

An Evaluation of Translating Legal Commercial Contracts 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.

Key words: 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 وتقترح طرقًا لتحسين جودة الترجمات القانونية.

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

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1.Introduction

Legal Language (hereafter referred to as LL) is not a form of language commonly used by the general public in everyday communication. It possesses distinct linguistic features that set it apart from ordinary language, marking it as a specialized form used in legal rules and related discourse. LL differs from natural language in several linguistic aspects, including vocabulary, morphology, semantics, syntax, and structure.

It is a standardized language grounded in logical principles, aiming to retain key qualities of ordinary language such as clarity, comprehensiveness, and intuitive understanding while ensuring legal validity and internal consistency. Legal professionals, including judges, lawyers, and legislators, rely on this form of language in their professional practices, as do formal exchanges between judges and juries, judges and attorneys, or attorneys and clients.

Legal documents often follow precedents and regulations established by specific jurisdictions. In English, contracts and other legal documents are among the most frequently translated texts, largely due to their consistent and formulaic language. These documents often reflect older drafting conventions, with the continued use of archaic or outdated terms and expressions such as “*aforementioned*,” “*hereinafter*,” “*hereinabove*,” “*hereunder*,” “*said*,” and “*such*.” Other commonly used terms include “*restriction*,” “*restraint*,” “*prohibition*,” “*intervention*,” “*modification*,” and “*alteration*,” especially in commercial legal documents.

This style has drawn criticism for its verbosity and redundancy. Additionally, long and complex sentence structures, as well as the frequent use of passive voice, are other defining linguistic features of commercial legal writing.

2. Translating Legal Commercial Documents: Review of Literature

In his study *Challenges that Novice Translators Encounter in Translating Contracts and Documents in Jordan*, Al Najjar (2010, p. 77) explores the difficulties novice translators face when translating legal contracts and documents in the Jordanian context. He argues that legal translation particularly the translation of contracts is among the most demanding types of translation, primarily due to its intricate linguistic

and legal components. Al Najjar notes that novice translators frequently struggle with accurately understanding legal terminology, navigating legal structures that differ across languages, and grasping the specific legal contexts in which these terms are used. He further emphasizes that conveying the legal meaning faithfully, without distorting the original intent of the ST, requires a high level of linguistic and legal competence. A significant contributing factor to these challenges, according to Al Najjar, is the lack of adequate training and professional guidance, which in turn affects the overall quality of translations produced by beginners.

Similarly, Alrishan and Smadi (2019, p. 109) investigate the translation challenges faced by M.A. translation students at Yarmouk University in Jordan when translating United Nations legal documents into Arabic. Their study identifies several key difficulties, including problems with legal terminology, unfamiliarity with complex legal systems, and the struggle to preserve the original legal meaning while rendering it appropriately in the target language (hereafter referred to as TL). The authors underscore the essential role of specialized legal knowledge and stress the need for targeted training in both legal frameworks and translation strategies to enhance the quality and precision of legal translations.

3. Legal Language

LL is a specialized mode of communication utilized within the legal domain to articulate rules, rights, obligations, and legal procedures with clarity and precision. It stands apart from everyday language due to its formal structure, technical vocabulary, and inherent complexity. LL is employed across a range of legal texts, including contracts, statutes, court rulings, and international treaties, where accuracy and the elimination of ambiguity are crucial to ensure proper interpretation and application of the law. Mootz (1999, p. 4) highlights this function, stating that “Legal Language is a highly specialized form of communication that aims to eliminate ambiguity and ensure the precision of legal statements.” This definition reinforces the centrality of precision in legal discourse, which is vital to prevent misinterpretation and uphold legal integrity.

Beyond serving as a communication tool, LL also functions as an instrument of authority and governance within legal systems. As

Gibbons (1999, p. 5) asserts, "Legal discourse is not merely a tool of communication; it is also a means of exercising power and control." The formal and complex nature of LL fulfills practical legal needs but also reflects broader socio-political dimensions of the law. It reinforces existing power structures and requires users to possess not only linguistic competence but also an awareness of the legal and institutional contexts in which this language operates.

As Dakhil and Hawel (2024, p. 4) state, one of the most significant characteristics of legal language (LL) is its vagueness, which reflects its complexity. In addition to that, this significant feature distinguishes the use of LL from the use of daily language. Furthermore, Menon (1993, pp. iii–iv), one of the critics of LL, argues that due to its technicality, legal language is different from ordinary language. He states:

"The language of the law is not just English as ordinarily understood, but a varietal system of technical terms, situational meanings, complicated procedural arrangements... etc., which communicates, at least among the law men, in a unique style, imperceptibly interwoven with certain juristic traits and judicial qualities" (as cited in Dakhil & Hawel, 2024, p. 4).

Such a notion suggests that LL cannot be comprehended by the general public, as it is considered a technical subject. This means that only legal professionals are able to comprehend the technicality of this language, owing to the fact that they have the necessary skills which enable them to interpret and deal with it effectively.

In this regard, it is worth mentioning that LL, like any other specialized language, has its own specific user group (Smejkalová, 2009, p. 31, as cited in Dakhil & Hawel, 2024, p. 4). These users might include judges, lawyers, legal professors, or legal translators/interpreters. This further confirms that LL differs significantly from daily conversation.

4. The Methodology

This study adopts Peter Newmark's Five-Part Model as the foundational framework for evaluating the translation of legal contracts. Klabal (2012, p. 7) notes that Newmark's model is grounded in understanding both the intention of the original author and that of the translator an approach particularly relevant to LTs, where accuracy and precise meaning are critical. Avramenko also emphasizes that the

translator's primary responsibility is to convey "the meaning of the original text as closely as possible," taking into account both context and the target audience. Accordingly, this study focuses on how effectively the translator preserves the original intent while adapting the text to the TL and cultural context.

The research will be conducted in two main phases: first, an analysis of the original legal texts, followed by a detailed evaluation of their corresponding English translations. This comparative approach aims to identify discrepancies, errors, or omissions in the translated versions. These errors will be categorized and assessed to determine their impact on the legal integrity and communicative effectiveness of the documents. Particular attention will be paid to how accurately legal terminology and nuanced legal expressions have been preserved in the translations.

Additionally, the study will assess the intentions behind both the original contract writer and the translator, exploring how these intentions influence the final translated product.

Finally, the research will consider the future of legal translation, particularly in the context of commercial contracts. By examining how translation errors may compromise legal accuracy or impact future developments in legal translation practices, the study aims to provide meaningful insights into the ongoing challenges and opportunities in the field. This includes a discussion of how such issues might influence future strategies for translating legal documents within an increasingly globalized legal landscape.

Peter Newmark's model consists of the following five components:

1. Text Analysis

The text analysis will commence with a thorough examination of each legal translation (LT) used in the Basrah Court, focusing on the type of legal document, the author's intent, and any errors present in the text. Legal documents encompass a wide range of contracts, including but not limited to sales agreements, lease contracts, and employment agreements. Identifying the specific type of contract is essential, as it determines the LL, terminology, and legal concepts employed within the document.

Understanding the underlying purpose of each contract whether it is to establish an agreement, resolve a dispute, or facilitate the transfer of

rights is crucial for ensuring that the translation accurately reflects the intended legal meaning. The author's intent is a key factor in interpreting the text, as legal writers aim to produce clear, enforceable documents that define the rights and obligations of the involved parties. A failure to capture this intent during translation may lead to misinterpretation, potentially altering the legal effect of the document.

The analysis will also identify and categorize errors found in the translations, including linguistic inaccuracies, misused legal terminology, or omissions. Such errors can distort the original meaning and compromise the legal validity of the text. Furthermore, the translation process itself will be critically examined to assess how accurately translators at the Basrah Court have conveyed the source content.

Given that legal translation demands a high level of precision, any mistake may have serious legal repercussions. By systematically comparing the original legal texts with their translated versions, this study aims to uncover discrepancies, evaluate their impact on the clarity and intent of the translation, and ensure that the legal integrity of the documents is preserved.

2. The Translator's Purpose

The translator's purpose is a crucial factor in the translation process, particularly when dealing with specialized texts such as legal contracts. In this study, the researcher will analyze the translator's intended purpose to determine how it influences the choices made throughout the translation of legal documents. As Newmark (1988) explains, the translator must navigate a dual objective: accurately conveying the original meaning of the source text (hereafter referred to as ST) while ensuring the translation is functionally appropriate and comprehensible for the target audience.

Legal translation goes beyond literal or word-for-word rendering. Its aim is to accurately transmit the legal intent, concepts, and subtleties of the original document into the TL. This requires the translator to carefully manage complex legal terminology, cultural variations, and the expectations of both legal professionals and the broader public. The ultimate goal is to produce a translation that is not only legally valid within the target legal system but also clear and precise.

Furthermore, the study will examine the specific intentions and priorities of the translator. This includes assessing whether accuracy or readability was prioritized, whether established legal conventions were followed, and to what extent cultural and linguistic differences were considered. Gaining insight into the translator's purpose allows for a deeper evaluation of the translation's effectiveness and sheds light on whether any errors result from strategic decisions rather than linguistic incompetence.

In conclusion, the translator's purpose defined by the broader aims of legal translation has a direct impact on the final product. This study will evaluate how well the translator's decisions align with the core objectives of preserving the legal clarity and integrity of the ST while adapting it appropriately to suit the legal and cultural framework of the TL.

3. Comparing the Translation with the Original Text

Conducting a comparison between the translated text and the original is a vital step in assessing the quality and accuracy of any legal translation. In this study, the researcher will undertake a detailed comparative analysis of translated legal contracts and their STs to identify discrepancies, inaccuracies, or inconsistencies in terminology, structure, and meaning.

Particular attention will be given to the accuracy of legal terminology, ensuring that translated terms preserve their intended legal significance and accurately reflect the meaning conveyed in the ST. Maintaining consistency in the use of legal terms is essential, as inconsistencies can lead to confusion, misinterpretation, and potential legal consequences.

In addition to terminology, the study will analyze grammatical structures and syntactic choices in both the source and target texts. This will help evaluate the clarity, coherence, and overall readability of the translation, especially in light of the structural differences that naturally exist between languages.

Another critical aspect of the analysis involves cultural and contextual adaptation. The researcher will assess how effectively the translator has addressed legal concepts or practices that may not have direct equivalents in the TL or its legal system.

Finally, the study will evaluate whether the translator has succeeded in preserving the original intent and meaning of the legal document. Even subtle shifts in meaning can result in significant legal implications, particularly in LTs, where precision is paramount.

This comprehensive comparison aims to uncover errors or issues that could compromise the accuracy, clarity, and legal functionality of the translated document.

4. The Jury Evaluation of the Translation

The jury evaluation constitutes a fundamental component of this study, offering expert insight into the quality and accuracy of the translated legal texts. A panel of three professors from the Translation Department at the University of Basrah has been selected to assess the translated commercial legal contracts. These experts were chosen for their extensive background in translation studies, with particular specialization in legal translation, ensuring that the evaluation is informed by a high level of professional competence.

Each jury member will independently examine both the original legal contracts and their translated versions. Their assessment will focus on several key areas: the accuracy of the legal meaning, the linguistic precision of the translation, and the extent to which the original intent has been preserved. The evaluation will also involve identifying errors that may have arisen during the translation process, including grammatical inaccuracies, improper word choices, semantic shifts, or cultural misinterpretations that could affect the legal clarity of the text.

Moreover, the jury will consider whether any of these errors compromise the overall legal meaning or the validity of the translated documents. Their evaluations will contribute significantly to understanding the effectiveness and reliability of the legal translations under study.

5. The Questionnaire

To complement the expert evaluation and further explore the impact of translation errors on the comprehension of LTs, a questionnaire will be administered to 40 students from the Translation Department at the University of Basrah. This instrument aims to collect subjective insights and evaluate how translation inaccuracies influence the clarity and perceived accuracy of legal content.

The selected students, who possess foundational knowledge of legal translation and general translation principles, will be asked to examine a selection of original legal contracts alongside their corresponding translations. The questionnaire will guide them in identifying whether specific types of translation errors—such as grammatical mistakes, incorrect lexical choices, semantic inaccuracies, or culturally inappropriate renderings—impede their understanding of the legal material.

This study is structured into three main components: (A) The analysis of legal texts and their translations (Parts 1–3); (B) The expert jury evaluation (Part 4); and (C) The student questionnaire (Part 5), which reflects perspectives on the future of legal translation.

Together, these components provide a comprehensive assessment of legal translation quality and its implications for both current practice and future development in the field.

5. Data Analysis

The analysis will involve a thorough examination of all texts translated by the translator at the Basrah Court. Each translated document will be scrutinized in detail to identify any errors made during the translation process and to assess their impact on the original meaning. The primary emphasis will be on discrepancies between the STs and their translations, as even minor translation mistakes can significantly alter the intended meaning and affect the interpretation of LTs.

This review will consider various types of errors, including linguistic, syntactical, and conceptual inaccuracies. Linguistic errors may include inappropriate word choices or flawed sentence structures, which can distort the original meaning. Additionally, errors related to legal terminology are of particular concern, given the specialized and precise nature of legal language. Beyond linguistic challenges, the analysis will also address issues arising from differences between legal systems and cultural contexts, recognizing that certain legal concepts may lack direct equivalents in the TL or culture.

The study will closely examine how these errors influence the overall comprehension of the LTs, with special attention to their potential effects

on decision-making by judges, lawyers, and other legal professionals. A detailed comparison between the original and translated texts will be conducted to identify instances where meanings may have shifted or been distorted due to translation errors. This comparison will also highlight any inconsistencies that could impact the outcomes of legal proceedings.

Each excerpt analyzed 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 shall be governed ⁽²⁾ by and construed according to Iraqi Laws, Regulations and Instructions, and the Iraqi Courts shall have 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 وفقاً 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</u> <u>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> <u>ستكون</u> 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 <u>ستكون</u> (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 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> العقد.</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 "الكامل 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</u> <u>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	المجهز <u>يضمن</u> ان المواد المجهزة بموجب العقد <u>ستكون</u> جديدة تماماً وغير مستعملة وستكون مطابقة من كل ناحية مع متطلبات العقد. <u>سيحق</u> أن يأمر (IDC) لصاحب العمل برفع اية مواد لم <u>تُجهز</u> حسب ما منصوص عليه في العقد من الموقع	Tense mistake, shall be is translated into ستكون, سيحق, Lack of knowledge, IDC is still in the translated text and translated into صاحب العمل

<p>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 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>.</p>	<p>والتعويض من قبل <u>المجهز</u> بمواد صحيحة ومناسبة، وفي حال لم <u>سيحق</u> لها <u>IDC</u> 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 <u>المجهز</u>.</p>	<p>Grammatical mistakes (word order), The supplier guarantees is translated into <u>المجهز</u> يضمن</p>
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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). "سيحق" is a tense mistake error as "يحق" (entitled to) 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=14

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</u> (the "Agreement") <u>is made and entered into on December 7,2018 by and between</u>	ابرّم 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, <u>Belt Way</u> 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 <u>بيلت واي</u> مسؤولة 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 <u>بيلت واي</u> without شركة

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 للنسبة 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 guarantee</u> .	تسدد نسبه الخمسه بالمائة المتبقية (٥٪) من مستحقات الطرف "الثاني" في غضون اثنين وعشرين (٢٢) يوم عمل من تاريخ إصدار <u>ضمان 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 awarded 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	إذا تم ترسية عقد (عقود) عقود الهندسة والمشتريات والبناء المذكور في هذا العقد بنجاح الى الطرف "الاول" 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	Redundancy, contracts is translated into عقد عقود عقد
		Incorrect choice of word, awarded is translated into ترسية

that Party B reserves the right to get consultancy service fee (the "consultancy service fee").	الاستشارية).	
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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: - نسبة التحويلات الإدارية عند قيام المشتري ومن خلال طرف ثالث بتنفيذ أي من التزامات المجهز 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 "التحويلات 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 "التحويلات 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
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	<u>فسخ العقد</u> بسبب الإفلاس: للمشتري الحق بفسخ العقد عن طريق إرسال مذكرة خطية <u>للمجهز</u> في أي وقت إذا ما أفلس <u>المجهز</u> أو تعسر. وفي هذه الحالة يتم <u>فسخ</u> العقد دون دفع أية تعويضات <u>للمجهز</u> ، على أن لا يؤثر هذا على أي حق في عمل أو إصلاح حدث ويمكن أن يحدث لاحقاً للمشتري.	Incorrect Word choice, Termination is translated into فسخ, supplier is translated into المجهز

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:

إنهاء العقد بسبب الإفلاس
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 <u>notices</u> given by one party to the other pursuant to the contract shall be in writing to the address specified in the	مذكرات التبليغ ١. أي تبليغ موجه من أحد الأطراف إلى الآخر استناداً للعقد يجب أن يكون خطياً ومرسلاً إلى العنوان المحدد في الشروط الخاصة بالعقد. "خطياً" تعني مكتوباً مع إثبات	Incorrect Word choice, Notices is translated into, effective is translated into نافذة Grammatical Mistakes, whichever is later is

<p>SCC. The term "in writing" means communicated in written form with proof of receipt.</p> <p>2. A notice shall be <u>effective</u> when delivered or on the notice's effective date, <u>whichever</u> is later.</p>	<p>بالاستلام. ٢. تعتبر المذكرة نافذة من تاريخ استلامها أو من تاريخ سريانها، أيهما أبعد.</p>	<p>أيهما أبعد, translated into</p>
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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

1. 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.
2. يعتبر الإشعار سارياً 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> <u>shall</u> 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	<u>التغليف والمستندات</u> <u>يجب على المجهز أن يؤمن شحن</u> <u>السلع إلى وجهتها النهائية المذكورة</u> <u>في العقد بطريقة تضمن عدم إتلافها</u> <u>أو إلحاق أي ضرر بها. يجب أن</u> <u>يكون التغليف، طوال فترة النقل،</u> <u>كافياً لتحمل التعامل الخشن</u> <u>والتعرض لدرجات الحرارة</u> <u>القاسية، والملوحة والتعرق</u> <u>والتخزين في أماكن مفتوحة. كما</u> <u>يجب أن يراعي حجم ووزن</u> <u>صناديق التغليف بعد الوجهة</u> <u>النهائية، ومعدات التعامل مع</u> <u>الحمولات الثقيلة في جميع مراحل</u> <u>النقل بما فيها الترنزيت."</u>	Incorrect Word choice , Packing is translated into التغليف Grammatical Mistakes , The Supplier shall is translated into يجب على المجهز

remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit."		
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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
<u>Settlement of Disputes</u> <u>1) Amicable Settlement</u> <u>The purchaser and the supplier shall make every effort to resolve amicably by direct cordial negotiation any agreement 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 fail, they may appeal to the following methods stated in the contract</u>	<u>فض النزاعات</u> <u>الحل الرضائي</u> <u>على المشتري والمجهز أن يبذلا</u> <u>بكل جهد ممكن لحل أي نزاع ينشأ</u> <u>بينهما بموجب العقد عن طريق</u> <u>المفاوضات الودية والمباشرة من</u> <u>خلال تشكيل لجنة مشتركة لدراسة</u> <u>الموضوع بعناية والتوصل إلى</u> <u>اتفاق وفق القوانين والتعليمات</u> <u>النافذة. وفي حالة فشل الاتفاق،</u> <u>بإمكان الطرفين اللجوء إلى الطرق</u> <u>المنبثقة في العقد.</u>	<p>Incorrect choice of word, Settlement of Disputes is translated into <u>فض</u> <u>الحل الرضائي</u>, <u>النزاعات</u> <u>المجهز</u></p> <p>Incorrect choice of word, fail is translated into <u>فشل</u></p> <p>Grammatical Mistakes, the purchaser and the supplier shall make every effort to resolve is translated into <u>على</u> <u>المشتري والمجهز أن يبذلا بكل</u> <u>جهد</u></p>

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 الودية" (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 يقوموا" 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 يقوموا", 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
2)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 (٨) للوثيقة القياسية وتبقى نافذة حتى ينفذ المجهز جميع التزاماته في العقد	Incorrect choice of word, Performance Bond is translated into كفالة 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 المجهز , نافذة

Analysis:

A. The ST indicates that the writer's intention is to outline the 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 their obligations under the contract. The TT reveals that the translator has committed several mistakes in the legal translation. The error in the translation lies in using the term "كفالة حسن الأداء" (Performance Guarantee) instead of "مستند حسن التنفيذ" (Certificate of Good Performance). This is a semantic error, as "كفالة حسن الأداء" typically refers to a financial guarantee provided by an external party to ensure the proper execution of the contract, whereas "مستند حسن التنفيذ" refers to an official document or certificate confirming that the contractor has completed their obligations as per the terms of the contract. Additionally, the error in the translation lies in the use of "المجهز" instead of "المورد". This is an incorrect choice of word. "المجهز" in Arabic can refer to a

person or entity that provides specific equipment or preparations, while "المورد" is the more accurate translation for "Supplier" in the legal and economic context, as it refers to the entity that provides goods or products in general. The error in translating "5% يقدم" is a grammatical error. In Arabic, the sentence "5% يقدم" needs to have the verb properly conjugated to match the subject. The correct translation would be "يُقدّم" or "يتم تقديم" instead of "يقدم". Therefore, the correct sentence would be "يُقدّم من قبل المورد" or "يتم تقديم 5% من قيمة العقد من قبل المورد", depending on the context. The error in using "نافذة" is that the text refers to the validity or commencement of something, and using "نافذة" is a semantic error. 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

من قيمة العقد قبل توقيع العقد طبقاً للشروط الخاصة بالقسم (٨) للوثيقة القياسية 5% يقدم المورد 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	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

Procedures stated in the civil proceedings code no. (83) of 1969.		
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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" / "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 يقوم" is not accurate, and it should be "أن يبذل" 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 "يقم 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</u> , <u>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 <u>المطابقة</u> .	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)This contract shall be executed by a duly authorized representative of third-party inspection	"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 قانوناً بموجب وكالة مصدقة أصولاً" 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 التنفيذ" appear, along with the incorrect use of "المجهز" and "نافذة" instead of "سارية". 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	43/105 40.95%	74/ 105 70.47%	12/105 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	95/680	176/680	179/680	140/680	60/680

word choice	13.97%	25.88%	26.32%	20.59%	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%

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.

Notes :

⁽¹⁾ This study is based on a thesis entitled “An Evaluation of Translating Legal Documents with a Special Reference to Commercial Texts at Basrah Federal Appeal Court” by the first researcher under the supervision of the second in 2023-2024.

⁽²⁾ 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.

⁽⁵⁾ 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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