

**ATILIM UNIVERSITY**  
**GRADUATE SCHOOL OF SOCIAL SCIENCES**  
**DEPARTMENT OF ENGLISH TRANSLATION AND INTERPRETATION**  
**TRANSLATION STUDIES MASTER'S PROGRAMME**



**THE STUDY OF CONTRACT TRANSLATION AND ITS  
CHALLENGES**

**Master's Thesis**

**Şebnem Aykaç Ömerođlu**

**Ankara - 2021**



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**Supervisor**

**Prof. Dr. N. Berrin Aksoy**

**Ankara -2021**

## ACCEPTANCE AND APPROVAL

This is to certify that this thesis titled “The Study of Contract Translation and Its Challenges” and prepared by Şebnem AYKAÇ ÖMEROĞLU meets with the committee's approval unanimously/by a majority vote as Master’s Thesis in the field of Translation Studies following the successful defense conducted in 03/02/2021.

Assoc. Prof. Dr. Aylin Akın (Chair)

Prof. Dr. Berrin N. Aksoy (Advisor)

Assoc. Prof. Dr. Gökçen Hastürkoğlu (Member)

Prof. Dr. Dilaver TENGİLİMOĞLU

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I hereby declare that;

- I prepared this thesis in accordance with Atılım University Graduate School of Social Sciences Thesis Writing Directive,
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Şebnem Aykaç Ömeroğlu

## ÖZ

AYKAÇ ÖMEROĞLU, Şebnem. Sözleşme Çevirisi ve Karşılaşılan Zorluklar, Yüksek Lisans Tezi, Ankara, 2021.

Bu tez, amacı sözleşme çevirisi ile çevirisi sırasında karşılaşılan zorlukları sunmak olan açıklayıcı tanımlayıcı bir çalışmadır. Çalışma amacına ulaşmak için nitel araştırma metodolojisi kullanılmıştır. Veriler çeşitli şirketlerden, bankalardan ve internetten edinilmiştir. Farklı konularda örnek sözleşmeler ve tercümeleleri kullanılmıştır. Sözcük ve sözdizimsel düzey bakımından sözleşme dili, teknik yazı özellikleri ve teknik çeviri kuramlarına özellikle önem verilmektedir. Bu çalışmada yapılan karşılaştırmalı analiz sözleşmelere ait en belirgin çeviri zorluklarının şunlar olduğunu gösterdi: sözcüksel zorluklar, dil bilgisi zorlukları ve sözdizimsel zorluklar. Örnek sözleşme çevirilerinde netlik, doğruluk, kesinlik gibi çeviri hedefler ile ödünç alma, uyarlama, belirleme, açıklama gibi stratejiler belirlenmektedir.

### **Anahtar sözcükler**

sözleşme çevirisi, teknik yazı, teknik çeviri, teknik dil, çeviri zorlukları

## ABSTRACT

AYKAÇ ÖMEROĞLU, Şebnem. Study of Contract Translation and Its Challenges, M.A. Thesis, Ankara, 2021.

This thesis is a descriptive study in which the purpose is to present contract translation and the challenges encountered during translation. Qualitative research methodology was used to achieve the study objective. Data has been obtained from various companies, banks, and the internet. Sample contracts and translations on different subjects are used. Special emphasis is given to the language of the contract in terms of lexical and syntactic levels, to technical writing, and technical translation theories. The comparative analysis conducted in this study showed that the most obvious translation difficulties for contracts were: lexical difficulties, grammar difficulties, and syntactic difficulties. Translation goals such as clarity, accuracy, precision, and strategies such as borrowing, adaptation, determination, explanation are determined in sample contract translations.

### **Keywords**

contract translation, technical writing, technical translation, technical language, challenges in translation

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## INTRODUCTION

In our increasingly globalized world, activities within both national and international society, between all units and various areas, from the individual to the country, have to take place following the legal rules. Legal order constitutes the basic element of contemporary social life. In daily life as well as in business life, we are faced with legal rules, even if indirectly, sometimes being aware of it and sometimes unnoticed. As Pagura (2017) mentions, we come across it when we buy something, use transportation, go to work, etc. We make and sign contracts for different reasons and on different occasions to protect our rights. It is a document of a legal basis for the protection of rights. The documents signed for telephone, water, internet, electricity, and similar subscriptions we have made with corporate companies, and the lease contract we have made with the owner of a house we rented are all contracts. In every kind of contract, the parties try to put what needs to be done in a certain legal order (Pagura, 2017, 96-97).

Özyıldırım (2000) adds that, today, in many countries, the contracts are divided into two groups as business contracts and consuming contracts, while previously it was divided as civil contracts and commercial contracts. Consuming contracts are for personal needs, such as buying goods or services and other necessities, whereas business contracts are for making money and future profits, like selling, providing services, and producing goods. As a result, the main purpose of all contracts is to regulate the relationship between people. In the contract, the parties find a title to the contract according to the context and their roles, and with signature, they witness and verify this contract; thus they confirm the content of the contract (Özyıldırım, 2000).

According to Doğan (2006), in literature, the concept of contract equals to the meaning of agreement, treaty, bond, and pact, in which it implies promising to give something to someone. However, in general, a contract can be defined as an agreement made by two or more parties to gain rights against each other and enter into an obligation. As stated by Associate Professor Ferhat Canbolat (2011), a contract is a legal transaction that occurs when two parties mutually declare their will. While, in Encyclopedia Britannica, Arthur Taylor von Mehren (2019) defines contract, simply,

as a promise that the law will enforce, Daskalopulu & Sergot (1997) claim that a contract refers to a written document of a legally binding agreement. In addition to these, in Wikipedia (Contributors, 2021) a contract is explained as an agreement that is a legally enforceable document between at least two parties because it meets the requirements and approval of the law.

From the point of view of definitions, a contract is a legally based document, supported by rules and law. Thus, the contract language is legal. The legal language contains technical terminology. However, it is different from other technical languages. It is difficult to write because a contract should be effective within the law, and should also be easy and understandable. According to Rhodes (1988), the legal relationship between various parties results in the creation of technical documents. When the laws and regulations are in question, the first technical document that comes to mind is the contracts. However, contracts are different from other technical documents as they are promissory. Besides, they are complex documents with multi-subject technical terminology when compared to other technical documents. Rukmini (2012) defines scientific and technical writing as being different from other kinds of writings because it is about essential information that covers business and government letters, reports, consumer contracts, product instruction, forms on tax, legal rights, rules, regulations, and laws.

Contracts may be included in the body of legal texts but with distinctive linguistic and technical specificities. This means, they have a special language of law and are used for special-purpose communication. Like other technical documents, it has specific features and a particular text structure with specific words, expressions, and tenses. In technical writing, the purpose is to convey information to the reader. In contracts, the aim is to convey specifications to the parties. Budinski (2001) states that whatever your technical writing is, it has a specific format, and centres on a specific subject with a goal of sharing useful information or knowledge. In order to share the information of knowledge effectively and efficiently and to present understandable writing, some key characteristics make technical writing different from other types of writing (Budinski, 2001, p. 1).

According to Britton (1965), in technical writing, individuals and companies are affected by communication. Thus, it is important to convey the information as clear and understandable as possible. The meaning should be clear, precise, and unambiguous (Britton, 1965, pp. 113-114). Klare (1977) states that technical language can be controlled with the linguistic approach, that's the lexical and syntactic rules. This linguistic approach differs in legal language according to the culture, legal system, and laws of a country. Hence, legal language has its characteristics (Klare, 1977, p. 2). Stupnikova (2017) claims that effective writing means good technical writing. Good writing skills and good contract drafting go together. When a contract is written well, it will sound like a story. From the beginning to the end, a contract conveys the rights and obligations of the parties in an understandable manner for the reader. If the parties fail to understand the agreement, they cannot take responsibility and will not sign it. Thus, when the contract is drafted in a clear, precise form, the parties will have a better understanding and the problems will be fewer. Nothing in the contract should affect the readability negatively. Readability is achieved with an effective style and organization. So, if the contract is drafted effectively in a proper style and writing, many disputes will be avoided (Stupnikova, 2017, pp. 178-179). According to Cohen (2008), an efficient contract, as technical writing, should define its terms, use short sentences, avoid passive voice and repetition, use simple sentence structure and clarify ambiguities. Thus, a well-written contract is both an art and a science (Cohen, 2008, p. 1). Moreover, Liu (2017) states that when a contract includes more cultural and economic content, the requirements of its writing style become more important.

According to Iturbe (2017), within the scope of advancing international commercial activities, some contracts are prepared in foreign languages, especially in English. It is the era of globalization and the digital revolution in which information is at people's fingertips. English contracts are new forms of technical communication and negotiation (Iturbe, 2017, p. 2).

As Stupnikova (2017) states, the language of a contract is usually complex and technical. It is a special legal language for technicalities. The archaic, legalese, verbosity and redundancy, and technical terminology make it difficult and ambiguous

to understand for a non-lawyer and for someone who is not familiar with that technical subject (Stupnikova, 2017, p. 177). Besides, Rhodes (1988) indicates that the words in contracts have two purposes. One is to cover legal obligations and the other is to clarify these obligations for the reader. Due to this nature of the contract language, not only writers, and translators, but also readers have problems. Considerably, contracts are texts that routinely have incomprehensible phraseology. Explicit or implicit legal technical features make it difficult to translate. Moreover, the source and target language mismatch can obstruct these difficulties (Rhodes, 1988, p. 315).

Hence, although contracts are legal types of texts, due to their technical qualities, they need special handling by the translator, who has to take into consideration that these texts are technical as well. In the translation of contracts, all distinguishing characteristics of grammar, vocabulary use, and stylistic appropriation must be noted.

Translation is one of the communication tools between cultures and countries. As Göktürk (2008) states in his book, "*Dillerin Dili*", nowadays, the need for translation is not only for transferring the meaning of a word from one language to another, but also a sign of life, which is indicated by each language (Göktürk, 2008, pp. 17-22).

Today's global trade makes translation important. As Newmark (2001) mentions, the importance of translation theory begins with the development of trade. It is important to communicate the messages in all kinds of trade and cultural as well as economic and technical contacts. Different cultures might receive messages differently (Newmark, 2001). Besides, according to Simoneas (2013), communication with the audience is important in translation, as the role of the technical translation is a communication process that is aimed at a specific audience. The contract translation is naturally linked to the legal culture of the source text. This is usually different from the legal culture in the target text (Simoneas, 2013, pp. 91-102).

Aksoy (1998) defines technical translation as the translation of texts, which are produced in all fields of science and technology, and require the use of special-purpose language together with specific terminology based on three main objectives; clarity, concision, and correctness.

As Ali (2016) states that technical translation's goal is to convey technical information to a new audience. The purpose is not to rewrite the source text or show its style or language. Technical translation is an easily accessible (in terms of comprehensibility and clarity) communicative service responding to the demand for technical information. Unlike general language; certain syntactic, semantic, morphological, terminological, genre, abbreviations, pragmatic and stylistic features, which make the contract translation challenging for translators (Ali, 2016, p. 125).

According to Ali (2016), legal translation is an extremely challenging job due to the nature of legal terminology and its certain syntactic, semantic, and pragmatic rules. Moreover, legal translation is a highly sensitive field in translation since it not only covers purely texts of law, but texts that have a legal dimension such as contracts and other technical instruments are its subject matter (Ali, 2016, p. 126).

In the translation of contracts, the features of contract language are helpful to achieve a clear, concise, and accurate document. These features help handle the challenges of contract translation through lexical level and syntactic level in linguistic approach.

As Chen & Yun (2014) state that contract language conveys special unique features in lexis and syntax. The analysis of the lexical features, including the first letter to be capitalized, formal words, technical terms, archaic words, borrowed words and modal verbs, and syntactic features, including long sentences, declarative sentences, and the usage of placing negative words ahead will help legal translation (Chen & Yun, 2014, p. 1).

On the other hand, for the help of translation, Pan (2014) analyses the language of contract in lexical, grammatical, and syntactical terms according to bottom-up approach and top-down approach. According to his analysis, lexical meaning is the first challenge in the translation. Contracts are generally composed of terminologies, formal terms, parallel synonyms, and archaic words in lexis. For the sentence structure, contracts have characteristics of prolixity, preciseness, and perplexity. Besides, passive voice and "shall" are frequently and widely used in contracts (Pan, 2014, p. 70).

As Özyıldırım (2000) states that there are also studies of stylistic features of the contracts at vocabulary and sentence characteristics levels, whereas there is also analysis of contracts at three levels such as lexical, syntactic, and discourse. According to the analysis, contracts constitute a text type that regulates and defines human relations with their own word choices, syntax structures, and special types of discourse arising from the contractual context (Özyıldırım, 2000, pp. 43, 50). On the other hand, Liu (2017) states that according to the studies of the characteristics of vocabulary and sentence, the wording of the contracts are accurate whereas the sentence structure that is the combination of long and short sentences makes a good understanding of the obligations and rights. The writing style is dependent on the characteristics of the context itself (Liu, 2017, pp. 300-301).

Within this background, the starting point of this thesis is the assumption that in multilingual contracts there have been misunderstandings by parties because of the translation, and these lead to disputes between parties. Hence, in this study, the significance of contract translation in terms of language and text type qualities will be emphasized. Consequently, the importance of this study is to present text type of contract and the challenges of contract translation within the framework of technical translation objectives and methods.

The answer to the following research questions will be sought for in this study on the significance of contract translation and its challenges:

- 1) What types of text are contracts?
- 2) Why technical writing is important in contract translation?
- 3) What is the importance of translation methods/procedures, used in contract translation?
- 4) What are the reasons for the challenges in contract translation?

Thus, the purpose of this thesis is to research the challenges in contract translation within the frame of technical translation as part of the body of legal texts with distinctive technical qualities and to discuss methods of contract translation on a theoretical basis. In line with all these studies and analyses, problems encountered in the translation of contracts can be identified, explained, and corrected more easily.



The comparative analysis of this thesis has been carried out within the framework of the lexical, grammatical, and syntactic challenges from the point of technical translation objectives; that are, clarity, concision, and accuracy.

In order to provide answers to the above questions, this thesis is organized in the following manner:

Chapter I presents technical writing, types, and features of technical writing.

Chapter II presents technical translation, the aspects of technical translation, cross-cultural communication, and the theories of technical translation.

Chapter III presents the contract translation challenges within the framework of technical translation objectives and methods through the examples from several contracts.

Consequently, the evaluation of the methods used in the sample contracts within the framework of the lexical, grammatical, and syntactic difficulties through Mark Herman's three objectives, which are clarity, concision, and correctness, provides an overview by guiding the contract translators.



## CHAPTER 1. TECHNICAL WRITING

As Dubey (2017) states technical writing is a form of technical communication for technical, professional, and academic areas which aims to convey ideas, opinions, observations, instructions, and suggestions. Contracts and documents with contractive qualities rely heavily on the elements of technical writing (Dubey, 2017, p. 27).

According to Dubey (2017), in today's business environment, written communication is considered as the basis of communication since activities such as selling and purchasing products, dealing with company partners or customers are principally executed in written form (Dubey, 2017, p. 3). Rukmini (2012) states that technical communication is an application set that consists of both drafting and sharing information, ideas, and written documents. Therefore, technical writing is one of the channels for technical communication (Rukmini S., 2012, p. 30). In other words, Race (2016) believes that technical writing is a form of technical communication in technical, professional, and academic fields. This type of writing has become a tool for companies to enter the market and to keep surviving in the dog-eat-dog world. Engineers and scientists use their technical writing skills to excel in their area of profession and research (Race, 2016, p. 2).

According to Jayaprakash (2008), technical writing goes back to historical and ancient scripts. Its formal name was given a few decades ago. The Code of Hammurabi, written in 1780 BC by King Hammurabi, and Origin of the Species, which was written by Darwin can be given as examples (Jayaprakash, 2008, pp. 17-19).

As Naisbitt (1982) states that the beginning of the information society in 1956 and 1957 was the turning point for technical writing because individuals started to deal with information instead of production from that time on in work settings.

Jayaprakash (2008) indicates that technical writing was admittedly advanced with the invention of the computer. In the 1960s, many colleges in the USA offered degree programs in technical (and scientific) writing. In the 1980s, technical writing was accepted as a profession, and therefore it is said to be the golden age of technical communication. In 1988, with the huge development of systems, technical writing

exploded. In the 1990s, with the ISO 9000 certification requirements, technical writing was improved. The number of required documentation has continued to increase (Jayaprakash, 2008, pp. 17-19). Therefore, with the development of technical (and scientific) knowledge, the exchange and the accessibility of this knowhow have been needed and became important (Naisbitt, 1982).

### **1.1. What is Technical Writing?**

There is always a debate about the proper definition of technical writing. According to Britton (1965), technical writing is an ambiguous concept without a precise definition since its foundation. When technical writing is compared to other types of writing, it is very easy and clear to define and identify (Britton, 1965, p. 114).

Some like Malvar (2008), Hall & Wahlin (2016) believe that technical writing is different from other kinds of writing. Like other documents, technical documents require effective communication with the reader (Malvar, 2008, p. 129; Hall & Wahlin 2016). Gerson & Gerson (2000) believe that the difference is based on its purpose. Since technical writing is aimed to inform the reader, it is like a bridge between you, your customers, your manager, and your colleagues (Gerson & Gerson, 2000, pp. 1-3). Apart from other types of writing, technical writing receives feedback from the reader. There is always an action. While preparing technical writing, the aim is based on the audience and this affects the tone of the writing. Hence, according to Khan, (2019), it is a kind of communication. It is important to know what we are communicating (the information or knowledge), who we are communicating with (the reader) and why we are communicating (the purpose) (Khan, 2019, p. 80). Moreover, it is important to catch the attention of the target audience while preparing and writing the technical document (Hall & Wahlin, 2016, pp. 2-3).

Britton (1965) states that between the 1950s and 1960s, it is believed that the definition of technical writing was mostly based on its subject matter. Sometimes the word “technical” is stressed, sometimes the word “writing” is stressed, and it differs from linguist to linguist. It is accepted as a piece of technical writing regardless of whether the process or the subject concerns technology (Britton, 1965, p. 7).

According to Harris (1978), towards the beginning of the 1980s, with the unprecedented developments in technology, the subject matter and forms of technical writing were expanded, and different approaches together with aspects became the basis of technical writing (Harris, 1978, p. 135). As Kelly (1976) states, technical writing was defined as a kind of writing which is based on three aspects: a subject in science and technology, purpose to inform the reader, and the writer's objectivity in attitude (Kelley, 1976, p. 2).

Technical writing is a written communication prepared and presented objectively, logically, accurately by a knowledgeable person for specific readers who are at technical and decision-making levels.

On the other hand, Wallwork (2014) indicates that by the end of the twentieth century, technical writing was explained as a skill that can be gained by learning some simple ideas for writing the documents clear and efficient (Wallwork, 2014, p. 15).

According to Markel (2012), there are various definitions of technical writing. However, the commonality of all these definitions is their purpose, which is to share information with specific readers. Sharing this information is like a chain, it affects the reader, and the reader affects the tone. Therefore, all affect the types of technical writing. Based on the information and audience, technical writing covers many genres and writing styles (Markel, 2012, p. 13).

## **1.2. Types of Technical Writing**

As Rukmini (2012) states technical writing covers various kinds of correspondence, which are written by various people to inform and transfer information in multi-specialist fields. In general, there are limitless types of documents and forms for technical communication of which contracts are among the most widely used. Through the use of technical writing, a good customer/client relationship is achieved and kept. These correspondences are like scientific journal articles, books, reports, fliers, advertisements, contracts, pamphlets, brochures, leaflets, product description, etc. (Rukmini S. , 2012, p. 30)

Technical writing is categorized in different ways. Budinski (2001) grouped it according to information, subject matter, or its purpose. Accordingly, as seen in Diagram 1 Budinski (2001) groups technical writing in four major categories as daily reports and communications; education and teaching documents; specialized writing documents like manuals, guidelines, or procedures and legal documents like patents and contracts whereas Laplante (2019) classifies them according to their information as seen in Figure 1 (Laplante, 2019, p. 3; Budinski, 2001, p. 2).

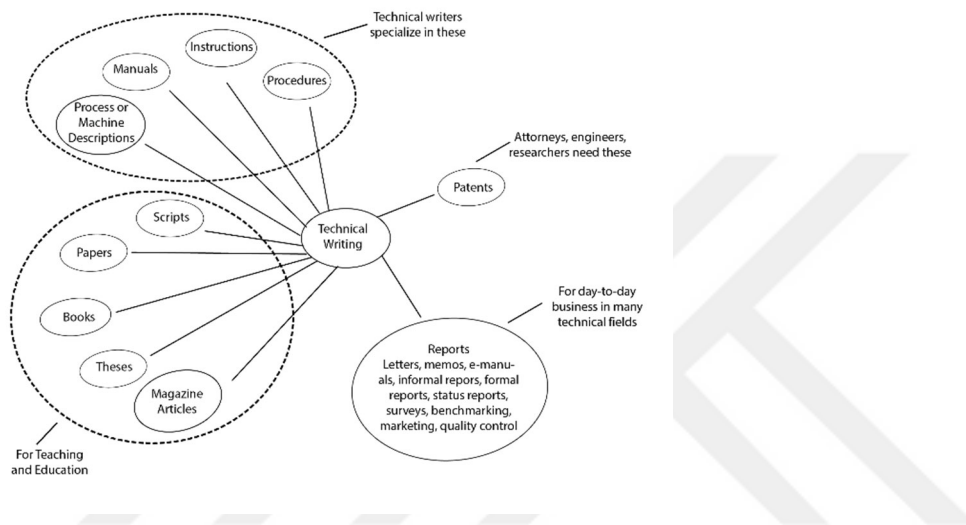


Diagram 1. Spectrum of technical writing (Budinski, 2001, p. 2)

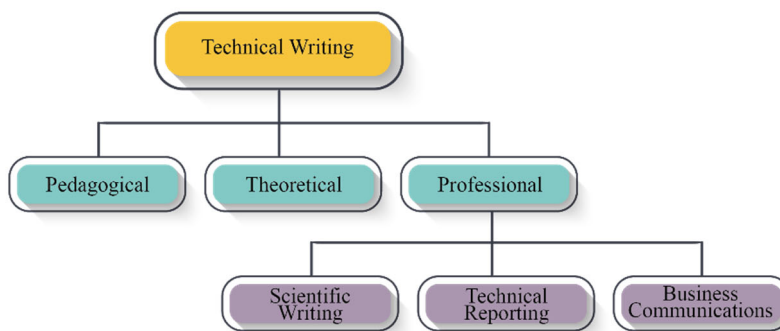


Figure 1. Types of technical writing (Laplante, 2019, p. 3)

Although authors classify technical writing in different categories, the documents are the same. According to Laplante (2019), pedagogical technical writing is based on teaching, such as a calculus textbook or a book for the novice photographer. Theoretical technical writing covers various kinds of theoretical and applied research. Professional technical writing is the broadest one and responds to the needs of various

professionals. In professional technical writing category, there are documents of technical reporting, business communications, and scientific writing (Laplante, 2019, pp. 3-4).

On the other hand, Borowick (2000) grouped the same documents and forms in different but similar categories. The approach taken to classify them is as business communications, planning reports, and deterministic reports (Borowick, 2000, pp. 5-8).

According to Laplante (2019), technical reports are documents that are prepared for supervisors, subordinates, peers, customers, clients, and various government agencies. Typical technical reports may be grouped as progress reports, safety reports, analysis reports, bug reports; specifications, contracts, proposals; manuals, instructions, procedures, facilities descriptions; environmental impact statements, planning documents, feasibility studies, and patents. Business communications include a large spectrum of correspondence. They are day-to-day business documents especially regarding the management and administration of products, projects, and personnel. Typical business communications may be grouped as resumes, cover letters, HR communications; letters, memos, e-mails, notes; periodic reports, trip reports; customer relations writings, surveys, and administrative communication. Scientific writing covers research documentation and scholarly publications for education and teaching. Typical scientific writings may be grouped as books, journal and magazine articles, conference proceedings, newsletters, scripts, papers, and theses. These technical publications vary by authority (Laplante, 2019, pp. 4-10).

In other respects, as seen in Table 1, according to Jayaprakash (2008) technical writing can be classified in a wide frame to give an idea about the various types and categories of technical documents (Jayaprakash, 2008, p. 16).

<b>Traditional Documentation</b>	<b>Marketing Communication</b>
Proposals	Web Pages
Data Sheets	Fact Sheets
Executive Summaries	Brochures and catalogues
Multimedia Presentation	White Papers
Presentations and Reports	
<b>User Documentation</b>	<b>Policies and Procedures</b>
Tutorials	Organizational Procedures
Training Materials	Operating Procedures
Computer Based Training (CBT)	ISO 9000 Documentation
Web Based Training (CBT)	Policies and Procedures Guide
<b>Journalistic Documentation</b>	<b>Promotional Documentation</b>
Professional Journals	Promotional Materials
Commercial Magazines	Marketing Materials
Online Magazines	Newsletters
	Brouchers
<b>Technical Documentation</b>	
User's Guide	Functional Specification
Installation Manual	Release Notes
Getting Started Guide	Troubleshooting Manual
Programmers Guide	Hardware Manual
Systems Administration Guide	Reference Guides
Tutorial Guide	Online Help

Table 1. Categories of technical documents (Jayaprakash, 2008, p. 16)

According to Budinski (2001), generally, whatever the type of technical writing is, it has a specific format and centres on a specific subject with the goal of sharing useful information or knowledge. In order to share the information of knowledge effectively and efficiently and to present understandable writing, some key characteristics make technical writing different from other types of writing (Budinski, 2001, pp. 10-12).

### 1.3. Features of Technical Writing

According to Britton (1965), technical writing is based on the effort of the writer to provide one meaning and that meaning should be clear, definite, precise, and unambiguous. In other words, as Naisbitt (1982) states to have effective communication we need to use technical writing effectively.

According to Greavu (2019) believes that individuals and companies are affected by communication. Therefore, the purpose of communication is to convey the



information as understandable as possible. Besides, Weiss (2015) believes that if communication is poor, there may be the risks of serious misunderstandings, whereas Annett (1992) calls these risks the most common errors of technical writing. In other words, there may always be risks in technical communication and there are many reasons that increase these risks. However, according to Malvar (2008) when the reader is taken into consideration by the writer, it is easy to eliminate most of the risks and to achieve effective technical writing.

Some linguists agree that effective technical writing means good technical writing. In business life, it is important to transfer the information clearly and efficiently for the reader or the translation of the document. Effective communication is based on the use of language. The reader can understand the information easily when the document is clear in all levels of the language. That is, the document is suitable from its syntactic level to lexical level and from lexical to mechanical level. However, Klare (1977) explains reading quickly and understanding clearly as readability features of the technical writing.

As Weiss (2015) states, while it is sometimes difficult to communicate with native English speakers clearly and straightforwardly, it is much more difficult to do this with non-native English speakers. Therefore, it is important to write in a readable style to eliminate the risks. This can be done by using short words, short sentences, avoiding idioms and expressions with many meanings (Weiss, 2015, pp. 38-62). While he states that technical writing must be simple, clear, unambiguous, and culture-free especially for non-native English speakers, Riordan (2014) believes a style must be managed to make technical writing easier to understand and translate. It should even be organized for the simplicity of translation. According to Wilkins (1977), many tips are being used for good, clear, unambiguous writing; such as to write in clear subject-verb-object order, not to omit little words, not to use long nouns phrase, etc. Moreover, Borowick (2000) underlines the effectiveness of a message by having more understandable writing, by being direct, by using proper expressions and proper verb tense for technical documents.

The agreed-upon principles or basics for effective communication, that is a good technical writing, are various from one scientist to another. Accordingly, Malvar

(2008) lists these basic principles in seven items as accuracy, conciseness and clarity, good organization and structure, good English usage, usefulness, ethicalness, and being targeted for the audience (Malvar, 2008, p. 130). Besides, Kennedy (2004) identifies the same ideas and points under different categories as to knowing the reader, attitude and approach, style, and word choice, whereas Rehou (2005) gives importance only to the organization, clarity, and directness.

According to Malvar (2008), Klare (1977) defines word and sentence difficulties as the two characteristics of a language, whereas Kmiec & Longo(2017) call them lexical techniques and syntactic techniques (Malvar, 2008, p. 129).

From all these points of view in the linguistic approach, we can control different kinds of languages according to lexical and syntactic rules. By lexical rules, we can control the word choice and by syntactic rules, we can control sentence structure, and indirectly we can control the paragraphs. Strunk (1999) writes in *The Elements of Style*, “A sentence should contain no unnecessary words, a paragraph no unnecessary sentences for the same reason that a drawing should have no unnecessary lines and a machine no unnecessary parts”. Besides, as clarity, conciseness, and coherence are the aims of technical writing, writers should be careful in choosing the words, use simple, straightforward sentence constructions. Every word must have one meaning and, from the beginning to the end of the technical writing, the reader should be able to understand a sentence without reading it several times (Strunk, 1999, p. 23; (Alencar& Marcelo Sampaio de Alencar, 2017)).

According to Raman & Sharma (2015), to improve the quality of writing, writers should try to choose the right words and sentences, build grammatically and logically correct sentences, and therefore create consistent paragraphs.

### **1.3.1. Lexical level**

Vieria (2011) states that technical writing is different from other writings. It is a type of writing that is simple, objective, and concise, without any literary skills, in which all the common flair is removed, and does not contain complex terms and elaborate expressions. While being simple, no details should be omitted, simple explanations should be preferred, and the reader should not be overwhelmed with

encyclopedia information so that they can understand what they are reading (Vieria, 2011, pp. 22-25).

According to Alencar, Marcelo Sampaio de Alencar (2017), the communication between the reader and the writer is more efficient with lexical revisions. Lexical revisions are based on word choice. It is important to know where to use the right word to transfer the accurate meaning. Therefore, the reader can receive the information you want to convey (Alencar & Alencar, 2017, pp. 65-70).

The economy of words is an important problem in technical writing. As Strunk (1999) mentions in "The Elements of Style" a sentence should not include unnecessary words, there should not be unnecessary sentences in the paragraph resulting in wordiness. Consequently, the length can be adjusted according to the content and style (Strunk, 1999, p. 23). Therefore, according to Greavu (2019), some redundant adjectives that have the same meaning as the noun such as foreign imports, close proximity, first priority, group meeting, past history, future plan, personal opinion, important essentials, new breakthrough, some adverbs that have the same meaning with the verb like repeat again, join together, absolutely perfect, cooperate together, perfectly clear can be omitted, and some phrases that can be replaced with one word like on the other hand ("however" can be used), during the course of ("during" can be used) can be simplified (Greavu, 2019, pp. 62-63).

As Greavu (2019) highlights, the next problem is the selection of words which means choosing commonly used words or avoiding more technical terminology. The rule is not to use jargon and difficult words. Try to use the words for the benefit of foreign readers. For example, use the word destroy instead of annihilate, use verify instead of corroborate (Greavu, 2019, pp. 64-65). Also, according to Prayag (2020), there is no one formula for the proper selection of words. The writer should address the lowest common denominator of the reader groups. The proper words for the readers must be used. Using simple and familiar words helps to convey the information and message more effectively (Prayag, 2020, p. 421).

According to Budunski (2001), it is better to limit or eliminate acronyms. They are highly seen in emails and SMS and are acceptable in informal correspondences.

Technical jargon is more acceptable as part of technical communication. The significant and easy way to make a technical document understandable is by avoiding the use of acronyms. This feature is especially valid in long term valued official documents (Budinski, 2001, pp. 111-115).

Budinski (2001) states that another important and debated problem is the use of passive and active voices. Passive voice is not accepted by professional writers and educators because they think that the reader understands the text information without a passive voice. They believe the document can be more understandable and readable when the author writes in active voice (Budinski, 2001, p. 117). Likewise, Rukmini (2012) believes that it is beneficial to use active voice as it increases the clarity and readability of the technical document. From a different point of view, Raman and Sharma (2015) state an opinion similar to Rukmini (2012) indicating that except for some specific reasons and occasions such as in contracts that have legal qualities as well, it is better to use active voice rather than passive because it helps an economy of words, hence makes the sentence shorter. Passive voice always needs a helping word (Rukmini, 2012, p. 32).

On the other hand, Evangeline and Ganesh (2016) accept the use of active voice only for non-technical writings because they believe that active voice is “a bad writing style in technical writing” and also, it is not a desirable use in legal language.

Moreover, Rehou (2005) claims that an active voice conveys concise writing. He states that the document would be stronger, direct, and convincing with the use of active voice. Meanwhile, according to Greavu (2019) the use of active voice is beneficial for technical writing in business life. It is believed that when a writer rewrites passive sentences in the active voice, the writer would improve his message.

### **1.3.2. Syntactic level**

Raman & Sharma (2015) claims that most of the technical documents are read because it is part of a job. In such circumstances, the readability factor is important as people do not have much time to spend on reading. Readability and understanding of the technical document depend on effective sentences and paragraphs. Therefore, it is

important to know how to write effective sentences to achieve an effective technical document (Raman & Sharma, 2015).

According to Budinski (2001), in technical writing, sentences do not cover any negative words, idioms, slang, and grammar, or punctuation errors. These mistakes convey unclear, unambiguous, long, complex sentences. A proper technical writing sentence is neither too long nor difficult to read nor too short to present missing information (Budinski, 2001, p. 119).

As Rukmini (2012) states, long sentences always put either the author or the technical document at risk. The reader can memorize ideas, not words, after reading a paragraph of the document, as he understands it. Turk & Kirkman (1989) argue that in reading long sentences there is always either inaccurate or incomplete information about what the document is about, and agree with others that long sentences are difficult to read and that clear short sentences are better. Technical documents with clear, readable, and understandable sentences can improve even non-technical reader's language. Plain language is accepted in the work settings (Turk & Kirkman, 1989, p. 80).

So, a variety of sentences can be used but it may lose its clarity and readability. According to Budinski (2001), simplicity is important for technical writing more than the other kinds of writing. By using short sentences, the amount of information can be limited and convey better meaning to the reader. When it is simple, the document makes more sense (Budinski, 2001, pp. 123,125). A lot of information can still be conveyed in a short sentence. On the other hand, Last (2019) indicates that this does not mean long sentences are not used. They can be used in special circumstances like summarizing, listing, etc. The important point here is to know where to use short sentences and long sentences in technical writing (Last, 2019, p. 27).

Concerning the above studies on technical writing, the nature of contracts renders it difficult to apply all the qualities of technical writing due to contracts' legal dimension, as well as it is difficult to apply solely legal writing qualities due to the contracts' technical characteristics. As mentioned earlier, translators must adopt a

wide approach to contract translations taking into consideration contracts' legal and technical characteristics.



## **CHAPTER 2. TECHNICAL TRANSLATION**

Taking into consideration the different choices made by translators, translation can be classified as literary and non-literary translation. Literary translation deals with texts which are the product of an author's imagination, such as plays, poetry, and prose-like novels and stories, whereas non-literary translation, which is also called technical translation, covers a wide range of purpose-specific texts.

Byrne (2006) argues that far from the attractiveness, excitement, and splendour of other types of translation, technical translation is the sub-function of the translation activities and technical communication in terms of not only its content but also of its style and presentation. It deals with technological texts and fields or subject areas that have unique or specialized terminology. It is nothing more than a study of specific terminology and subject knowledge. In fact, these factors are thought to be a translator's nightmare (Byrne, 2006, p. 3). Nevertheless, Aksoy (1998) acknowledges that technical translation comprises the experimental and descriptive texts in science and technology; and it covers texts on advertisement, journalism, propaganda etc., and all fields of science other than literature (Aksoy, 1998, pp. 71-72).

As technical translation constitutes the majority of the translation, its specific aspects that differentiate it from literary translation, the importance of cross-cultural communication, and theories that construct its formation should be examined.

### **2.1. Aspects of Technical Translation**

Texts produced in any science field, as well as texts that use a special-purpose language, can be defined as technical texts. Thus, technical translation covers a wide range from texts on chemistry to economics, from law to geography, and from repair manuals to user guides.

Byrne (2006) states that basically, technical translation can be characterized according to subject matter, type of language, and the purpose. It is acknowledged that technical texts are useful and have a definite purpose. It is important to transfer the technical information to the reader clearly, effectively, and simply (Byrne, 2006, p. 10). From this point of view, he addresses that technical translation is similar to technical writing to communicate technical information in a clear, precise, and correct

way. Thus, the challenge in technical translation is to ensure the presentation of information in a manner that the readers can use the information easily and effectively (Byrne, 2006, p. 10).

According to Aksoy (1998) in technical translation, while the style, section, structure, and punctuation may depend on the choice of the translator, he has to determine the purpose and target audience of the translation very well while making this choice. The main element in technical translation is the message, and the message must be correctly and completely conveyed to the target language (Aksoy, 1998, p. 75).

The aspects of technical translation can be seen through its objectives. According to Raffel (1991), the translator's objective is to create a comprehensible target text, to transfer the content of the original document, and to deal with the lexical and syntactical features of source and target language. From this point of view, it is important to know and transfer the content of the original document (Raffel, 1991, pp. 100-119). Besides, Herman (1993) states that technical translation should directly transfer the meaning of the source document as fully as possible. Purpose-oriented ambiguities and ungrammatical structures are not the elements of technical translation. He put forth the objectives of technical translation as clarity, concision, and correctness. The main objectives of technical writing in terms of style are also the objectives of technical translation. In fact, because of that it may be stated that a technical translator is a technical writer (Herman, 1993, p. 12).

According to Aksoy (1998) clarity in the translation means that the sentences of the target language are needed to be reformed in contextual and terminological meaning when the source and target languages differ in terms of syntactical and lexical features (Aksoy, 1998, p. 79).

As Aksoy (1998) states concision in the target text is achieved by performing a translation that does not lead to excessive word crowds, and it may sometimes be obtained by improving the basic organization of the original document.

Aksoy (1998) believes that there are two meanings of correctness in a technical translation. First of all, it means correct re-creation of the ideas and terminology of the



source language in the target language. It is impossible to achieve if the translator does not have detailed knowledge about the subject matter of the document to be translated, and also if the translator does not have sufficient and necessary equipment to prepare the correct terminology. Secondly, with the element of 'correctness', it is explained to present a correct technical text against the mistakes in the source text (Aksoy , 1998, pp. 79-80).

Newmark (2001) states that while translation methods are for texts, translation procedures are for the smaller units of language. Sometimes literal and word-for-word translation methods are chosen in legal documents and it causes a loss in context, meaning, or implications (Newmark, 2001). However, according to Stepanova (2016), it can be referred to, while translating the names of institutions or titles of documents.

According to Byrne (2006), to this end, technical translators have to find unique and creative linguistic ways to present effective, clear, and appropriate information, and to achieve successful communication. The choices of the technical translator will differ according to the subject area in which the technical translation is conducted (Byrne, 2006, p. 80). On the other hand, Chen (2019) states that in the case of the translation of a business contract, the use of business English, which has distinctive features in vocabulary (professional vocabulary, abbreviations and synthetic words, borrowing of ancient and foreign words etc.), syntax (long sentences, declarative sentences, sets of phrases etc.), discourse (fixed format, formal and concise language, accurate and rigorous style, solemn and polite tone) and society is expected from the translator (Chen, 2019, pp. 160-161).

According to Kingscott (2002) and Vierra (2011), nowadays together with the equivalence between words, the cultural background of the target language is important in the translation of the information. For this reason, not only the technical correctness but also the education and the comprehension ability of the intended reader should be considered in transferring the goal of the writer in the target text (Kingscott, 2002, p. 248; Vierra, 1997, p. 435). Within this context, Piotrowska-Oberda (2017) states that the accuracy and the effectiveness of the technical writing depend on not only the company's specialized knowledge but also on the transfer of this knowledge through language and culture.

## 2.2. Cross-Cultural Communication

According to Loiacono (2015), nowadays, with globalization, the need for communication bridges has become even more important to close international legal and cultural gaps. Similarly, in international text translations, difficulties are encountered due to legal and cultural differences (Loiacono, 2015, pp. 328-330).

There is an inseparable bond between language and culture. Taking this into consideration with the fact that neither individuals nor languages conceptualize the same situation in the same way, it cannot be expected to translate any text with precise linguistic and semantic.

According to Çakır (1996), there is an interlanguage transaction, an exchange, a comparison in translation, and language and culture cannot be considered as separate abstract concepts; thus, the structure and function of language and hence linguistics, especially semantics and sociolinguistics, are involved in translation (Çakır, 1996, p. 97).

As Stepanova (2016) states the effective and sufficient semantic presentation of the content indicates the quality of translation. This makes way for certain challenges. Even though equivalence of form, meaning, and expression between the source text and the target text is aimed in translation, since meaning and expression are not abandoned, neither the letter nor the spirit can be given exactly right (Stepanova, 2016, p. 1330). Schroth (1986) states that, as a result of the differences between languages, purposely something is always lost in translation, however a competent translator can make the reader feel that the lost part is not important. This is why Erten (1992) indicates that whether literary or technical, translation depends on the translator's cultural background, intuition, skill, and knowledge.

Olk's (2003) study, which was conducted at a German University, sheds light on the importance of cultural knowledge to translation. As a result of comprehension of source language culture and concepts, it is seen that overt knowledge problems, no knowledge problems, and covert knowledge problems may arise. In a replication of Olk's (2003) study in Turkey, it is seen that many of the terms were left untranslated

as they were considered as proper nouns because of the uncertainty and lack of knowledge for the cultural references.

Schroth (1986) indicates that when the subject matter is culturally independent, the translation is almost satisfactory. On the other hand, Erten (1992) states that the translation of proverbs, idioms, and foods is difficult because it is closely related to the countries' cultures. Similarly, according to Harvey (2002), it is being a mixture of different systems limited by national and linguistic boundaries is one of the most remarkable features of law. Therefore, it confronts the translator with the problem of finding the equivalents of terms, concepts, institutions, and organizations linked to the culture. This is an argument for the special status of legal translations (Harvey, 2002, pp. 179-180). According to Altay (2001), as translation of legal texts are also culture oriented, the most obvious challenge in their translation is to give the cross-cultural conceptual differences because every country has its legal system and therefore has its legal terminology.

According to Sarcevic (1997) legal language is a special-purpose communication between specialists whereas Harvey (2002) believes that to identify legal texts one should look for a document that may be a part of the judicial process like contracts, wills, court documents, witness statements, and expert reports.

According to Altay (2001), laws, regulations, treaties, judicial decisions, contracts, and any documents related to those are written with a specific terminology that can be classified as legal language. Legal language has technical terms, use of words, syntax, and style peculiar to itself (Altay, 2001, p. 7). Besides, Schroth (1986) states that in a legal translation, a translator is expected to respect the characteristics of legal language. To do so, a legal translator needs to understand what legal effect the document has and how to convey it in the target language apart from understanding the meaning of words and sentences (Schroth, 1986, p. 55). According to Kobyakova & Habenko (2017) to achieve this, it is not enough for the legal translator to have a general knowledge of legal terminology. They should also know the statutory requirements and the foreign cultural and legal systems in detail (Kobyakova & Habenko, 2017, p. 39).

As Kingscott (2002) states that there are different ways in which a message is conveyed in different cultures. Therefore, intercultural communication has an important role in technical translation.

According to Chan (2019), in a cross-cultural translation, to achieve the purpose of communication, the principle of stylistic suitability which refers to the stylistic correspondence between the target language and the source language, and the principle of terminological/lexical correspondence which refers to the usage of a corresponding term in translation as jargon rather than ordinary language, should be taken into consideration. To this end, positive-reverse translation, active-passive voice translation is used as well as translating into prepositional attributive, into juxtaposition, into predicate structure, and into adverbial clauses (Chan, 2019, pp. 98-101).

In any translation, additions, omissions, and misunderstandings of the translator can be detected. Vieira (1997) states that just as additions in the translated text do not mean gain, omissions do not mean loss. The effects of additions, omissions, and misunderstandings differ according to the source text in question.

Byrne (2006) believes that in technical translation, readers treat translations not as translations but as original target language texts, and they are concerned about obtaining the necessary information, understanding correctly, and using it effectively. Therefore, any addition or omission would not be important as long as the translated text serves its mission (Byrne, 2006, p. 15). Schroth (1986) states that legal translation requires greater substantive precision since, in legal translation, the possibility of interpretation of a sentence or a section out of context should be considered.

Moreover, according to Harvey (2002), legal translation is a special-purpose communication. As the basis of such communication is empirical knowledge and its objectives is monosemy, it is easily be stated that ambiguity can be intentional in legal documents. For this reason, in any legal translation, essential and filler words and phrases, as well as lacuna and ambiguities, should be considered (Harvey, 2002, p. 181).

According to Sarcevic (1997), legal translation can be classified into three according to the functions of the legal texts. The first group consists of texts like laws, regulations, codes, contracts, treaties, and conventions, and they are called primarily prescriptive texts; the second group consists of texts like judicial decisions and legal instruments, actions, pleadings, briefs, appeals, requests, petitions, and they are called primarily descriptive and prescriptive texts; and the third group consists of texts like legal opinions, law textbooks, and they are called purely descriptive texts (Sarcevic, 1997, pp. 5-25).

In a legal translation, it is necessary to ascertain the legal status and communicative purpose of the text, whether it is normative or informative.

According to Kobyakoca & Habenko (2017) legal translation for normative purpose is the translation of the law. Usually bilingual or multilingual legal texts are first drafted and then they are translated. In such conditions, the different language texts are equal in legal force, and one is not superior to another. These documents are accepted as authoritative after a period, set forth by law. By force of this period, these documents are not only the translations but also they are the law itself. For example, legislations in the bilingual jurisdictions of Canada, Switzerland, and Hong Kong, multilingual legal instruments of the UN, OECD, ILO, and WTO in official languages, and multilingual laws of the EU (Kobyakova & Habenko, 2017, pp. 41-42).

However, Jacobs (2003) states that when there is a divergence between the texts, authenticity and interpretation become crucial. If and when a bilingual or multilingual contract is signed, a language/authenticity clause is generally established to show which version of the contract prevails over the others in case of disputes. Similarly, in international agreements, there are authenticity clauses, either showing which text prevails or stating what to do in case of a dispute (Jacobs, 2003).

Kobyakova & Habenko (2017) states that when the translation is intended to inform the reader, legal translation for informative purposes includes translating statutes, court decisions, scholarly works, etc. An example can be given for ECHR decisions, the Court's official languages are French and English, and any translation

into other languages is not binding and for informative purposes only (Kobyakova & Habenko, 2017, p. 42).

It is possible to distinguish five methods used in legal translation, which are finding the functional equivalence, paraphrasing, literal translation, neologism, and borrowing.

According to Stepanova (2016), the functional equivalence is a semantic translation used when the equivalent of a term or a concept in source culture cannot be found in the target culture. It is acknowledged for legal translation while keeping the fidelity in the source text. To exemplify, the “grandfather clause” is a provision of a law, which lets people or entities for a limited period to follow an old rule that governed their activity instead of newly implemented ones. By taking into consideration of its functional equivalence, it can be translated as “müktesep hakların korunması ilkesi/kuralı”. Similarly, “sunset clause” which is again a provision within a law or a regulation that will automatically be terminated after a fixed period unless it is extended by law, and can be translated as “sona erme hükmü” according to the functional equivalence method (Stepanova, 2016).

According to Weston (1983) when a specific term or concept does not have a functional equivalent in the target language, it is needed to use paraphrasing. Paraphrasing is the explanation of an unfamiliar term or concept with another concept or term familiar in the target culture. Weston, who refers to this method as ‘borrowing’ since the term is borrowed from the source culture, states that in legal translation, this method can be used in two ways: either the source term is written as it is in the source language by using italic characters or underlined or written in inverted commas and the explanation of the source term written in the target language is added in parenthesis, or vice versa (Weston, 1983, p. 209).

As Stepanova (2016) states that in literal translation or word-for-word translation each word is translated separately. Words used in a phrase or a sentence are taken into consideration while using. Thus, it causes misunderstanding and the quality of translation is lost. It is especially accepted to use in the names of institutions for example (Stepanova, 2016).

According to Altay (2001) neologism is producing a new term or concept in the target language for the source term or concept. Contrary to the other translation methods, neologism is not the most used method in the field of legal translation as the legal language has a conservative nature.

As Yalçınkaya (1981) states that English received some words from other cultures and languages such as Latin, French. Similarly, Turkish received some Arabic and Persian words. The borrowing method is transferring the borrowed term or concept to the target language by changing according to the grammatical rules of the target language. For example, “Court of Justice” is translated into Turkish as “Chancery Dairesi” through the borrowing method (Yalçınkaya, 1981, p. 209).

As Stepanova (2016) states that the most difficult point in the translation of legal documents is the presentation of their contents; the equivalence in syntactic, semantic, and pragmatic levels. In the pragmatic level the important issue is the fidelity to the source text; that’s to convey the legal effect in the target text like in the source text (Stepanova, 2016, p. 1330).

According to Harvey (2002), fidelity means achieving an equivalent impact on the target reader in legal translation. That’s it involves fidelity to the function of the target text; thus, a target-oriented legal translation adopting a functionalist approach is suggested (Harvey, 2002, p. 180).

### **2.3. Theories Related to Technical Translation**

According to Byrne (2006), technical translation, like other special types of translation, does not fit well with any theory or approach.

The theories related to translation evolved throughout time as the importance given to source text shifted to the target reader. The traditional approach in translation studies was to emphasize the importance of the source text.

As Yıldız (2004) states that it is possible to summarize the theoretical approach to translation in the 18<sup>th</sup> century in three main points: (1) Translation is the process which deals with conveying the unity of the thought; (2) Translation is the imitation or even copying of the original text in the target language; and (3) Translation is not

only taking out the meaning of the original text; at the same time, it is the process of conveying the rhetoric, wording styles, and rhythmic elements of the text (Yıldız, 2004, p. 377).

Nida and Taber states that previously in translating the concentration was on the message form, and besides translators were satisfied with the ability to create new stylistic specialties, such as rhythms, rhymes, plays on words, chiasmus, parallelism, and unlikely grammatical structures. However, today the concentration has been on the response of the reader (1982, p. 1).

The traditional approach in translation studies was to emphasize the importance of the source text, to such extent that Newmark (2001), who was one of the best-known exponents of this approach, even said that the source text is sacred. But according to Kingscott (2002), another school of thought has been developed by Vermeer (1978), which is known as the skopos theory of translation, which argues that in translation, what is important is the purpose of the translation and the expectations of the reader (2002, p. 249).

According to Fung & McKeown (1997), it is better not to translate technical terms on a word-by-word basis. The words of the term may have many translation possibilities and the term itself has its translation. Therefore, Trisnawati (2014) states that functional equivalent manner is important in translation. As skopos theory focuses in between extra-linguistic and textual factors, it became more functional and target-reader oriented. The shifting from linguistic basis concepts to a functional and cultural-based framework effect this development in the skopos theory (Trisnawati, 2014, p. 246).

According to Trisnawati (2014) from the *Skopos* theory's standpoint, a translation product (*translatum*) needs not to have a similar functional equivalence to a source text, and a translator defines the function of the translation product through a translation brief.

H.Chen (2019) states that skopos theorist translation should realistically indicate the main goal of the source document based on the relevant translation function with fidelity of the document, and efficient and concise presentation is a good



quality of the translation; thus, the ingredients are presented in a way that the intended audience understands and accepts (H.Chen, 2019, pp. 161-162).

The skopos theory has been criticized in the doctrine by proponents of linguistic and equivalence-based theories. Shaffner (1998) focuses its critique on the definition of translation and the *Skopos* theory's attitude toward the source text as there is a 'dethronement' of the source text, which may bring a translation product closer to an 'adaptation' rather than a 'translation', while Nord (2005) indicates that as literary and religious texts have intensively stylistic and expressive language it is impractical to use skopos theory in translating these texts because it is difficult to attain equivalence.

According to Aksoy (2001), the notion of equivalence does not have fixed content. The concept of equivalence was initially perceived as creating the linguistic elements in the source text literally in the target text. The concept of equivalence has changed with the replacement of the linguistic and source language-oriented approach in translation studies with a multi-domain, descriptive, functional, and target language-oriented approach. Today, with the development of descriptive translation studies, each translation is evaluated separately and under the conditions in which it is produced, and equivalence is attempted to be established in terms of the language, sociological and cultural structure, and literary conditions of the target culture (Aksoy B., 2001, pp. 4-5).

By stating that formal equivalence in equivalence is different from textual equivalence, Catford (1965) made it possible to question the equivalence at the trans-textual and trans-textual levels in terms of translation studies. The types and shifts of translation are his main contribution in the field (Catford, 1965, p. 27). According to him, category-shifts have emerged from formal correspondence in translation, and it can be seen as structure-shifts, class-shifts, unit-shifts, and intra-system-shifts (Catford, 1965, pp. 32-33). He categorizes types of translation. The first one is full translation. It is different from partial translation because of the extent of the translation. The second one is total translation. It is different from restricted translation because of the levels of languages used in translation, and the third one is rank-bound

translation and unbounded translation because of grammatical rank in which equivalence is specified (Catford, 1965, pp. 73, 80).

Nida (1969) defines translation as provided in the target language as the closest equivalent of the message in the source language. Also, she recommends that equivalence is established first in terms of meaning and then style. (Nida, 1969, p. 12). In the study, titled "*Theory and Practice of Translation*", Nida and Taber (1982) argue that translation should ensure the dynamic (later referred to as functional) equivalence, which means not the form but the grammatical function is the element to be translated.

According to Stepanova (2016), linguists speak about some situations in which there is similarity between the source and target language concepts, and differences can be handled by lexical expansion. Functional equivalence is commonly used when the term in the target language would be clear to the reader, and at the same time close to the term in the source language (Stepanova, 2016, p. 1332).

Zheng (2017) states that nowadays, functional translation theory can be the main approach because of its inclusivity. Skopos theory has an important role in studying translation however functional translation approach also includes the dynamic/functional equivalence theory as well as text-type classifications. (Zheng, 2017, s. 624).

Besides, H.Chen (2019) states that the functional translation theory is based on the purpose and the function of the translation. The principle of purpose, the principle of coherence, and the theory of text type are the core of the theory. It breaks the tradition of translation studies of text-centred theory translation studies and eliminates the links of equivalence translation theory. Thus, the translation theory research field has been expanded by including translation studies in the cross-cultural communication research area (H.Chen, 2019, p. 160).

## **CHAPTER 3. AN ANALYSIS OF THE CHALLENGES OF CONTRACT TRANSLATION**

The specificity of the contract language and especially the nature of system-bounded special terminology pose some challenges in the transfer of contracts to the target language through translation. Contract translation is a technical translation field that requires knowledge of the field and a command of terminology, which is providing communication between different languages and cultures.

In this part of the thesis, the analysis of the sample contracts will be descriptive comparative focusing on the lexical, grammatical, and syntactic challenges through Mark Herman's objectives of technical translation, which are clarity, concision, and accuracy.

### **3.1. The Analysis Concerning Lexical Challenges**

Contract, which is a special type of legal text, has its language that is strikingly reflected in the vocabulary in terms of linguistics. The use of specific vocabulary in the contract supports that the terms of the contract are precise and accurate.

Hence, lexical challenges are associated with archaism, loan words, technical terms, pronominal adverbs, excessive redundancy, formal words, and phrases.

According to Chen & Yun (2014), archaic words are the old style of English words. Most of them are compound words like hereby, hereof, hereinafter, and so on. They are seen only in contracts and legal style. These words are commonly used especially by the lawyers because they believe that these words are characterized by clarity and simplicity and that by the help of these words the contracts are endowed with a strong formality and protected from language repetition and ambiguity (Chen & Yun, 2014, pp. 1-5).

As Garner (1991) states that technical terms are extensively used in contract English. In general, technical terms of international contracts can be divided into three: legal terminology, business terminology, and special purposed words (Garner, 1991). According to Zhang (2014), technical terms are usually concise and comprehensive. Thus, they are essential in short and direct communication. Instead of a misleading

term, a complicated or simple term is preferred in a contract. Technical terms not only protect against a controversial understanding but also offers some formality. (Zhang, 2014, pp. 56-64)

Sometimes the speakers of one language have adopted some words from the source language, these words are called loanwords. We can also call them as a borrowing. Many French and Latin words help to raise the formality or solemnity of contracts. The distinctive feature of contracts in English from other technical documents is the use of loanwords from French and Latin and they are kept in their original form like *force majeure*, *de facto* agreement, etc.

In the following sample texts, there is an analysis concerning the lexical challenges:

**SAMPLE 1** from *Share Purchase Agreement* (Erkut Hukuk Bürosu, 2015)

Satıcılardan her biri ve Alıcı <b>bundan böyle münferiden "Taraflar" olarak anılacaktır.</b>	Each of the Sellers and the Purchaser shall <b>hereinafter</b> be referred to <b>individually</b> as " <b>the Party</b> " and <b>together</b> as " <b>the Parties</b> ".
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We see the archaic word "hereinafter". It has been used in English especially for being short and concise. Because "hereinafter" means "later in this contract". In its Turkish translation, the word "bundan böyle" is again adapted. Because in English, when "hereinafter" is used together with the expression "shall be hereinafter referred to as..." it should be translated as "bu sözleşmede daha sonra ... olarak anılacaktır", while the word was tried to be short and concise, and translated as "bundan böyle". This is a phrase specific to contracts that always requires translator knowledge.

Again in the same text, we see words "individually" and "together". These are translated into Turkish respectively; "münferiden" and "müştereken". Words "münferiden" and "müştereken" are loanwords from Arabic to Turkish. Although the word "individually" can be translated into Turkish as "bireysel" and the word "together" as "ortaklaşa", the translator prefers to use the borrowing method. The use

of word structures that are not common in normal life like this is one of the challenges in contract translation. The translator should know that it is usually preferred by the lawyers to use loanwords as it is thought to be characteristics of legal language.

However, when the contract is simpler than the above and if the reader is a layperson, the language should be more simple and understandable. For instance,

**SAMPLE 2** from *Lease Agreement* (Borseem Köşk Temsilciliği, 2019)

<b>MECUR İLE TESLİM EDİLEN EŞYALAR:</b> Kombi, çalışan durumda armatürler, kapılar, pencereler ve garaj kumandası	<b>HANDOVERED ITEMS WITH THE PREMISES:</b> Combi, in-service armatures, doors, windows, and remote control for the garage
<b>MECUR'UN KULLANIM ŞEKLİ:</b> OFİS	<b>THE PURPOSE OF THE PREMISES:</b> OFFICE

The word “premises” was translated into Turkish as “mecur”. Again, the word “mecur” is borrowed from Arabic into Turkish. Usually used in lease contracts, but for the layperson it is ambiguous. To be more understandable for the reader can be translated as “taşınmaz mülk”, which is accepted as a technical term in legal language for the translation of “premises”.

**SAMPLE 3** from *Distribution Agreement* (GENTEK Medikal ve Teknik Cihazlar AŞ, 2019)

- 1.1. **Exclusivity.** Company hereby appoints Distributor as a non-exclusive distributor of the Products until Distributor shall successfully obtain Registered Rights as defined under Section 3.2(e) and no later than ninety (90) days as of the Effective Date. Once obtained Registered Rights, not earlier than (50) days as of the Effective Date the Distributor shall become exclusive. The Company shall also provide Distributor with the authority to purchase Products from Company for resale in the Territory for use for the designated Market in the Territory.

The Turkish translation:

- 1.1. **Münhasırlık. Distribütör.** Yürürlük Tarihinden itibaren doksan (90) gün geçmeden, Bölüm 3.2(e)'de tanımlanan şekliyle Tescilli Hakları elde edene kadar Şirket, işbu Sözleşme'yle Distribütör'ü münhasır olmayan distribütör olarak yetkilendirir. Distribütör, Yürürlük Tarihinden itibaren elli (50) gün geçtikten sonra Tescil Haklarını elde ettiğinde münhasır distribütör olacaktır. Şirket, Distribütör'e Bölge'deki belirlenen Pazarda kullanılmak üzere

Bölge'de yeniden satış için Şirket'te Ürün satın alma yetkisini de verecektir.

The word "Distribütör" in the Turkish translation is the same as the word "Distributor" in the English text. The origin of the word is French and it is borrowed both in English and Turkish. Similarly, the word "Münhasırlık", which is the equivalent of the word "Exclusivity" in the English text, was borrowed from Arabic to Turkish.

**SAMPLE 4** from *Distribution Agreement* (GENTEK Medikal ve Teknik Cihazlar AŞ, 2019)

1.6. **No Acquired Rights.** Except as specifically provided for in this Agreement, Distributor shall not obtain or be deemed to have acquired as a result of being a distributor for Company under this Agreement or otherwise (i) any special rights to the Products, Company trademark, or product trade names, (ii) rights to special compensation or remuneration upon expiration or termination of this Agreement (except as provided herein), or (iii) the right to remain a distributor of the Products without the written consent of Company.

The Turkish translation:

1.6. **Kazanılmış Hakların Olmaması Koşulu.** İşbu Sözleşme'de özellikle belirtilmediği sürece Distribütör, işbu Sözleşme kapsamında veya başka bir şekilde Şirket'in distribütörü olmasının sonucunda (i) Ürünler, Şirket ticari markası veya ürün ticari adları ile ilgili herhangi özel bir hakkı, (ii) işbu Sözleşme'nin sona ermesi veya feshi üzerine (işbu Sözleşme'de belirtilenler haricinde) herhangi özel bir tazminat veya bedel hakkını veya (iii) Şirket'in yazılı izni olmaksızın Ürünlerin distribütörü olarak kalma hakkını elde edemez veya kazanmış kabul edilemez.

The translation of article 1.6 title, "No Acquired Rights" was "Kazanılmış Hakların Olmaması Koşulu". The word "acquire" in daily English means "elde etmek, edinmek" in Turkish. In the Turkish legal language "acquired rights" can usually be translated as "iktisap hakkı". But, in this contract the translator did not prefer to use ambiguous way, to be more understandable and may be to have clarity in the contract, translated as "kazanılmış haklara sahip olmak".

### 3.2. The Analysis Concerning Grammatical Challenges

Grammatical challenges consist of nominalizations, modal verbs, passive voice, and/or, common words with uncommon meanings, unfamiliar pronouns/proforms, and so on. During the translation, it is important to highlight the rules and requirements to keep the equivalence of the message in the target language.

Pro-forms are often used to lay down the text economically. Also, they are used to refer to the different parts of the text.

**SAMPLE 1** from *Distribution Agreement* (GENTEK Medikal ve Teknik Cihazlar AŞ, 2019)

20.2 Any dispute, controversy or claim relating to this Agreement (a “**Dispute**”) will be resolved first through good faith negotiations between authorized representatives of the parties. If the

parties are unable to resolve the Dispute within 30 days after it has been first submitted for resolution to such representatives, such Dispute shall be finally settled by arbitration under the Rules of Arbitration of the International Chamber of Commerce, by a single arbitrator appointed in accordance with **the said** Rules. Such arbitration shall be governed by the substantive laws of Israel, without regard to choice of law principles of any state, nation or tribunal. Arbitration shall be conducted in Tel Aviv, Israel. All proceedings and written submissions in or relating to the arbitration **shall be in English**. The award rendered by the arbitrator shall be final and binding on the parties and judgment may be entered in accordance with applicable law in any competent court having jurisdiction.

The Turkish translation:

20.2 İşbu Sözleşme'ye ilişkin herhangi bir uyuşmazlık, ihtilaf veya talep ("Uyuşmazlık"), öncelikle tarafların yetkili temsilcileri arasında iyi niyet kurallarına bağlı görüşmeler aracılığıyla çözülecektir. Uyuşmazlığın çözüm için ilgili temsilcilere sunulmasından itibaren otuz (30) gün içinde Taraflarca çözülememesi durumunda, söz konusu Uyuşmazlık, Uluslararası Ticaret Odası Tahkim Kuralları uyarınca atanan tek bir hakem tarafından söz konusu kurallar kapsamında tahkim yoluyla nihai olarak çözülecektir. **Söz konusu** tahkim, herhangi bir devletin, ulusun veya mahkemenin hukuk ilkeleri tercihinine bakılmaksızın, İsrail'in maddi hukuk kurallarına göre yönetilir. Tahkim, Tel Aviv, İsrail'de gerçekleşir. Tahkime ilişkin tüm zabıtlar ve yazılı dilekçeler **İngilizce dilinde olacaktır**. Hakem tarafından verilen karar nihaidir ve taraflar için bağlayıcıdır; hüküm, yargı yetkisine sahip yetkili bir mahkemedeki geçerli kanunlara uygun olarak tanınabilir.

The phrase "the said" in the English text is an example of pro-forms. The meaning given here is the same as "in question" in English and when it is translated, the Turkish word is “söz konusu”. It is used to not have long sentences and to avoid repetition. The referred part in the sentence is "Rules of Arbitration of the International Chamber of Commerce".

Some words may have different uncommon meanings when used in contracts. One of them is the use of “shall”. In legal texts, “shall” carries the sense of compulsory obligation. It may be found in the rights and obligations section of the contracts. It is frequently used, and its main function is not to express futurity, it is to impose

obligation. Thus, if it is translated differently, it imposes a different contractual obligation.

Since in the contract language "shall" does not mean the future time, the Turkish translation of this contract article is incorrect. In Turkish, obligation is shown using the present tense. For this reason, the present tense is used in the Turkish translation, not the future tense.

Here in this article of the contract "shall" is used several times and every time it was translated into Turkish according to the meaning to be given. In the sentence "All proceedings and written submissions in or relating to the arbitration shall be in English.", "shall be in English" was translated into Turkish as "İngilizce dilinde olacaktır". It seems future however it is not. It shows obligation. In the next sentence, "The award rendered by the arbitrator shall be final and binding .....", "shall be ..." was translated into Turkish in present tense, "... karar nihaidir ve taraflar için bağlayıcıdır", but again it shows obligation.

**SAMPLE 2** from *Lease Agreement* (Borseem Köşk Temsilciliği, 2019)

<p>1. Kiracı'nın işbu Sözleşme kapsamında herhangi bir depozito bedeli ödemekle yükümlü değildir.</p>	<p>1. No deposit payment will be made to the Landlord in accordance with this Agreement.</p>
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Here in the English sentence, there is no mention of the subject, however there is a subject in the Turkish translation. These kinds of sentences without subjects may cause difficulty in the Turkish translation. Here the translator preferred to mention the subject in the Turkish language. Besides, while trying to do this, made grammar mistakes in the sentence structure. Instead of mentioning the subject, it can be translated as "Bu Sözleşme uyarınca Ev Sahibine hiçbir depozito ödemesi yapılmayacaktır." No need to mention the subject in Turkish as well because in both languages it has been known that the person who makes the payment to the landlord is the tenant.



We can also analyze this sentence according to passive voice pattern. Passive language draws our attention only to those affected by the action, and when we write effectively, we at least develop awareness of the subject of the sentence.

### 3.3. The Analysis Concerning Syntactical Challenges

According to Y. Chen & Yun (2014), it is an undeniable fact that contracts have long and complicated sentences. The syntax of legal texts is somewhat complicated to avoid ambiguity. The general syntactic features of the contracts and legal language include long sentences, declarative sentences, conditional and hypothetical formulations, repetition and abundant descriptive phrases passive sentences, nominal structures, etc. Thus, the present tense is generally seen in a contract (Y.Chen & Yun, 2014, pp. 1-5).

Wiredu (2016) states that the use of declarative sentences in the contracts is predominant. The basic sentence structure consists of declarative sentences; questions are rare in contracts. As the contract is a binding document, the rights and provisions of the parties are general to a certain extent (Wiredu, 2016, s. 32).

**SAMPLE 1** from *Share Purchase Agreement* (Erkut Hukuk Bürosu, 2015)

"Takyidat" herhangi bir kişinin doğrudan veya dolaylı menfaati, hakkı, talebi ya da varlığı (iktisap etme hakkı, opsiyon veya şufa hakkı veya rüçhan hakkı da dâhil) veya ipotek, borç kaydı, rehin, haciz, devir (teminat amaçlı devir de dâhil), rehin bırakma, teminat hakkı veya teminat düzenlemesi, mahsup hakkı, mülkiyet kaydı veya doğrudan veya dolaylı olarak aynısını teşkil etmek için herhangi bir takyidatı (kanun veya hakkaniyet çerçevesinde doğanlar da dâhil) veya anlaşma, düzenleme veya taahhüdü (şartlı veya değil) ifade eder;

"Encumbrance" any direct or indirect interest, right, claim or equity of any person (including any right to acquire, option or right of pre-emption or first refusal) or any mortgage, charge, pledge, lien, assignment (including assignment for the purpose of security), hypothecation, security interest or security arrangement, right of set off, title retention or any encumbrance of any kind whatsoever (including any of the same arising by operation of law or equity) or any agreement, arrangement or commitment (whether conditional or otherwise) to create any of the same directly or indirectly;

There is a tendency to use long sentences in contracts. It is used to express complex ideas with accuracy and precision. The use of long sentences is helpful to define the obligations and rights. Besides, long sentences avoid ambiguity and misunderstanding.

In this article of the contract, we faced with a long sentence in which the sentences were extended with sub-clauses with the use of “and”, and “or”. This is the usual pattern that we can see in contracts as well as in many legal documents. However, it is also stated that even if it is done for a useful purpose, this word repetition causes an important ambiguity. The problem here is the translation of the repetitions of words. In Turkish, the words “veya” and “ve” are not used more in number in a sentence. In the Turkish translation, the sentences are ambiguous, you may need to read them again and again.

There wordy groups in contract language as it is used in legal language. Here, “for the purpose of”. It has the same meaning as “for”; it is like a repetition and even it is usual to use in this way in legal language. However, in the Turkish translation, it is difficult to express the same effect or idea because “for” and “for the purpose of” are translated into Turkish as “amaç”, “için”.

**SAMPLE 2** from *Distribution Agreement* (GENTEK Medikal ve Teknik Cihazlar AŞ, 2019)

- 1.6. **No Acquired Rights.** Except as specifically provided for in this Agreement, Distributor shall not obtain or be deemed to have acquired as a result of being a distributor for Company under this Agreement or otherwise (i) any special rights to the Products, Company trademark, or product trade names, (ii) rights to special compensation or remuneration upon expiration or termination of this Agreement (except as provided herein), or (iii) the right to remain a distributor of the Products without the written consent of Company.

The Turkish translation:

- 1.6. **Kazanılmış Hakların Olmaması Koşulu.** İşbu Sözleşme'de özellikle belirtilmediği sürece Distribütör, işbu Sözleşme kapsamında veya başka bir şekilde Şirket'in distribütörü olmasının sonucunda (i) Ürünler, Şirket ticari markası veya ürün ticari adları ile ilgili herhangi özel bir hakkı, (ii) işbu Sözleşme'nin sona ermesi veya feshi üzerine (işbu Sözleşme'de belirtilenler haricinde) herhangi özel bir tazminat veya bedel hakkını veya (iii) Şirket'in yazılı izni olmaksızın Ürünlerin distribütörü olarak kalma hakkını elde edemez veya kazanmış kabul edilemez.

When the English and Turkish versions of the sample text are compared, it is seen that the repetitions of "iřbu Sözleşme" are made unnecessary in Turkish and that there are discontinuities due to such a long sentence and it must be read again and again to understand. Although it is a long and complicated sentence, there is not as much confusion or disconnection in English as in Turkish. Although the incomprehensibility was tried to be eliminated by dividing the source text into items, this caused more confusion in Turkish.

**SAMPLE 3** from *Lease Agreement* (Borseem Köřk Temsilcilięi, 2019)

2.	Kiracı, Mecur’u ofis ve uygulama alanı olarak kullanacaktır (“İzin Verilen Faaliyet”). Kiracı, İzin Verilen Faaliyet’i Kiraya Veren’in önceden yazılı iznini almaksızın <b>deęiřtiremez.</b>	2.	The Tenant shall use the Premises as office and workspace (the “ <b>Permitted Activity</b> ”). The Tenant <b>may not change</b> the Permitted Activity without having received the Landlord’s prior consent in writing.
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The modal verb "may" is used in the translation of sentences that mean permission or authorization in Turkish legal texts. In some cases, "can" is used in the translation of such sentences, and mistakes are made. Besides, as a syntactical feature, directive sentences are used in legal documents. Here, in this contract article, it is a directive sentence. It shows the authority in the last sentence. “may not change” was translated into Turkish as “deęiřtiremez.” This is the right use of “may”.



## CONCLUSION

With the globalization in the scientific and technical world, technical writing and its translation have gained importance. As technical writing has a specialized language, for the translation of it wide knowledge about the subject matter both in source and target documents is needed. Specialized language necessitates clarity, concision, and correctness in words and sentences. Several methods and objectives can be used by the translators for the challenges that may arise during the process of translation.

Hence, in this study, the significance of technical translation in terms of clarity, concision, and accuracy were emphasized to reflect the special feature of the process and technical translation while reviewing contract translation and its challenges.

Within this context, the starting point of this thesis was the assumption that because of the misunderstandings in contracts, the parties are either in court or in disagreement. This is due to its specialized language, and based on this language, there are challenges in the translation of contracts. In order to explain and show the challenges of contract translation in the Introduction and Chapter 1, by giving details of technical writing features concerning lexical and syntactic levels, it is explained that the contracts are under technical writing especially with their specialized language. Since contracts are written in accordance with the laws, their language is included under the legal language with their unique terminology and communication. In Chapter 2, because of its language and text type, technical translation aspects and related theories are mentioned in terms of contracts. The theories and aspects proved that the culture and the legal system of the countries affect the language of the contracts in translation. In fact, in translation, this causes challenges for the translators that they can manage with clear knowledge and experience.

In this thesis, descriptive comparative analysis was used. As Yıldırım & Şimşek (2011) define, in this analysis technique the framework of the thesis was determined beforehand according to the research questions. Based on this framework, qualitative data are processed, findings are defined, and the identified findings are

interpreted. So, the framework of this thesis is to present the significance of contract translation in terms of objectives of clarity, concision, and accuracy to reflect the lexical, grammatical, and syntactical features of contract translation and its challenges. Based on this, the research corpus covers Turkish and English contracts in various subjects. Some of these contracts have been obtained from Erkut Law Office, Gentek Medical and Technical Devices Company, Borsemlak, and some of them on the internet with their written permissions, which are in the Annex of this thesis. In this context, the aforementioned contracts were scanned, and the lexical, grammatical, and syntactical challenges that could be encountered in these contracts according to Mark Herman's objectives were tried to be achieved. Besides, examples of how a translation method(s)/procedure(s) can be used in transferring the texts to the target language are discussed.

As presented by the examples in Chapter 3, where descriptive comparative analysis was carried out, translation difficulties were overcome in most of the analysed contracts. Even, while attention was paid to the simplification of the language and the effort to use a language that the layperson could understand, some contracts still seem to be indispensable, like archaism, after years. Thus, it has been found out that contract translation challenges continue to exist. On the other hand, when the text analysis is handled syntactically, it has been observed that contract translation challenges encountered will continue. The stereotypical use of phrases in legal language, like "whereas", which has become almost a format, and the use of conjunctions "and", "or" in sentences to remind the old legally are some of the reasons for this situation. Since these and similar difficulties may continue without simplification in the legal language, it has been assumed that translators need to know the culture and legal system of both the target language and the source language very well to cope with these difficulties. Thus, they can provide the reader with a clear, understandable, and accurate translation. Besides, it has been found out that in contract translation translators may use both direct and oblique procedures. In direct procedure, they have mostly applied borrowing and calque. To use a word-to-word (literal) procedure, the translator should be careful because it causes more errors. Therefore, this is not the preferable one for legal language. In oblique procedure, transposition, equivalence, and adaptations are used effectively.

As a result of descriptive and comparative analysis of the sample contracts the answers to the research questions are as follows within the framework of this thesis:

1) A contract is a legally based document, supported by rules and law. Thus, the language of a contract is legal, complex, and technical. They may be included in the body of legal texts but with distinctive linguistic and technical specificities. This means, they have a special language of law and are used for special-purpose communication. Like other technical documents, it has specific features and a particular text structure with specific words, expressions, and tense;

2) In technical writing, the purpose is to convey information to the reader. In contracts, the aim is to convey specifications to the parties. In order to share the information of knowledge effectively and efficiently and to present understandable writing, some key characteristics make technical writing different from other types of writing. Therefore, it is important to write in a readable style. The effectiveness of a message by having more understandable writing, by being direct, by using proper expressions and proper verb tense for technical documents. When it is so, the translation of the document will be clear, accurate, and understandable.

3) According to Newmark (2001) translation methods are for texts, translation procedures are for the smaller units of language. Sometimes literal and word-for-word translation methods are chosen in legal documents and it causes a loss in context, meaning, or implications. However, word-for-word translation can sometimes push us to translate incorrectly. Because some words can be used in a way other than their dictionary meanings in legal language. As Byrne (2006) states technical translators have to find unique and creative linguistic ways to present a piece of effective, clear, and appropriate information, and to achieve a successful communication. A translator needs to know about the methods and procedures as well as the use of business English while translating. Different methods are recommended in dealing with the difficulties encountered in legal translation, especially in the translation of different concepts and terms not found in the target language.

4) The translation of legal texts is culture-oriented, the most obvious challenge in their translation is to give cross-cultural conceptual differences because every

country has its legal system and therefore has its legal terminology. Thus, the challenges in contract translation have two main reasons: the first one is its special legal language and the second one is relatively cultural difference. Contracts are written with specific terminology. It has technical terms, use of words, syntax, and style. In contract translation, a translator needs to understand what legal effect the document has and how to convey it in the target language apart from understanding the meaning of words and sentences. It is not enough for the translator to have a general knowledge of legal terminology. They should also know the statutory requirements and the foreign cultural and legal systems in detail.

Consequently, this thesis puts forward that contract translation is a separate technical translation area, and it is necessary to have a certain knowledge, experience, source, and knowledge of the legal system of the target language in this area. What is expected from the translator here is not to reproduce texts in a similar sense parallel to the source text, but to produce with the same legal effect. In this context, taking into account that the words are used apart from their everyday meanings in legal texts, the text is written according to the legal system of the relevant source language. It is important to transfer it to the target language in a way that provides the same legal effects. This means that translators have to be equally knowledgeable in legal and language matters to do accurate translation of contracts drafted in different traditions. The legal translator must have a basic understanding of the legal systems and legal language, and the impact it has on contract translation.

It is hoped that this thesis will be helpful and pave the way for future researchers and translators to reach a more general conclusion about contract translation and its challenges.



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**ANNEX 1: Letter of Approval – Share Purchase Agreement**

**ERKUT** HUKUK BÜROSU  
LAW OFFICE

November, 2020

To whom it may concern,

As Erkut Law Office, we hereby inform you that we have no objection to the utilization of English and Turkish versions of *Share Purchase Agreement* sample by Şebnem Aykaç Ömeroğlu, Atılım University graduate student, in her thesis titled "Study of Contract Translation and Its Challenges".

Sincerely Yours,

Attn. Pınar İskender Erkut

**ANNEX 2: Letter of Approval - Distribution Agreement**

15 October, 2020

To whom it may concern,

As a company, *Gentek Medikal ve Teknik Cihazlar A.Ş.* we inform that we do not see any objection in using the English and Turkish *Distribution Agreement*, dated Feb 12, 2019, by Şebnem Aykaç Ömeroğlu, Atılım University graduate student, in her thesis titled "Study on Contract Translation and Its Challenges".

With kind regards,



Ali Şengel

Deputy General Manager

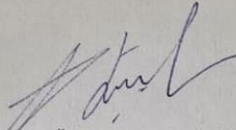
**ANNEX 3: Letter of Approval – Lease Agreement**

October, 2020

To whom it may concern,

As a company, BÖRSEM KÖŞK TEMSİLCİLİĞİ, we inform that we do not see any objection in using the English and Turkish *Lease Agreement*, dated Feb 12, 2019, by Şebnem Aykaç Ömeroğlu, Atılım University graduate student, in her thesis titled "Study on Contract Translation and Its Challenges".

With kind regards,

**BORSEM KÖŞK TEMSİLCİLİĞİ**Koza Sokak No: 20/2 G.O.P  
Çankaya - ANKARA**0312 441 41 70 - 0532 430 82 62**  
Cumhuriyet V.D. 533 000 1859

aykacomeroglu.sebnem

ORIJINALLIK RAPORU

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[mafiadoc.com](http://mafiadoc.com)

İnternet Kaynağı

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4

[Arina Greavu. "An Overview of Business Writing: Challenges and Solutions", Studies in Business and Economics, 2019](#)

Yayın

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["Scientific and Technical Translation", John Benjamins Publishing Company, 1993](#)

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["Technical Translation", Springer Science and Business Media LLC, 2006](#)

Yayın

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[www.awej.org](http://www.awej.org)

İnternet Kaynağı

<%1

## CURRICULUM VITAE

**Name and Surname:** Şebnem Aykaç Ömeroğlu

### Education

Degree	Field	University	Year
Associate	Public Relations & Publicity	Anadolu University	2014- 2016
Undergraduate	English Language & Literature	Ankara University DTCF	1988 -1994

### Work Experience

Work Place	Position	Year
Atılım University Political Science & Public Administration	Part-time Instructor	2015 -
PLANET SA	Senior Project Officer & Translator	2013-2015
THALES Systemes Aeroportes	Translator	2007-2010
BİRECİK Co.	Translator	2003-2007
YAPI - ICF Kaiser	Translator	1999-2001

**Foreign Languages:** English

**Publications:** Cook, T (2016). Aztek Bileziği (Cat Burglar), Türkiye İş Bankası Kültür Yayınları, 2018 (çeviri)

Bertagna, Julie (2011). Auroa (Aurora), Türkiye İş Bankası Kültür Yayınları, 2012 (çeviri)

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