

A Study on English-Chinese Translation of Business Contracts Based on the Functional Equivalence Theory

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This study explores the translation of business English contracts from English to Chinese from the perspective of functional equivalence. The functional equivalence theory involves three aspects of functional equivalence: lexical equivalence, sentential equivalence, and textual equivalence. As far as translation is concerned, translators adopt different translation techniques for different types of texts, striving to achieve equivalence in lexical, sentential, and textual functions. Therefore, translators are to recognize the different characteristics of business English contracts and highlight English translation styles and characteristics with the help of the functional equivalence theory.

Keywords: English-Chinese translation, business contracts, the functional equivalence theory

Introduction

With rapid development of global economy and deepening of communication and exchanges among different countries, the use of business English contracts is becoming more and more popular. Business English is used to meet the needs of business activities, involving not only the translation and use of business English, but also cultural communication, communicative competence, national habits, etc. The functional equivalence theory is proposed by Nida (1964). He lays emphasis on the reader's response to maximize and optimize the expression of the original information. The realization of the function of business English is a key factor to achieve successful expression, so that readers can have a full understanding of the content of the text, which is also consistent with the core of the functional equivalence theory. The functional equivalence theory plays an important role in guiding the translation of business English texts. This paper applies this theory to guide the translation of business English contracts.

An Overview of Functional Equivalence

Since the early 1980s, western translation theories have exerted great influences on the Chinese translation circle. Among them, the most influential one is the functional equivalence translation theory proposed by Nida. He put forward the idea that translation is to reproduce the information of the source language from semantics to style in the most appropriate and natural language. Based on Nida's functional equivalence theory, the process of translation can be divided into three steps: (1) decomposing the original text into the core elements with the simplest structure and clearest semantics; (2) translating the meaning of the original text into the target

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language in the deep structure; (3) generating the surface structure with the style and meaning equivalent to the original text in the target language.

Formal equivalence is analogous to functional equivalence. Nida (1964) does not advocate the exact equivalence between the translation version and the original text, nor does he believe that the translation version is a copy of the original text or a cross-translation according to the original format or the order of expression, because this may make the translation seem rigid, and the target audience may not receive the information of the original text accurately, resulting in the loss or lack of the original meaning.

Therefore, the functional equivalence theory shows its advantages. That is, it pays attention to readers' responses and helps to reproduce the original information. The translation should fully express the meaning of the original text and accurately express the style, tone, and implication of the target text. If there is a formal difference between the two languages, the translator needs to change the form of the original language and complete the translation task according to the language expression habit of the target language.

Connotations of the Functional Equivalence Theory

Functional equivalence contains four aspects: lexical equivalence, sentential equivalence, textual equivalence, and stylistic equivalence.

First of all, lexical equivalence refers to the equivalence of the corresponding words in the target language and the source language. Although few words have the same meaning in a language, the same form of a word can be used to express different meanings. For example, advice means either “建议” (jiānyì) or “通知单” (tōngzhīdān) in business English.

Secondly, sentential equivalence is also important. The translators should pay attention to sentential equivalence. When dealing with different sentence patterns (such as the compound sentences containing adverbial clauses or attributive clauses), the translator should have a good command of the equivalence of the meaning of either the translation version or the original sentence.

Finally, different literary styles have different linguistic characteristics, so the translation methods are naturally different. For example, scientific and technological literature has its own precise and scientific translation methods, and prose has its own beautiful language and exquisite words translation methods. Translators should conduct the translation according to different styles and master different translation methods.

Brief Introduction of Business English Contract and Its Translation

A business contract is legally binding on both parties. As such contracts are often foreign-related transactions, they are written in both Chinese and English. There are many types of contract documents, such as the contract model made by the industry association, the standard text of a certain industry, the contract form provided and made by the operator, and the contract text signed by both parties. Contracts may also be concluded by ordinary mail, registered mail, express mail, etc. Telegrams, telexes, and faxes can also be in written forms. Regardless of the written form, due to the legal effect of the contract, both parties hereto must strictly abide by the agreement and fully perform their respective obligations.

Characteristics of Business English Contracts

First characteristic of business contract is the lexical feature. Business English contracts are written by using a lot of professional lexical terms. Take the translation of the following sentence as an example.

Original version: The seller guarantees that it is the legal owner and/or holder of the licensed know-how and/or patent, and that it has the right to grant the license thus to the buyer

Chinese version: 卖方保证自己是该许可专有技术和/或专利的合法的所有人和/或拥有者, 且保证自己有权许可该项技术授权买方。

In this case, “licensed know-how” is a proper noun and this kind of noun needs to be kept in mind.

Synonyms are also commonly used in business contracts. For example, in the above example, the synonyms “owner” and “holder” are used to make the contract clearer and avoid ambiguity. Similar synonyms include “claims and claims”, “power and authority”, “bind and restrict”, “sole and exclusive”, etc.

Archaic words and loanwords are widely used in business contracts. For example, “hereunder” is an archaic word, which means “在此之下”, and “force majeure” is a loanword, which means “不可抗拒的”. These kinds of words are often used in business contracts.

Another characteristic of business contracts is concerned with the sentences used in this type of language. Two of the features are “concise” and “logical”, which enable both parties of the contract clearly understand the content of the contract, ensuring that the terms of the contract are not ambiguous.

The third one is the textual characteristics of business contracts. One of the major characteristic of a business contract is the itemization of the text expression structure and the formatting of the structure.

Translation of Words and Sentences in Business English Contract

There are many professional terms in contract translation, especially in terms of accuracy. Adverbs are frequently used in business contracts. Therefore, the translator is to accurately grasp the degree of adverbs and make accurate and reasonable translation. For example, when translating the modal verbs, the translator is to pay attention to the degree of the expressions in the original text. Translators should be very careful when translating these words to avoid controversy.

Sentences used in business English contracts are often long and complex. Lots of English sentences in international business contracts are complex and/or compound sentences. The purpose of using this kind of sentences is to ensure that the sentences used in business contracts are logical and semantically right, eliminating all the possible misunderstandings and ambiguities.

When translating a long sentence in a business contract, the first step is to correctly understand the logical relationship among different components of the sentence; then the next step is to properly segment them and sort out the main components of the sentence. In the process of translation, the translator generally focuses on the main elements of the sentence, and, if necessary, changes the word order and recombines them in accordance with the rules of Chinese expressions. Take the translation of the following sentence as an example.

English version: The parties hereto have caused their representatives, duly authorized for the purpose, to set their hands and seals to two copies of the agreement, both of which shall be authentic, on the day and year first above written, each party retaining a copy thereof.

Chinese translation: 本协议由双方各自全权代表在上述首签之日起亲笔签订, 一式两份, 双方各执一份, 各自具有同等效力。立此为证。

This is the conclusion of a contract. The English translation is almost completely different from the writing way in the original text, which completely subverts the way of writing in Chinese. For the Chinese translation of sentences, we need to follow the language habits of Chinese.

Principles of Translating Business English Contracts

One of the principles of translating business English contracts is professionalism. Business English itself is a professional language. For example, the Chinese expression “因为” is usually translated into “by virtue of” rather than “because” in English. Moreover, in the sentence “At the request of Party B, Party A agrees to send an engineer to assist Party B to maintain the equipment”, “request” is more accurate and formal than “help”. Professional terms are widely used in English contracts, involving the technical terms in the field of foreign trade, law, etc. For example, “bills of lading” is translated into “海运提单” in Chinese. The meanings of words are fixed and cannot be changed at will. The use of professional terms in the translation of business English contracts not only reflects the professionalism and authority of the contracts, but also improves the efficiency and legitimacy of transaction activities.

Another principle is accuracy. The wording of time in a contract is liable to be ambiguous. Take the sentence “The seller may exercise its right between August 1, 2010 and August 29, 2010” as an example. In this sentence, it is not clear whether “between” includes “August 1” and “August 29”. To avoid the ambiguity, two prepositions or other adding words can be used. Here, the sentence can be changed to “The seller may exercise its right after August 1, 2010 and before August 29, 2010” or “The seller’s right begins on August 1, 2010 and ends on August 29, 2010”

The translator should also pay attention to the expression of numbers. In order to avoid loopholes in a contract and avoid legal risks, the use of English in translating contract numbers should be consistent. In English, it is customary to add “SAY” and “ONLY” after the quantifiers, which are equivalent to “大写” and “整” in Chinese. In addition, translators are to pay attention to the decimal point (.) or the section number (,) in the amount. Once there are translation errors in these two symbols, the legal consequences will be unimaginable.

Application of Business English Contract Translation Under the Guidance of Functional Equivalence Theory

Lexical Equivalence

According to the functional equivalence theory, we need to pay attention to the flexibility of translation on the premise of following the principle of lexical equivalence. Look at the following example:

English version: You may rest assured that shipment will be effected according to the contract stipulations.

Chinese translation: 您尽管放心，我们将会按照合同规定如期装货。

From this example we can see that transmitting information in Business English translation is of great importance. The above example sentences achieve semantic functional equivalence, and have not changed a lot.

Sentence Meaning Equivalence

In order to achieve information equivalence, we should not only write in a standard way, but also avoid some spelling and grammar mistakes, and avoid literal translation, dead translation, and random translation as much as possible. Nida’s functional equivalence theory emphasizes that if the content of the original is to be preserved in translation, the form must be changed. For example, in Business English contracts, a frequently used word is “subject to”, which originally means “使服从”. In Business English contracts, the main purpose of the word “subject to” is to determine and execute the contract.

Text Equivalence

In order to express contract information accurately and clearly for foreign traders, we need to realize text equivalence. To better promote the exchange between trade and culture is the dominant purpose of business English contract translation.

The Importance of Considering Cultural Factors

The rich contents and activities of international business determine the diversity, complexity, and particularity of business English translation. Business English involves theoretical knowledge, professional characteristics, and expression mode, as well as communication and exchanges between different cultures around the world. The most serious mistakes in translating and interpreting are usually not the result of verbal inadequacy, but of wrong cultural assumptions (Nida, 2001). Therefore, in the process of translating business English texts, in addition to the precious delivery of information, we should also pay attention to find the connecting point between the eastern and western cultures, so that the translation is more in line with the habits of cultural exchanges. In the following texts of this paper, two points of cultural factors are exhibited.

Differences in History and Culture

China is a country with a long history, and its philosophy has a great influence on its culture. From the totem worship of primitive dragon in the Neolithic age more than 7,000 years ago, people still use idioms or allusions with the word “dragon” to describe the beautiful things in life. For thousands of years, dragon culture has penetrated into all aspects of Chinese society. The dragon has become the symbol of China and the Chinese culture. However, foreigners regard dragon as a symbol of evil. And Chinese people prefer auspicious words. So when translating a business advertisement, it necessary to respect the psychology of Chinese people. For example, when the world famous Coca Cola company takes Chinese names, in order to better conform to the expression habits of the target language, it adopts the name of “可口可乐” which is easy for the public to accept. In this case, the total equivalence does not work since cultural factors get involved.

Differences in Mode of Thinking

In western, people usually express their emotions and things directly and confidently. In China, people tend to express their emotions and things implicitly and euphemistically. They also like to use rhetorical devices in writing articles and poems. This kind of cultural differences between the east and the west is also reflected in many aspects of business English. For example, in the process of contract formulation, Chinese people habitually add “follow the principle of mutual benefit” and other similar sentences to the contract in order to reflect the principle of fairness and justice. However, in the eyes of western people, the contract agreement signed voluntarily by both parties does not need to be decorated with polite words. The mode of thinking and expression in Chinese is spiral. In the process of communication, the most important content is put at the end. On the contrary, in the west, they are the typically linear thinking mode and always arrange their talk in order of importance.

From the above two points, in addition to pursuing the equivalence of translated texts, cultural elements should also be taken into account.

Conclusions

The functional equivalence theory can be applied to the translation of words, sentences, and texts in

business English contracts. Business English contract, as a special style of business English, has its own features. In order to ensure the realization of translating business English contracts, translators need to take these features into consideration. What translators need to do is to pass on the latest expressions and ideas to the readers, and to ensure that the transactions between related parties go smoothly. The combination of the functional equivalence theory and translation of business English contracts can provide guidance during translation practice, which can improve the accuracy and standardization of translation, ensure the basic roles of contracts in business activities, and avoid disputes and economic risks caused by improper translation.

It is very important for translators to follow the functional equivalence theory. Translators need to accurately understand the meaning of the original text, grasp and understand the connotations of different cultures. In such a changing world, translators need to keep pace with the times, learn and master new cultural knowledge, and build a bridge for communication between different languages.

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