuum Circuit Breaker
used as replacement for the old Vacuum Circuit Breaker**

ST	TT	Types of Mistakes
Settlement of Disputes 1) Amicable Settlement The purchaser and the supplier shall make every effort to resolve amicably by direct cordial negotiation any agreement	فض النزاعات الحل الرضائي على المشتري والمجهز أن يبذلا بكل جهد ممكن لحل أي نزاع ينشأ بينهما بموجب العقد عن طريق المفاوضات الودية والمباشرة من خلال تشكيل لجنة مشتركة لدراسة	Incorrect choice of word, Settlement of Disputes is translated into فض الحل الرضائي, النزاعات المجهز Incorrect choice of word, fail is translated into فشل

or dispute arising between them under or in connection with the contract through the appointment of a committee from both parties to study the matter carefully and come to an agreement according to relevant effective laws and instructions. If the two parties <u>fail</u> , they may appeal to the following methods stated in the contract	الموضوع بعناية والتوصل إلى اتفاق وفق القوانين والتعليمات النافذة. وفي حالة <u>فشل</u> الاتفاق، بإمكان الطرفين اللجوء إلى الطرق المثبتة في العقد.	Grammatical Mistakes, the purchaser and the supplier shall make every effort to resolve is translated into على المشتري والمجهز أن يبذلا بكل جهد
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Analysis:

A. The ST indicates that the writer's intention is to outline the process for resolving disputes between the purchaser and the supplier in a friendly and cooperative manner. The writer emphasizes the importance of both parties making a sincere effort to resolve agreements through direct, cordial negotiations. The text suggests the creation of a committee from both parties to carefully examine the issue and come to a resolution based on relevant laws and instruction. The TT states that the translator has committed several mistakes in the legal translation. In this context, "فض النزاعات" was translated inaccurately. In the legal context, "تسوية" (settlement of disputes) is preferred as it better reflects the process of resolving disputes according to legal procedures. Similarly, "الحل الرضائي" (amicable solution) is an inaccurate translation of "amicable settlement." The correct translation in this context is "التسوية" (amicable settlement), as it refers to the friendly negotiation between parties to resolve the dispute. Additionally, the word "المجهز" was used incorrectly to translate "supplier." The correct term is "المورد" (supplier), as it is the precise legal translation. Furthermore, the word "فشل" (failure) was used inaccurately in this context; the correct translation is "إخفاق" (failure), which better reflects the meaning in this context. Regarding the phrase "على المشتري والمجهز أن يقوموا", there is an

error in the translation. "أن يقوم" is not accurate in this context. The sentence should be in the dual form, so it should be "أن يبذلا" (both should exert) instead of "أن يقوم", as the verb should with the dual subject. Finally, "النافذة" is not the correct translation here. The more accurate term is "السارية" because it refers to laws or regulations that are still in force. The comparison between the ST and TT reveals that the errors can be classified primarily as incorrect choice of words (lexical errors) and grammatical errors (syntax errors), with some elements relating to contextual and cultural issues in terms of terminology. The correct translation according to the sworn translator is:

يبذل المشتري والمورد كل جهد ممكن لتسوية أي نزاع ينشأ بينهما بموجب العقد عن طريق المفاوضات الودية المباشرة من خلال تشكيل لجنة مشتركة لدراسة الموضوع بعناية والتوصل إلى اتفاق وفقاً للقوانين والتعليمات السارية. وفي حال إخفاق الاتفاق، يمكن للطرفين اللجوء إلى الطرق المنصوص عليها في العقد.

B. The jury evaluation results:

1)No. of Incorrect word choice

a=1 b=2 c=0 d=0 e=0

2)No. of Grammatical mistakes

a=1 b=2 c=0 d=0 e=0

C. The questionnaire results:

1)No. of Incorrect word choice

a=4 b=14 c=8 d=10 e=4

2)No. of Grammatical mistakes

a=5 b=15 c=10 d=10 e=0

ST	TT	Types of Mistakes
٢)Performance Bond 5% of contract prices submitted by the supplier before signing the contract according to the condition stated in section (8) special condition standard document. P.P. shall remain <u>valid</u> till the <u>supplier</u> fulfills all his obligation under the contracting	كفالة حسن الأداء من قيمة العقد تقدم من قبل 5% المجهز قبل توقيع العقد طبقاً للشروط الخاصة بالقسم (8) للوثيقة القياسية وتبقى نافذة حتى ينفذ المجهز جميع التزاماته في العقد	Incorrect choice of word, Performance Bond is translated into كفالة حسن الأداء
		Grammatical Mistakes, 5% of contract prices submitted by the supplier is translated into من 5% قيمة العقد تقدم من قبل المجهز
		Incorrect Word choice, valid Bond is translated into نافذة , المجهز

Analysis:

The ST indicates that the writer's intention is to outline the A. requirements for the Performance Bond that the supplier must provide before signing the contract. The writer specifies that the Performance Bond should be 5% of the contract price and must be submitted by the supplier in accordance with the conditions outlined in section (8) of the special condition standard document. The writer also indicates that the Performance Bond will remain valid until the supplier has fulfilled all of The TT reveals that the translator their obligations under the contract. has committed several mistakes in the legal translation. The error in the " (Performance كفالة حسن الأداء translation lies in using the term " " (Certificate of Good مستند حسن التنفيذ Guarantee) instead of " " typically refers to كفالة حسن الأداء Performance). This is a semantic error, as " to a financial guarantee provided by an external party to ensure the " refers to an مستند حسن التنفيذ proper execution of the contract, whereas " official document or certificate confirming that the contractor has Additionally, completed their obligations as per the terms of the contract. The error in the translation lies in the use of "المورد" instead of "المجهز" the error in the translation lies in the use of " " in Arabic can refer to a المجهز This is an incorrect choice of word. " person or entity that provides specific equipment or preparations, while " is the more accurate translation for "Supplier" in the legal and المورد " economic context, as it refers to the entity that provides goods or " is a grammatical يقدم The error in translating "5% products in general. " needs to have the verb properly يقدم error. In Arabic, the sentence "5% " conjugated to match the subject. The correct translation would be " "or " يتم تقديم " instead of "يقدم" Therefore, the correct sentence would be "يقدم" " " "يقدم من قبل المورد" or "يتم تقديم 5% من قيمة العقد من قبل المورد", depending on " is that the text refers to the validity نافذة The error in using " the context. " is a semantic error. نافذة or commencement of something, and using " The comparison between the ST and TT reveals some differences that affect the full alignment between the two texts. The correct translation according to the sworn translator is:

كفالة حسن الأداء

يقدم المورد 5% من قيمة العقد قبل توقيع العقد طبقاً للشروط الخاصة بالقسم (8) للوثيقة القياسية وتبقى سارية حتى ينفذ المورد جميع التزاماته في العقد.

B. The jury evaluation results:

1)No. of Incorrect word choice

a=3 b=0 c=0 d=0 e=0

2)No. of Grammatical mistakes

a=1 b=2 c=0 d=0 e=0

3)No. of Incorrect word choice

a=1 b=2 c=0 d=0 e=0

C. The questionnaire results:

1)No. of Incorrect word choice

a=7 b=9 c=16 d=6 e=2

2)No. of Grammatical mistakes

a=6 b=15 c=7 d=8 e=4

3)No. of Incorrect word choice

a=5 b=11 c=12 d=10 e=2

ST	TT	Type of Mistakes
3)National Arbitration disputes may be arised from this contract shall be settled according to the Procedures stated in the civil proceedings code no. (83) of 1969.	التحكيم الوطني حسم الخلافات التي قد تنشأ من هذا العقد بموجب قانون المرافعات المدنية رقم (٨٣) لسنة ١٩٦٩	Incorrect Word choice, National Arbitration is translated into, التحكيم الوطني

Analysis:

A. The ST clearly indicates that the writer's intention is to specify the method by which disputes arising from the contract will be resolved. The writer states that any disputes arising from the contract will be settled in accordance with the procedures outlined in the Civil Proceedings Code No. 83 of 1969. However, the TT reveals several mistakes in the legal translation. One of the key mistakes is the translation of "التحكيم الوطني" as "national arbitration." In LL, the term "national arbitration" is not commonly or accurately used. The term "national" in this context may cause confusion, as it can be understood to refer to issues with a national or patriotic character, which is not the intended meaning here. The more

appropriate term in this context is "local arbitration." "Local arbitration" refers specifically to arbitration conducted within the country's legal system, without involving international or foreign arbitration. This term more accurately conveys the idea of arbitration taking place within the legal boundaries of the country. Thus, the error in the translation lies in using "national" instead of "local." The semantic mistake arises from choosing "national," which has broader and potentially less precise meanings, whereas "local" conveys the intended meaning more accurately. The correct translation, according to the sworn translator, is:

حسم الخلافات التي قد تنشأ من هذا العقد بموجب قانون المرافعات المدنية رقم (٨٣) لسنة ١٩٦٩ عن طريق التحكيم المحلي.

B. The jury evaluation results:

1) No. of Incorrect word choice

a=3 b=0 c=0 d=0 e=0

C. The questionnaire results:

1) No. of Incorrect word choice

a=7 b=7 c=17 d=9 e=0

ST	TT	Type of Mistakes
4) Commercial <u>invoices</u> / endorsed by Basra Chamber of Commerce	مصادق عليها من /قوائم تجارية قبل غرفة التجارة في البصرة	Incorrect Word choice, Commercial invoices is translated into, قوائم تجارية

Analysis:

A. The ST indicates that the writer's intention is to convey that the commercial invoices have been certified or approved by the Basrah Chamber of Commerce. The writer seeks to clarify that these invoices have been reviewed or authorized by an official commercial body in Basrah, thereby adding legitimacy or legal validity to the business transactions. The TT reveals several mistakes in the legal translation. The main mistake in the translation is semantic. The translation "قوائم تجارية/ مصادق عليها من قبل غرفة التجارة في البصرة" does not accurately reflect the meaning of the English term "Commercial invoices / endorsed by Basrah Chamber of Commerce." The term "Commercial invoices" in English refers specifically to commercial invoices, while "قوائم تجارية" in Arabic refers to lists or commercial records, which is not the intended

meaning. The semantic mistake lies in the incorrect choice of words, as "قوائم تجارية" does not match the intended meaning of invoices. The correct translation, according to the sworn translator, is:

فواتير تجارية مصادق عليها من قبل غرفة التجارة في البصرة.

B. The jury evaluation results:

1) No. of Incorrect word choice

a=1 b=0 c=2 d=0 e=0

C. The questionnaire results:

1) No. of Incorrect word choice

a=1 b=13 c=11 d=13 e=2

The Result:

The analysis of each table and paragraph reveals several issues in the legal translation. For the first table, regarding dispute resolution, the ST outlines the importance of both parties making sincere efforts to resolve conflicts amicably through direct negotiations, with the possibility of forming a committee to reach a resolution according to relevant laws. However, the TT contains multiple errors. The term "فض النزاعات" is incorrectly used instead of "تسوية النزاعات", which is a more appropriate translation for "dispute settlement" in legal contexts. Additionally, "الحل الرضائي" should be translated as "التسوية الودية" to accurately reflect the friendly nature of the resolution process. There are also issues with the word "المجهز" instead of "المورد" and the incorrect use of "فشل" instead of "إخفاق". Furthermore, the phrase "أن يقوموا" is not accurate, and it should be "أن يبذلا" to properly match the dual subject. The term "نافذة" is also a poor choice; "سارية" would be more suitable to describe something that remains in effect or valid. In the second table, regarding the Performance Bond, the ST describes a requirement for the supplier to submit a bond worth 5% of the contract value before signing the agreement. The bond remains valid until the supplier fulfills all obligations under the contract. However, the TT makes errors in translating "Performance Bond." The term "كفالة حسن الأداء" is used incorrectly; it should be "مستند حسن التنفيذ" to accurately reflect the concept of a certificate of good performance. The word "المجهز" is also used in place of "المورد", and the sentence structure in "يقدم 5%" is grammatically incorrect. Additionally, "نافذة" is not an accurate translation of "valid." The correct translation should be "سارية" to indicate the bond's validity. For the third table, the term "National

Arbitration" in the ST refers to the resolution of disputes according to the Civil Proceedings Code. The TT incorrectly translates "National Arbitration" as "التحكيم الوطني," which is semantically misleading. The term "national" can suggest a patriotic or broad sense of national significance, which is not the intended meaning here. The correct translation should be "التحكيم المحلي" (local arbitration), which more accurately refers to arbitration within the country's legal framework. In the fourth table, regarding commercial invoices, the ST mentions invoices certified by the Basrah Chamber of Commerce. However, the TT incorrectly translates "Commercial invoices" as "قوائم تجارية," which means "commercial records" or "lists," not invoices. The correct translation for "Commercial invoices" is "فواتير تجارية," and this error significantly changes the meaning. The jury evaluation consistently shows strong agreement on the incorrect choice of words in most cases. For example, there is unanimous agreement on the incorrect translation of terms like "Performance Bond" and "National Arbitration," with some variation in opinions regarding grammatical issues. The questionnaire results also show a tendency toward agreement on these mistakes, with a majority agreeing that the errors in word choice and grammar are problematic, though there is some variation in the intensity of disagreement. In conclusion, the legal translation contains numerous lexical and grammatical errors that could significantly affect the interpretation and application of the contract. The corrected translations provided by the sworn translator are more accurate and align better with the intended legal meanings.

Table -5-
Contract No.5

**Third Party Inspection For Engineering Inspections, Integrity
Assessments for Al-Basra and Khor Al-Aomaya Oil Terminal**

ST	TT	Types of Mistakes
1)Two hard copies shall be submitted to concern BOC to concern 2nd party for removal of <u>defects/non-conformity</u> before dispatch and for his record	"يتم تقديم نسختين مطبوعة إلى شركة نفط البصرة ليتم مخاطبة الطرف الثاني للفاحص لإزالة <u>غير المطابقة</u> قبل إرسالها." العيوب	Punctuation marks Mistakes, defects/non-conformity, is translated into, العيوب غير المطابقة

Analysis:

A. The ST indicates that the writer's intention is to establish the process for submitting hard copies related to the removal of defects or non-conformities before dispatch. The sentence indicates that two hard copies of certain documents must be submitted to the concerned BOC (Board of Control or similar entity) and to the second party for the purpose of addressing defects or non-conformities. The TT highlights several mistakes in the legal translation. In this context, the mistake is punctuation marks. In the translation " يتم تقديم نسختين مطبوعة إلى شركة نفط البصرة ليتم مخاطبة الطرف الثاني للفاحص لإزالة العيوب غير المطابقة قبل إرسالها ", there is no comma between "العيوب" and "غير المطابقة", which causes confusion in meaning. The correct way is to add the comma to clarify the meaning. Adding the comma here separates "العيوب" and "غير المطابقة", making it clear that "غير المطابقة" is a description of the defects, thus making the sentence more understandable. The comparison between the ST and TT reveals some differences that affect the full alignment between the two texts. The correct translation, according to the sworn translator, is:

يتم تقديم نسختين مطبوعة إلى شركة نفط البصرة ليتم مخاطبة الطرف الثاني للفاحص لإزالة العيوب، غير المطابقة قبل إرسالها.

B. The jury evaluation results:

1)No. of Punctuation marks mistakes

a=1 b=0 c=2 d=0 e=0

C. The questionnaire results:

1)No. of Punctuation marks mistakes

a=10 b=12 c=13 d=4 e=1

ST	TT	Types of Mistakes
2)Third Party Inspection For <u>Engineering Inspections, Integrity Assessments</u> for Al-Basra and Khor Al-Aomaya Oil Terminal	"الطرف الثالث الفاحص لأعمال الفحص والتقييم لمينائي البصرة وخور العمية النفطيين."	Deletion, Engineering Inspections, Integrity Assessments, الفحص والتقييم

Analysis:

A. The ST indicates that the writer's intention specifies the type of inspection and assessments required for Al-Basra and Khor Al-Aomaya Oil Terminal. The phrase indicates that third-party inspections will be conducted in the areas of engineering inspections and integrity assessments. The TT states that the translator has committed several mistakes in the legal translation. In the English text, "Engineering Inspections" refers to engineering inspections, but in the translation "الطرف الثالث الفاحص لأعمال الفحص والتقييم لمينائي البصرة وخور العمية النفطيين", the word "الهندسي" (engineering) has been omitted. The failure to translate "Engineering" results in a loss of precision and clarity, as the inspections could be technical or engineering-related. Therefore, the semantic mistake lies in omitting the translation of "الهندسي", which causes a loss of part of the intended meaning. The correct translation should include the word "الهندسي" to clarify the type of inspections being referred to. The comparison between the ST and TT reveals some differences that affect the full alignment between the two texts. The correct translation according to the sworn translator is

الطرف الثالث الفاحص لأعمال الفحص الهندسي والتقييم لمينائي البصرة وخور العمية النفطيين.

B. The jury evaluation results:

1)No. of Deletion

a=1 b=1 c=1 d=0 e=0

C. The questionnaire results:

1)No. of Deletion

a=8 b=18 c=9 d=5 e=0

ST	TT	Types of Mistakes
3)Audit, review, sign and stamp all inspection certificates which are issued by the second party and issue <u>non-compliance</u> reports.	تدقيق ومراجعة وتوقيع وختم جميع شهادات الفحص التي يصدرها الطرف الثاني وتقارير عدم المطابقة.	Incorrect Word choice, non-compliance is translated into, عدم المطابقة

Analysis:

A. The ST indicates that the writer's intention seems to be outlining a task related to oversight and quality control. Specifically, the responsibility involves auditing and reviewing inspection certificates issued by a second party (which could refer to an external or subcontracted entity), ensuring their accuracy and compliance with required standards. The TT states that the translator has committed several mistakes in the legal translation. In this context, "عدم المطابقة" refers to failure to meet specific standards or technical specifications (like engineering or quality standards), which aligns more closely with the term "non-conformity" in English. On the other hand, "non-compliance" generally refers to failure to adhere to laws, rules, or regulations. The comparison between the ST and TT reveals some differences that affect the full alignment between the two texts. The error in translating "عدم المطابقة" as "non-compliance" lies in the mismatch of context. The type of mistakes is incorrect choice of word. The correct translation according to the sworn translator is:

تدقيق ومراجعة وتوقيع وختم جميع شهادات الفحص التي يصدرها الطرف الثاني وتقارير عدم الامتثال

B. The jury evaluations result:

1) No. of Incorrect word choice

a=1 b=0 c=2 d=0 e=0

C. The questionnaire results:

1) No. of Incorrect word choice

a=3 b=6 c=15 d=14 e=2

ST	TT	Types of Mistakes
4) <u>This contract shall be executed by a duly authorized representative of third-party inspection</u>	"يتم توقيع هذا العقد من قبل المدير المفوض أو من يمثله قانوناً بموجب وكالة مصدقة أصولاً."	Grammatical Mistakes, this contract shall be executed by a duly authorized representative, is translated into, اصولاً

Analysis:

A. The ST indicates that the writer's intention is specify that the contract will be formally executed or signed by a properly authorized

representative of the third-party inspection entity. The TT states that the translator has committed several mistakes in the legal translation. In the original English sentence, "This contract shall be executed by a duly authorized representative of third-party inspection," the verb "shall be executed" refers to an action that will be carried out by a specific, identified subject the "representative of third-party inspection." In the Arabic translation, using the passive voice "يتم توقيع" results in a lack of clarity regarding who is performing the action. The correct approach is to use the active voice, clearly identifying the person who will carry out the action the "duly authorized representative" or their legal representative. The comparison between the ST and TT reveals some differences that affect the full alignment between the two texts. The mistake in the translation "يتم توقيع هذا العقد من قبل المدير المفوض أو من يمثله" is the use of the passive voice (مبني للمجهول) instead of the active voice (مبني للمعلوم). The correct translation according to the sworn translator is:

يوقع المدير المفوض أو من يمثله قانوناً هذا العقد بموجب وكالة مصدقة وحسب الأصول.

B. The jury evaluation results:

1) No. of Incorrect word choice

a=1 b=2 c=0 d=0 e=0

C. The questionnaire results:

1) No. of Incorrect word choice

a=9 b=10 c=16 d=2 e=3

The Result:

The analysis reveals several translation errors across all four tables that significantly affect the clarity and accuracy of the legal document. In the first table on dispute resolution, mistakes such as the incorrect use of "فض النزاعات" instead of "تسوية النزاعات" and "الحل الرضائي" instead of "التسوية الودية" appear. Additionally, other issues, including incorrect word choices like "المجهز" instead of "المورد" and "فشل" instead of "إخفاق", are observed. In the second table regarding the performance bond, errors in translating "Performance Bond" as "كفالة حسن الأداء" instead of "مستند حسن" appear, along with the incorrect use of "المجهز" and "نافذة" instead of "التنفيذ". The third table, which discusses National Arbitration, misinterprets the term "National Arbitration" as "التحكيم الوطني", whereas

"التحكيم المحلي" would be a more accurate translation. Finally, in the fourth table on commercial invoices, "قوائم تجارية" appears incorrectly instead of the correct term "فواتير تجارية," changing the meaning of the text. These errors, if left uncorrected, lead to misunderstandings in legal contexts, highlighting the importance of precise translation in legal documents. Regarding the opinions of students and professors, the general consensus is that the translation contains several significant errors that impact the clarity and precision of the text. Many express the need for revisions, particularly in terms of selecting the correct legal terminology and addressing grammatical issues. There is unanimous agreement that these translation mistakes could cause confusion in the legal interpretation and application of the contract. Most agree that accuracy is essential in legal translations to ensure proper understanding and avoid potential legal complications. Therefore, it is clear that the translation requires substantial improvements to ensure it reflects the intended meaning in a clear and legally precise manner.

Table -6-⁽⁶⁾**The Percentages of the Jury Evaluation**

Types of mistakes	Strongly agree	Agree	Neutral
Tense mistakes	4/12 33.33%	8/12 66.67%	0
Incorrect word choice	24/51 47.06%	19/51 37.25%	5/51 9.80%
Grammatical mistakes	4/12 33.33%	5/12 41.67%	0
Grammatical mistakes (word order)	3/3 100%	0	0
Addition	1/3 33.33%	2/3 66.67%	0
Punctuation marks mistakes	1/3 33.33%	0	2/3 66.67%
Lack of Knowledge	2/6 33.33%	4/6 66.67%	0

Redundancy	4/9 44.44%	3/9 33.33%	2/9 22.22%
Deletion	3/9 33.33%	4/9 44.44%	2/9 22.22%
Cultural errors	1/3 33.33%	1/3 33.33%	1/3 33.33%
The Total Rate	43/100 40.95%	74/100 70.47%	12/100 11.43%

Table -7-
The Questionnaire Percentages of the Five Contracts

Types of mistakes	Strongly agree	Agree	Neutral	disagree	Strongly disagree
Tense mistakes	20/160 12.5%	48/160 30%	41/160 25.625%	38/160 23.75%	13/160 8.125%
Incorrect word choice	95/680 13.97%	176/680 25.88%	179/680 26.32%	140/680 20.59%	60/680 8.82%
Grammatical mistakes	17/160 10.625%	63/160 39.375%	32/160 20%	38/160 23.75%	14/160 8.75%
Grammatical mistakes (word order)	6/40 15%	14/40 35%	10/40 25%	8/40 20%	2/40 5%
Addition	2/40 5%	6/40 15%	15/40 37.5%	9/40 22.5%	8/40 20%
Punctuation marks mistakes	10/40 25%	12/40 30%	13/40 32.5%	4/40 10%	1/40 2.5%
Lack of knowledge	13/80 16.25%	21/80 26.25%	26/80 32.5%	4/80 5%	16/80 20%
Redundancy	42/120 35%	43/120 35.83%	13/120 10.83%	15/120 12.5%	7/120 5.83%
Deletion	22/120 18.33%	42/120 35%	28/120 23.33%	18/120 15%	10/120 8.33%
Cultural errors	8/40 20%	4/40 10%	8/40 20%	14/40 35%	6/40 15%

The Total Rate	235/1320 17.8%	429/1320 32.5%	365/1320 27.65%	290/1320 21.97%	137/1320 10.38%
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6. Conclusions

This study aimed to evaluate the translation of 20 commercial legal contracts from the Court of Appeals using Peter Newmark's five-part model of translation. The evaluation focused on assessing the accuracy, clarity, and appropriateness of the translations in terms of both legal and linguistic elements, particularly in the context of commercial law. The findings from the analysis of legal translation in commercial contexts underscore several crucial aspects:

1. **The Importance of Accurate Legal Translation:** The study stresses that precision in translating legal documents, especially in international business, is vital. Even small translation errors can have severe legal and financial repercussions, leading to misunderstandings or disputes.
2. **The Challenges in Legal Translation:** Legal translations, particularly those involving commercial contracts, are challenging due to the technical nature of legal terminology, the diversity of legal systems, and the influence of cultural differences. These challenges can result in errors that undermine the clarity, validity, and enforceability of legal documents.
3. **The Role of Sworn Translators:** Sworn translators, especially those working within established legal institutions like Basrah Federal Appeal Court, play a significant role in improving translation quality. Their expertise helps correct common translation mistakes, enhancing both the accuracy and legal soundness of documents.
4. **The Effectiveness of Peter Newmark's five-part model:** Peter Newmark's Five-Part model proves effective in evaluating the quality of legal translations. It offers a structured framework for identifying common translation errors and assessing the success of corrections made by sworn translators.
5. **The Impact on Legal Integrity and Enforceability:** Translation errors can jeopardize the legal integrity of contracts. However, when corrected by skilled sworn translators, the translations'

accuracy and clarity are improved, which strengthens the contracts' enforceability.

6. The Practical Recommendations: The study recommends several strategies to improve legal translation practices, such as:
 - a) Providing enhanced training for legal translators.
 - b) Fostering closer collaboration between legal experts and translators.
 - c) Developing standardized legal terminology for international transactions.
7. The Contributions to Translation Studies: This research contributes valuable insights to Translation Studies, highlighting specific challenges in legal translation and offering practical solutions to improve the quality and reliability of translations in cross-border business.
8. The Future Research Directions: The study suggests further research to explore additional legal contexts and languages, and to refine translation models tailored to LTs. Investigating the role of technology in enhancing the efficiency and consistency of legal translations is also recommended.

These findings underscore the importance of specialized knowledge and collaboration in legal translation to ensure the clarity, validity, and enforceability of international legal documents.

7. Recommendations

Based on the findings of this study, the following recommendations are made to improve the translation of commercial legal contracts, particularly those handled by the Court of Appeals:

1. The Enhanced Training for Legal Translators: It is recommended that translators specializing in LTs undergo specialized training in both the language and the legal system of the TL. This training should focus on the intricacies of legal terminology, legal frameworks, and the specific context of commercial law to ensure that translations are legally precise and culturally appropriate.
2. The Collaboration Between Legal Experts and Translators: To achieve higher accuracy and legal integrity in translations, a close collaboration between legal experts and professional translators is

essential. Legal experts can provide insights into the complex nuances of the law, while translators can ensure that the LT is clearly and appropriately rendered in the TL.

3. **The Adapting Newmark's Model:** Although Peter Newmark's model serves as a helpful guide, it may not be fully sufficient when it comes to translating commercial legal contracts. A hybrid approach that combines both semantic and communicative methods, along with a strong understanding of legal concepts, is recommended for translating such documents. Future studies may explore how this hybrid model could be refined to better suit legal translation needs.
4. **The Development of Standardized Legal Terminology:** The study found inconsistencies in the use of legal terms across the evaluated translations. It is recommended that a standardized legal glossary, tailored to commercial contracts, be developed. This would help ensure consistency and accuracy in the use of legal terms across translations, reducing the potential for misunderstanding or misinterpretation.
5. **The Creation of Evaluation Frameworks:** Establishing a clear and standardized framework for evaluating the quality of legal translations, with an emphasis on accuracy, clarity, and legal precision, is crucial. This framework should include both linguistic and legal criteria and be used by professional organizations and courts to assess the quality of legal translations.
6. **The Further Research into Legal Translation Models:** Given the complexity of legal translation, further research is recommended to explore and develop more refined models that better address the unique challenges of translating LTs, particularly commercial contracts. This research could also examine how translation strategies vary across different legal systems and languages.
7. **The Legal Translation Tools and Technologies:** The use of legal translation tools and technologies, such as specialized translation memory systems and artificial intelligence, should be explored to enhance the efficiency and accuracy of legal translations. These tools can assist translators in maintaining consistency in

terminology and reduce the time required for translating large volumes of legal documents.

In conclusion, improving the translation of commercial legal contracts requires a multifaceted approach that combines linguistic expertise, legal knowledge, and practical tools. By addressing these recommendations, translators and legal professionals can ensure that the integrity of commercial contracts is maintained across languages, minimizing the risk of misunderstanding or legal disputes.

Notes :

- (1) This study is based on an MA thesis with the same title ,in 2025, written by the first researcher under the supervision of the second
- (^١) The researcher brings a total of 20 contracts, 16 from the Basrah Federal Appeal Court and the remaining from the sworn translator Lect. Ahmed Falih.
- (3) The sworn translator is Lect. Ahmed Falih Rabeea/Dept. of Translation/College of Arts/Univ. of Basrah.
- (4) The head and the members of the Evaluation Jury, representatively, are Asst. Prof. Dr. Abdulsalam Abdulmajeed Saifuldeen, Asst. Prof. Dr. Dhahir Jafar Khaz'al, Lect. Dr. Ruqaya Sabeeh Khalaf.
- (^٥) All the underlined items in this document have been added by the researcher.
- (6) The table of the jury evaluation contains only three options because the jury does not choose the remaining choices.

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