

On Translation of Business Contract by Youdao

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Abstract: With the development of economic globalization, trades and economic activation occur more frequently than ever before. English business contract is an important part of international trades to safeguard the rights and obligations for both sellers and buyers. Contract translators can use translating software to increase their translation efficiency. Youdao, as a helpful online translating software, is widely used by business contract translators. The paper, on lexical and syntactic levels, analyzes the translation of business contracts by Youdao. It has been found that Youdao can handle some specific terms and declarative sentences without making serious mistakes. But it fails to distinguish the differences between some terms in single and plural forms, as well as fails to adjust the sentences order accordingly when it comes to translate passive voice sentences, conditional sentences and lengthy sentences.

1. Introduction

Today, more and more translators use online translation software as a translating assistant to translate all kinds of materials including business contracts. In fact, there are many kinds of translation apps in the software market, such as Oxford Advanced learner's English-Chinese dictionary, Iciba Dictionary, and Youdao etc. According to Quest Mobile's data, Youdao has the largest number users in translation software market and maintained a high growth rate of 100 million users a year. Zhou Feng is the CEO of Youdao, reported that the users of Youdao Dictionary have exceeded 600 million. Chen Jing says, "the reasons for popularity of Youdao Dictionary are that the translation/ interpretation is clear and concise, the knowledge tips are short and precise, and its interface design is in line with the public's aesthetic and reading habits." [1] Therefore, this thesis chooses Youdao Dictionary as the research tool to analyze the translation of English business contract.

Translation software are well-received by the public especially in daily conversation and communication. They also are very useful in business. In frequent foreign economic and trade activities, drafters draft more international business contracts than before, Translators have to translate lots of international business contracts. To improve efficiency, they can use dictionary software to search new words or even translate sentences. According to Hu Kaibao and Li Yi, "machine translation is an extremely second-rate imitation activity. The translated text is far less human-tough than human-based translation. They cannot translate the interpersonal meaning and pragmatic connotation of the source language." [2] The main reason for these mistakes is that the translation software processes the translation either by computer algorithms or by relying on a content-rich database to search for materials that need to be translated. and it is unavoidable that there will be many errors in the process of translation, when it comes to the specific terms of the contracts, and complicated and long sentences.

2. Difficulties of Business Contract Translation

English Business contract plays an important role in business activities, and it can ensure the rights and obligations of both parties. Therefore, it has to be translated carefully for its particularity. The following examples are selected from International Business Contract Translation Course and Contract in English. The business contract translation on lexical level and syntactic level will be

introduced in the following sections.

Modal verbs are not new to those who study English, but when modal verbs are used in business contract they should be taken carefully. Ge Yajun believes, "shall", "may", "must", "may not" (or "shall not") these our terms must be accurately selected in the contract, and if selectee improperly, they will be like a bomb buried in the contract that will be detonated at any time. The most used modal verb in English business contracts is "shall" and then followed by "shall not", and "may". "Shall" is mainly used to express the specific provisions of the contract and the legal obligations, debts and liabilities."^[3] It is not easy to translate "shall" into Chinese well in business contract, because it can be translated flexibly according to specific content of the contract, such as “应”“必须”, “将”, or not translated.

Example 1: The Buyers shall open with a bank acceptable to the Sellers an Irrevocable Sight Letter of Credit to reach the Sellers 30 days before the month of shipment, valid for negotiation in China until the 15 day after the month of shipment.

Reference: 买方应由卖方可接受的银行于装运月份前 30 天开立并送 达卖方不可撤销及期信用证, 至装运月份后第 15 天在中国议付有效。

Example 2: Any claim by the Buyers on the goods shipped shall be filed within 30 days after arrival of the goods at the port of destination and supported by a survey report issued by a surveyor approved by the Sellers

Reference: 买方对于装运货物的任何索赔, 必须于货到目的港 30 天内提出, 并须提供经卖方同意的公证机构出具的检验报告。

"Shall not" is also frequently used in contract, It means prohibition that both parties can't do something:

Example 3: Tenant shall not change or install locks, paint, or wallpaper said premises without Landlord's prior written consent, Tenant shall not place placards signs, or other exhibits in a window or any other place where they can be viewed by other residents or by the general public.

Reference: 如未事先取得业主书面同意, 租客不得更换或安装住所地门锁、油漆住所或贴换墙纸; 也不得将招牌、告示牌或其他展示牌置放在窗户上或其他住所或公众看得见的任何地方。

"May" mainly has two kinds of translation in business contract, which are “可” and “可能

Example 4: Should such negotiations fail, such dispute may be referred agreement reached after such dispute occurs.

Reference: 如协商未果, 合同中又无仲裁条款约定或争议发生后未就仲裁达成协议的, 可将争议提交有管辖权的人民法院解决。

Single and plural forms of nouns are usually of syntactic significance in English. Usually, the same word may have the same meaning in single and plural forms. However, some special words used in contracts have different meanings in single and plural forms. Therefore, Liu Chuan and Wang Fei think when it comes to some daily words appearing in English contracts, their specific meanings in contract must be carefully understood.

Example 5: Lucasfilm, for example, receives a percentage of the sales made by companies marketing Starwars, thus Lucasfilm's revenues increase with each additional toy that parker Kenner sells in the United Kingdom,

Reference: 举例来说, 卢卡斯制片公司通过其它公司推销《星球大战》拷贝的销售额中收取一定比例抽成, 这样, 帕克勒公司在英国每售出一部拷贝就能使卢卡斯公司增加收入。

The translation of "sale" into Chinese should be “销售”, but "sales" should be “销售额” It is easy to confuse their meanings.

It is not difficult to find some archaic words that are seldom used but are frequently found in contracts when translating English business contract. These terms, although small in number, are the formal words used exclusively in legal contracts and documents and construct the style of legal documents. Technical terms require unambiguousness and the meaning of the expression is fixed and cannot be changed arbitrarily. For example "whereas" is a common word in business contract. It

is hard for the public to understand or accept, but it is the guarantee of accurate expression of contract language, and it should be translated into “鉴于” in Chinese.

Example 10: Whereas the Bank has agreed to extend a short-term credit loan for the purpose of providing general working capital to the Company. The Parties thereto do hereby agree as follow.

Reference:鉴于该银行同意向该公司提供短期信贷作为其周转资金之用，双方同意以下各点。

Archaic words are usually some technical terms in English contract. They are usually composed by "here", "there" or "where" and "in", "of" and "on" etc. "For example, herein, "hereto and hereof are archaic in English. Here means "this agreement, herein can be understood as "in the agreement hereto can be understood as "to the agreement; hereof can be understood as "of the agreement." As Yang Mengqi put it, “When translating English business contracts, technical terms should be carefully translated even though their compositions are simple, but the meanings of them are exclusive.” [4]

3. Merits of Youdao Dictionary

Many kinds of modal verbs are used in English business contract. And attention should be paid when translating them because of their complicated meaning. The most used modal verb is "shall", which is the most complicated one, too. "Shall not" is also the second most used modal words in English business contract. In most cases, dictionary software translate "shall" into and translate "shall not" into “不”. These translations conform to the meaning of sentences, which are accurate translations.

Example 11: Any amendment to this Contract or to its appendices shall come to force after the written agreement is concluded and signed by the Parties hereto and approved by the original examination and approval authorities

Translation of Youdao :本合同或其附件的任何修改，均应在本合同双方签署并经原审批机关批准后生效

Reference:本合同及其附件的任何修改，必须经双方签署书面合同文件，并报原审批机构批准后才能生效。

The difference between the translation of Youdao Dictionary and reference exists in the degree of tone. The translation of "shall" by Youdao Dictionary is softer than reference, but it is acceptable.

Example 12: The application or non-application by company of its rights under this Article 41.2 shall not affect the obligations and responsibilities of contractor under the contract.

Translation of Youdao Dictionary:根据本条例第 41.2 条的规定，公司的申请或非申请不影响承包商在合同项下的义务和责任。

Reference:无论公司是否行使第 41 条第 2 款规定的权利，均不得影响承包商履行合同义务和责任。

The translation of "shall not" by Youdao Dictionary is almost the same as the reference. Example 18 is a good example to show the accuracy of translation software. Declarative Sentence is the dominant sentence pattern in business contract. To translate declarative sentences, translators and translation software can translate them in their words order. Because of the particularity of declarative sentences, dictionary software can perform well in translating declarative sentences.

Example 13: Any item valued in excess of \$500 which is purchased by the contractor under the contract and reimbursed by the department, is the property of the department and may be disposed of at its discretion, with all monies realized being to the department

Translation of Youdao Dictionary:任何价值超过 500 美元的物品，由承包商在合同项下购买，并由部门偿还，是本部门的财产，可以自行处理，所有的款项均由本部门处理。

Reference:承包商依照本合同采买的物品和该部报销的物品价值超过 500 美元的，其财产所有权归该部，可自由处分，将变现返还给该部。

In Example 13, the translation of Youdao Dictionary is acceptable. The translation difference

between Youdao Dictionary and reference is of some words' order, and the general meaning is the same. It is not necessary to change the position of the words like other complicated sentences to get the correct translation when translating declarative sentences. Therefore, in most cases, declarative sentences translated by translation software are not bad.

4. Flaws of Youdao's Translation

According to the difference between the nature of legal language and the specific features of both of English and Chinese legal systems and language, translation software still cannot generate a satisfactory version and translation. The examples are selected from business contracts and the following translations are translated by Youdao Dictionary.

One of the frequent translation errors translation software made is lexical error. The words used in business contract are fixed and exclusive, such as some technical terms like "know all men by the presents". It is hard for translation software to translate business contract well because they lack logical knowledge. The most common translation errors made by translation software are listed as follows. Some single and plural forms with different connotations appear at high frequency in the contract, such as "future 未来) and futures(期货)property(房地产、所有权) and properties(1 特性), import (进口 ")and Imports(进口商品或进口数额、种类), and paper(纸张) and papers(论文”、证件、文件'), ect. " Li Hao explain that, "there is a huge difference between their single and plural forms, and sometimes dictionary software could not figure them out. That is one of the common errors in translation by translation software."^[5]

Example 14: They found difficulty in meeting their engagements

Translation of Youdao Dictionary:他们发现很难满足他们的约定。

Reference:他们发现还债困难。

Engagement" in single form can be "dating" or "occupying in some jobs", but when in its plural form used in contract, the meaning of it should be "debt" Therefore, the correct translation of "engagements" into Chinese is “债务”.

Example 15: The price of fireworks is a matter of arrangement.

Translation of Youdao Dictionary:烟花的价格是一个安排的问题。

Reference:烟花价格可以商议决定。

"Make arrangements" is a common term in business contract, and the Chinese meaning of it is “作安排”. However, when it is used in the single form, the meaning of it should be changed into "negotiation not arrangement". The single and plural forms are confusing not matter to translators or translation software, so the developers should enlarge the corpus of translation software to get the correct translation. Technical terms are a major part of business contract for its specialty and they cannot be replaced by other terms. These terms are unfamiliar to the public and small in number, but are the formal words used exclusively in legal contracts and documents and are also the special parts of legal style. Li Xinyuan believes, “legal terms and "jargon" are common in English contracts, If the translator does not have a degree of legal expertise. Without the knowledge background of Anglo-American law, it is difficult to understand the meaning of words and to translate accurately, Sometimes translation software cannot translate technical terms well for their exceptional usage.”^[6]

Example 16: KNOW-ALL MEN by these presents that we (banks name) having our registered office at (hereinafter called "the Bank") will be bound unto (the Owners name)(hereinafter called" the Owner")in the sum of for payment well and truly to be made to the said Owner. The Bank will bind itself its successors and better assignee by these presents

Translation of Youdao Dictionary:知道所有的人都被这些礼物我们(银行名称)在注册办公室(以下简称“银行”)将被绑定到(所有者的名称)(以下简称“业主”在支付的总和和真正的所有者说, 世行将绑定本身, 其继任者和受让人更好的礼物。

Reference:根据本文件, 兹宣布, 我行(银行名称)其注册地点在(注册地名)(以下简称银行), 向(业主名称)(以下简称业主)立约担保支付(金额数)的保证金。本保证书对银行及其继承人和受让人均具有约束力。

The translation of "know all men by these presents" by Youdao Dictionary is wrong because it simply translates these words directly into the words' meaning. According to the computer algorithms, the Youdao Dictionary translates these words into “知道所有的人都被这些礼物” However, it should not be translated so in business contract. The word present" in Latin Dictionary means "someone is advised". Therefore, the know all men by these presents " should be translated into “根据本文件，特此宣布” In contracts. Therefore, Youdao Dictionary should enlarge its corpus especially technical terms to guarantee better translation. Dictionary software make not only lexical errors, but also syntactic errors in business contracts. Most translation software can only translate sentences directly, but there is a huge difference in word order between English and Chinese that translation software cannot figure out. Some common syntactic errors are listed as follows,

4.1 Voice: Passive Voice Sentences

In English business contract, the drafters use more passive voice sentences than active voice sentences for they can reach the goal quickly and can skip doers. In general, to translate passive voice sentences well is hard for Chinese because they tend to use active voice sentences in daily life or writing. Therefore, the best way to translate passive voice sentences is turn them into active voice sentences

Example 17: While every employee is encouraged to exercise his/her political rights and responsibilities as an individual, neither party or any employee may sue resources of respective party to make any political contributions to any political party or to any person seeking political office.

Translation of Youdao Dictionary: 每一名雇员都被鼓励行使其作为个人的政治权利和责任，任何一方或任何雇员都不得利用各自的政党资源对任何政党或任何谋求政治职位的人做出政治贡献。

Reference: 鼓励每个员工作为个体行使其政治权利，履行其政治责任，但当事人或员工均不得利用其资源，为寻求执政的任何政党或人员提供政治捐款。

Youdao Dictionary translates the above example is acceptable, but it still makes an error. Chinese like to take subjects at the beginning while they are talking or writing, So most sentences they used are active voice sentences. It is differing from English. To translate passive voice sentences into Chinese, the best way is turning them to active voice sentences. Therefore, "is encouraged should be translated into “鼓励”

4.2 Complex Sentences

Conditional sentences play an important role in business contract for they can express conditions of supposition, prerequisite, exception and fact. There are many sentences in contract to take conditions to illustrate both party's rights and responsibilities. "In conditional adverbial clauses, conjunctions are usually clearly marked out, for example, “若’、如，· 除非，则”. Pan Lanlan once said, “To translate conditional sentences well, translation software should put conjunctions of leading conditional sentences into corpus and understand their usages.”^[7]

Example 18: ①in case the quality quantity or weight of the goods is found not in conformity to those stipulated in this Contract after re-inspection by the China Import and Export Commodity Inspection Bureau within 15 days after the arrival of the goods at the port of destination, the Buyer shall ②return the goods to, or lodge claim against the Seller for compensation of losses upon ③the strength of Inspection Certificate issued by the said Bureau. with the exception of those Claims for which the insurers or the carriers are liable.

Translation of Youdao Dictionary: ①质量，发现货物的数量或重量与本合同规定不符后由中国进出口商品检验局复检后 15 天内货物到达目的港时，买方应②返回货物，或向卖方提出索赔的赔偿损失的③强度检验证书签发的局说，除了这些①索赔的保险公司或航空公司责任。

Reference: 货到目的港后 15 天由中国进出口商品检验局复检，①如发现货物的质量、数量或重

量与本合同规定不符时，除保险公司和船运公司负责①偿的部分外，买方凭中国进出口商品检验局出具的检验证明书，向卖方提出退货或索赔。

Example18 is conditional sentence guided by "in case". However, Youdao Dictionary cannot translate the meaning of "in case" well. What's more, "the quality", "quantity or weight" is the modifier of "the goods" that cannot be separated when translating, "Return the goods" is translated into “退货” which suits Chinese language habits better.- By the said Bureau means "the China Import and Export Commodity Inspection Bureau" which has mentioned before. Therefore, the translation of it is “中国进出口商品检验局出具的检验证明书” rather than “检验证书签发的局说”. “Claims” in Example 24 is a noun not a verb, but Youdao Dictionary translates it as a noun here are many conjunctions like "in case of", "if" and "except" that can lead conditional sentences. Translation software should distinguish them let alone translate them correctly.

Most sentences in business contract are long and complicated with many subordinate clauses, word juxtapose and phrase coordination. Wang Wei 2010: 5) finds in order to accurately define the rights and obligations of all parties and eliminate the possibility of being misinterpreted, misunderstood or ambiguous. it is necessary to extend many modifications, limitations, and additional components of sentences, using non-predicate verb phrases, parallel structures, attributive phrases, compound sentences and master-slave compound sentences and so on.

Example 19: The rights and liabilities of the parties hereto will ①bind insure to the benefit of their successor, executors or administrators, ②provided, however that Party B may not assign or delegate this Agreement of any of its license, rights or duties under this agreement, ③whether by operation of law or otherwise, without the prior written consent of Party A except to a person or entity into which it has merged or which has otherwise succeeded to all or substantially all of its business and assets to which this agreement pertains, by merger, reorganization or otherwise, and which has assumed in writing or by operation of law its obligation under this Agreement.

Translation of Youdao Dictionary:双方的权利和责任将确保①绑定到他们的继任者执行人或管理员，②提供，然而，乙方不得转让本协议或委托的任何许可依照本协议所享有的权利或义务，③是否由法律的实施或否则未经甲方事先书面同意、除了一个人或实体的合并或否则成功全部或实质上所有的本协议有关其业务和资产，通过合并，重组或否则，假设以书面形式或法律的实施本协议下的义务。

Reference:协议双方的权利、责任对协议的继承人、执行人或管理人生效，对其有①约束力。②但未经甲方事先书面同意，乙方不得③运用法律或其他手段，擅自转让或指定或采取其他方式转让，指定本协议规定的属于自己的任何许可权、权利或义务。乙方将债权债务转让或指定给合并后一方的个人或企业时，或将债权摘取转让或指定给继承了与本协议相关的部分或实质上全部财产或经营的个人或企业而该个人或企业以书面形式或依法履行合同义务的方式享有权利、履行责任时，则不受此限。

This lengthy sentence is about an agreement on assignment. In this sentence, it has several compound clauses, and four attributive clauses. It is important to find out the main clause and subordinate clauses. Bind in Example19 is a verb, but when translating it into Chinese, it should be turned it to a noun like “约束力”. “Provided” is a conditional conjunction which phase should be turned to a verb not a noun. Therefore the correct translation of it is “运用法律” rather than “法律的实施”. “Otherwise” in this phase means "other methods" not "or else". which Youdao Dictionary misunderstands. As Fang Fei put it, “Translating lengthy sentences is still a tough job for translators and translation software. The first step of translating lengthy sentences is figuring out the main clause and clarifying the subordinate clauses that can gain a better translation.”^[8]

5. Conclusion

In today's economic globalization, trades between countries become more and more important and necessary. Drafting a contract before making deals is the guarantee of both parties' rights and

obligations. English business contract has its own tied structure, including the non-operative part and the closing part. This paper focuses on the general terms and conditions in the operative part and analyzes the translation of English business contract offered by Youdao Dictionary, especially on lexical and syntactic level. Youdao Dictionary is selected as the represented translation software because it has the largest number of users in translation software market.

The translation result of Youdao Dictionary is acceptable. On one hand, it translates accurately in an acceptable way, on the other hand, it still makes some translating errors. For instance, Youdao translates modal verbs and declarative sentences well without making serious mistakes, while it comes to some terms in single and plural forms and passive voice sentences, conditional sentences and lengthy sentences, Youdao fails to work it out properly. As to some technical terms, it doesn't know the true meanings at all, let alone translate them correctly. In terms of some complicated sentences, it cannot adjust the sentences order. As a result, it can only translate them word by word. The translation generated in this way is not natural and readable. It is hoped that the paper may help developers of translation software to improve the quality of translation and alert the users of translation software not to depend on translation applications completely while translating English business contracts.

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