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## IS MACHINE TRANSLATION RELIABLE IN THE LEGAL FIELD? A CORPUS-BASED CRITICAL COMPARATIVE ANALYSIS FOR TEACHING ESP AT TERTIARY LEVEL

### Abstract

This paper is aimed at exploring whether and how machine translation (MT) can be relied on in the legal field. To this aim, clauses excerpted from a distribution agreement are translated from Italian into English by using the Deepl machine translation platform. In order to assess the reliability and quality of the translation, a corpus of distribution agreements written in English as a first language and as a *lingua franca* is composed. The contracts are sourced from the Onecler.com platform, and the reference corpus is built semi-automatically by using the BootCaT software solution. In order to retrieve documents drafted in international English and hence validated by international lawyers or businesspeople, advanced search techniques are applied. The corpus is then consulted by using the AntConc offline concordancer, and the MT is compared with corpus evidence. The paper findings highlight shortcomings in the MT related to legal formulae. Word order is sometimes incorrect and the system specificity of the legal language in the target text remains unaddressed. The paper calls for future improvements in MT software, and reports the need for translators and translation students to be acquainted with legal language style and writing conventions.

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### Key words

machine translation, corpus-based translation, corpus analysis, legal language, legal translation, ESP.

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## 1. INTRODUCTION

### 1.1. Machine translation

Machine translation (MT) is an application of natural language processing (NLP) which uses computers in order to automatically translate human language (Almahasees, 2022: 1; Hutchins, 1995, 2007; Specia & Wilks, 2016). MT implies knowledge of the syntactical, morphological and semantic aspects of a source and target language. In practice, it is a process whereby a software solution translates a text. The literature highlights various types of MT, such as Fully Automated Machine Translation, Human Aided Machine Translation, and Machine Aided Human Translation (Kastberg & Andersson, 2012). These methods correspond to various degrees of automation and user's control of the translation process. There are also differences between statistical MT (SMT) (Brown et al., 1990) and neural MT (NMT) (Cho et al., 2014), whereby the former has been replaced by the latter over the years (Rivera-Trigueros, 2021; Tan et al., 2020). In particular, SMT implies processes that learn latent structures from parallel corpora, whereas NMT addresses translation on the basis of a recurrent neural architecture (Cho et al., 2014; Rivera-Trigueros, 2021).

Several scholars present the benefit of using MT in the foreign language classroom, and they report the increase in the use of MT software thanks to its enhanced quality (Lee, 2021). Others have focused their analyses on translation training implications and applications (Briva-Iglesias, 2021), and have highlighted how MT could be implemented in legal translation training. At the same time, however, many have warned against the errors and shortcomings that still abound in MT (Briva-Iglesias, 2021). Hence, the importance of human intervention in MT is central in the literature. In this respect, researchers posit that human interaction is vital during and after the translation process to guarantee translation quality (Chan, 2018). Other scholars claim that in order to be effective, MT must be contextualised at the document level (Miyata, 2021). Vieira, O'Hagan, and O'Sullivan (2021) report that MT may disregard certain language complexities, especially in the medical and legal fields. Also, they claim that at the current state, indiscriminate or uninformed uses of MT may increase social gaps.

For these reasons, and given the growing importance of MT both in the translation and educational field (Almahasees, 2022; Lee, 2021; Rivera-Trigueros, 2021), the literature has recently focused on assessing the quality and reliability of several MT tools (Almahasees, 2022; Rivera-Trigueros, 2021; Takakusagi et al., 2021). Rivera-Trigueros (2021), for example, questions the performances of MT platforms such as Deepl and Google in English and Spanish. Almahasees (2022) investigates the quality of some MT interfaces such as Google Translate, Microsoft Translator and Sakhr when translating from and into Arabic. In their analysis,

Takakusagi et al. (2021) explore the reliability of the DeepL Translator platform in the translation of medical texts from Japanese into English.

## **1.2. Corpora**

Corpora are claimed to be particularly useful in translation (Bernardini & Ferraresi, 2022) as they help identify collocations, word usages in context and language patterns. For these reasons, they allow users to make informed decisions (Rodríguez Inés, 2008; Vigier Moreno, 2019). Furthermore, as they are composed of authentic texts (Bowker & Pearson, 2002), the patterns of language they show are “real-life”. This entails that specialised corpora help explore hypotheses about technical languages in use (Zanettin, 2014: 12). Therefore, they are considered particularly resourceful in sector-based translations (see Frankenberg-Garcia, 2015; Giampieri, 2020; Vigier Moreno, 2019).

There are several types of corpora available (Bernardini & Ferraresi, 2022), which range from parallel and comparable corpora, to online and offline corpora. Parallel corpora are composed of original documents and their related translations (Sinclair, 1991; Zanettin, 2012). Comparable corpora consist of original texts in different languages addressing the same topic (Fantinuoli & Zanettin, 2015). Online corpora are collections of texts accessed by means of an online interface and they can be general (i.e. they address language in general) or specialised (i.e. they are sector-based). Offline corpora can be created by the user and consulted offline via specific software tools, namely “offline concordancers”. Examples of offline concordancers are AntConc (Anthony, 2022) and TextSTAT (Hüning, 2008).

The advantages of corpus-based translation have been highlighted by several scholars. Biel (2017: 316), for example, suggests two approaches: corpus consultation to translate and corpus study to reflect on the translation process. Zanettin (1998) argues that corpus evidence helps confirm the user’s intuition and/or translation hypotheses. In the same way, Vigier Moreno (2019: 101) posits that corpus analysis allows translators to increase their self-confidence.

Corpora are also consulted for other purposes; for example, to investigate the frequent collocations in different legal languages. In this respect, Husinec and Horvatić Bilić (2021) carry out a corpus analysis of the collocations of some key terms sourced from the UK Companies Act (2006) and the Croatian Companies Act. Also, Orts (2021) explores the peculiarities of the UK constitutional language by conducting corpus analyses of the decisions of the UK Supreme Court

## **1.3. Legal language and legal translation**

Legal language is argued to be rather intricate and archaic as it presents many features that make it different from any other technical language (Tiersma, 1999;

Williams, 2004). For example, the “language of the law” (as defined by Coulthard & Johnson, 2007: 35) is characterised by a recurrent use of the passive voice (Alcaraz Varó & Hughes, 2014: 19; Tiersma, 1999: 75); long sentences (Alcaraz Varó & Hughes, 2014: 18; Williams, 2004: 113); very few punctuation marks, such as commas (Williams, 2004: 113); cataphoric and anaphoric elements which refer back and forth to concepts or terms expressed in a document (e.g. “hereto”, “thereof”, “the said”, etc., Abate, 1998: 14-16); syntactical discontinuities and embeddings, which are phrases within a sentence that explain or introduce concepts or terms (Williams, 2004: 113); Latin and French expressions, such as *a fortiori*, *prima facie* (Bhatia, 2010: 29) or *salvage* (Alcaraz Varó & Hughes, 2014: 7), and formulaic expressions (Williams, 2004: 121).

An additional challenge of legal language is its system-specificity, i.e. the fact that it is strictly related to the legal system of a country (Cao, 2010; Nielsen, 2022). This means that legal translators must not only render words from a source language to a target language, but also from a source to a target legal system (Cao, 2010; Engberg, 2020; Nielsen, 2022). As concerns English and Italian, for example, translators must cope with two very different legal traditions: the common law and the civil law. These systems have their own principles and institutions (Gambaro & Sacco, 2000). Hence, proposing straightforward equivalences may be risky or inappropriate (Valori, 2008: 4). For these reasons, Newmark (1998: 5) posits that in legal translation “the temptation is to transfer as many SL (Source Language) words to the TL (Target Language) as possible”.

In order to tackle the intricacies of the language of the law, scholars suggest using *ad hoc* corpora. The literature abounds in examples of how legal discourse can be addressed and translated by using corpora (Frankenberg-Garcia, 2019; Giampieri, 2018; Monzó Nebot, 2008; Vigier Moreno, 2019). However, little has been investigated as regards machine translation in the legal field, especially as far as private legal texts are concerned. Muravev (2021), for example, proposes ways in which MT technology can be bettered in order to improve the motivation of legal English students. Wiesmann (2019) explores legal MT from Italian into German and highlights the difficulties posed by the system specificity of the legal language, and the necessary compliance with legal formulae or language conventions.

Hence, there is a gap in the literature as regards the machine translation of (private) legal texts. In particular, the gap concerns the assessment of MT quality in light of corpus analysis, and this paper aims to bridge this gap.

The paper is focused on exploring the quality and reliability of machine translation and corpus-based translation, from Italian into English, of a private legal document (a distribution agreement). The questions that this research paper aims to address are the following: Is the machine translation of a contract accurate? Can it be considered “authentic”, i.e. resembling legal language in use? Is it reliable, i.e. does it resemble the legal language of texts used internationally and validated by international lawyers and/or businesspeople? Is the machine-translated text qualitatively better or worse than a corpus-based translation? To answer these

questions, distribution agreements drafted in English as a first language and as a *lingua franca* are downloaded to compose an *ad hoc* corpus. Hence, the quality of MT is assessed in light of corpus evidence.

## 2. METHODOLOGY

The draft of a distribution agreement proposed by the Italian Chamber of Commerce of Ancona<sup>1</sup> is translated automatically by using the DeepL MT platform. In order to assess the quality and reliability of the machine-translated text, a corpus of authentic distribution agreements drafted in English is composed. The original documents are sourced from the Onecle.com contract database.

The corpus of distribution agreements is composed by using the semi-automatic function of the BootCaT software solution (Baroni & Bernardini, 2004). In order to proceed with this mode, it is necessary to search for specific words or sets of words on a commercial search engine such as Google, and save the corresponding results pages in a folder. Then, by launching the BootCaT semi-automatic mode, it suffices to upload the results pages collected to retrieve a consistent number of URLs and related documents.

For the purpose of this paper, the following query is written in the Google search string: “*distribution agreement*” *site:onecle.com*. This query is necessary to search exactly for the set of words “distribution agreement” in the onecle.com domain. The Onecle website is a database containing legal documents (such as contracts and agreements) drafted in English as a first language and as a *lingua franca*. Thus, the search helps retrieve documents written in English as a first language and as a “validated” *lingua franca*. The contracts obtained may have English and non-English speakers involved and could be original source documents or official translations into English, accepted and validated by international lawyers or businesspeople. In either case, their language conforms to the international legal language in use and/or to Legal English as a *Lingua Franca* (Anesa, 2019). Monzó Nebot (2003), for example, uses both original and translated texts in legal translation training.

The corpus created by following the above procedure is composed of 100 documents (28,081 word types and 1,046,006 tokens), and the AntConc (Anthony, 2022) offline concordancer is used to consult it.

For the purpose of this paper, the clauses of the MT are analysed in light of corpus evidence; hence, the words and phrases used in MT are searched for in the corpus in order to verify whether they can be acceptable translation options in the given context.

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<sup>1</sup> [http://www.cciaamc.sinp.net/old-siti/Sito-AN-DOS/copia%20statica%20sito%20ancona/www.an.camcom.gov.it/sites/default/files/DEF\\_ConcessioneVendita.pdf](http://www.cciaamc.sinp.net/old-siti/Sito-AN-DOS/copia%20statica%20sito%20ancona/www.an.camcom.gov.it/sites/default/files/DEF_ConcessioneVendita.pdf)

### 3. ANALYSIS

This section provides an in-depth critical and comparative analysis of the machine-translated text *vis-à-vis* corpus evidence. The Appendix and the tables below report the source text, the machine-translated text and the corpus-based translation(s) of the clauses. The tables which follow show a limited number of translations; more options are found in the Appendix. Some terms are in bold to enhance readability. Company's names are anonymised by "XX" and "YY".

The first clause concerns the contract premises or recitals. This part of the contract establishes the agreement or understanding between the parties and the intent to distribute the company's products in the territory.

No.	Source text	Machine-translated text	Corpus-based translation
1	<i>PREMESSO CHE</i>	WHEREAS	RECITALS / WITNESSETH / PREAMBLE
2	<i>a) il <b>Concedente</b> intende promuovere la vendita dei propri prodotti,</i>	a) The <b>Grantor</b> intends to promote the sale of its products,	Whereas, <b>Supplier</b> / The <b>Company</b> / <b>Seller</b> / <b>Manufacturer</b> desires to further/promote the sale of its Products
3	<i>meglio specificati all'<b>allegato</b> "A" al presente contratto,</i>	better specified in <b>Attachment</b> "A" to this contract,	specified in <b>Exhibit A</b> of this Agreement
4	<i>nelle seguenti <b>zone</b> meglio <b>specificate</b> all'<b>allegato</b> "B" al presente contratto</i>	in the following <b>areas</b> better <b>specified</b> in Attachment "B" to this contract	in the <b>Territory</b> described in Exhibit B of this Agreement.

**Table 1.** Contract premises or recitals: the parties, their intent

The MT of "*premessso che*" is "whereas" (line 1 of Table 1 above). By searching for "whereas" in the corpus, 232 hits are obtained with phrases such as "RECITALS. Whereas XX has developed and owns certain proprietary technology", "WITNESSETH. Whereas, Vendor is the owner of the Service"; "Whereas, XX wishes to market the Service", and "PREAMBLE. Whereas XX and YY entered into a Reseller Agreement (...) for the distribution of certain YY Products (...); Whereas the Reseller Agreement provides that (...)". As can be noticed, the words "witnesseth", "preamble" and "recitals" are written in capital letters and function as titles. For this reason, they are separated from the rest of the clause text. The word "whereas", instead, is generally written at the beginning of every sentence and is part of the "premises" or "recitals". Therefore, the exact equivalent of "*premessso che*" is "Witnesseth", "Recitals" or "Premises".

As regards the parties involved (line 2 of Table 1), the MT reads "Grantor" and "Distributor". The term "grantor" is a literal translation of "*concedente*". However, if "grantor" is searched for in the corpus, only 4 hits are retrieved in unrelated contexts, such as "the credit grantor". In order to find the parties' names, it is

possible to search for “distributor” in the corpus, so that the following phrases are retrieved: “provided by Seller to Distributor”; “[Company’s name] shall give to Distributor”; “Supplier warrants the Distributor that”; “given to Manufacturer by Distributor”, and “between Company and Distributor”. Also, if the collocates of “distributor” are searched for, the following terms appear: “supplier” (158 hits); “seller” (75 hits); “manufacturer” (52 hits), and “company” (52 hits). Therefore, the parties to the contract are, mostly, “supplier” and “distributor”.

As regards the phrase “(*il Concedente*) *intende promuovere la vendita dei propri prodotti (...) nelle seguenti zone*” (line 2 and part of line 4 of Table 1 above), the MT is “(the Grantor) intends to promote the sale of its products (...) in the following areas”. As can be noticed, although grammatically correct, the MT is a literal translation. It is now interesting to verify whether the English legal language makes use of similar expressions when stating the intent of a party to become legally bound. If the verb phrase “intends to” is queried in the corpus, unrelated phrases are retrieved, such as “distributor intends to use”, or “any third party who intends to sell”. Therefore, this verb is probably not the most appropriate equivalent of the Italian “*intende*”, despite being its cognate. By searching for the expression “the sale of”, the following phrases come to the fore: “XX desires to further the sale of its products to veterinarians’ offices”, and “Distributor shall use commercially reasonable efforts to promote the sale of Products in the Territory”. On the basis of these results, the source phrase can be rendered as “(the Supplier) desires to further/promote the sale of its products in the Territory” (see line 2 of Table 1, corpus-based translation column).

The adverbial phrase “*meglio specificati all'allegato 'A' al presente contratto*” is rendered as “better specified in Attachment ‘A’ to this contract” by MT (line 3 of Table 1). In this regard, if the expression “better \*ed” is queried in the corpus, no hits are retrieved. This query is useful to search for the word “better” followed by any word ending in “ed” (i.e. a past participle). Therefore, “better” may not be followed by any past participle in the corpus. By focusing the analysis on “*allegato*”, possible translations are “attachment” (as suggested by MT), “exhibit”, “enclosure” and “addendum” (as listed in many bilingual dictionaries). If the prepositional phrase “in exhibit” is queried, 177 hits are obtained. Related phrases are, for example, “specified/identified/named/shown in Exhibit A”. If “in attachment” is searched for, 22 hits are retrieved, whereas by querying “in addendum”, only 5 results are found. Sample phrases with these terms are “specified/described/set forth in Attachment/Addendum 1/A”.

Finally, as regards the expression “*al presente contratto*” (MT: “to this contract”), if “in Exhibit \* of” is searched for, it is possible to obtain phrases where the word “exhibit” is followed by any word or character and a prepositional phrase starting with “of”. For example, the expression “in Exhibit A of this Agreement” emerges. Therefore, the source phrase can be rendered as “specified in Exhibit A of this Agreement”. As can be noticed, the adverb “better” is not mentioned.

As concerns the phrase “*nelle seguenti zone meglio specificate all'allegato ‘B’ al presente contratto*” (MT: “in the following areas better specified in Attachment ‘B’ to this contract”) (line 4 of Table 1), the corpus consultation strategies are similar. If the expression “territory \*ed in” is searched for, it is possible to obtain any word ending in “ed” between “territory” and the preposition “in”. Hence, it is likely to retrieve past participles following “territory”. As a matter of fact, the following phrase is obtained “Territory described in Exhibit B” (see the corpus-based translation column of Table 1 above).

The premises clause further states that the distributor is granted the exclusive right to sell the company’s products, as long as it acts as an independent contractor. These parts of the clause are shown in Table 2 below.

No.	Source text	Machine-translated text	Corpus-based translation
1	<i>mediante concessione di vendita in esclusiva</i>	through <b>exclusive sales concession</b>	Whereas, [Company’s name] shall grant to Distributor <b>exclusive sale rights</b> for [products’ name];  Whereas, Supplier shall / wishes to grant to Distributor the <b>exclusive right to sell</b> [products’ name].
2	<i>senza che il distributore possa in alcun modo far parte dell’organizzazione del concedente rimanendo lo stesso distributore totalmente indipendente.</i>	without the distributor being in any way part of the Grantor’s organization, <b>remaining</b> the same <b>distributor totally independent.</b>	Whereas, Distributor shall <b>remain / act as an independent contractor</b> and nothing herein contained shall imply or constitute a partnership between the Parties.

**Table 2.** Contract premises: exclusive sale

As can be seen in line 1 of Table 2 above, the source text quotes “*mediante concessione di vendita in esclusiva*”, which is rendered literally in the MT (“through exclusive sales concession”). If the noun phrase “exclusive sale” is consulted in the corpus, no hits are found. By searching for “exclusive \* of” (where the asterisk functions as a wildcard character and replaces any word or character), no consistent results are found either. The only related phrase is the following: “Distributor shall be Seller’s exclusive distributor of Products in Japan”. As an alternative, the lemma “exclusive” could be explored by querying “*exclusiv\**”. Among its collocations, the word “sale” is noticed in phrases such as “XX granted to YY exclusive promotion, marketing, sale and distribution rights for ZZ in the United States”, or “shall grant to XX the right to be the exclusive wholesaler for the sale and delivery of the Products specified in Section 1.3”. In light of these results, it can be assumed that there is no full equivalent of the adverbial phrase “*mediante concessione di vendita in esclusiva*”. However, the communicative intent of the source phrase can be expressed with a standard sentence (i.e. a subject followed by a verb and an object), such as “XX shall grant to Distributor exclusive sale rights for [products]”, or “Supplier shall grant / wishes to grant to Distributor the exclusive right to sell [products]”. Also, given the



results obtained before, the following expression could be an acceptable equivalent: “Distributor shall be Supplier’s/Seller’s exclusive distributor”.

The phrase in line 2 of Table 2 establishes that the company and the distributor must be independent and separate (“*senza che il distributore possa in alcun modo far parte dell’organizzazione del concedente, rimanendo lo stesso distributore totalmente indipendente*”; MT: “without the distributor being in any way part of the Grantor’s organization, remaining the same distributor totally independent”). The keyword to search for is probably “independent”. In the corpus there are many interesting concordances with this word, such as “The Parties are entering this Agreement as independent contractors”, or “Each party is acting under this Agreement as an independent contractor and not as the agent or employee of the other”. Also, amongst the collocates of “independent”, it is possible to notice “distributor” in phrases such as: “The relationship between XX and Distributor hereunder is that of independent contractor”; “Distributor is an independent contractor”, and “the sole relationship between Company and Distributor is that of independent contractors”. The source phrase can, hence, be rendered as follows: “Distributor shall remain / act as an independent contractor and nothing herein contained shall imply or constitute a partnership between the Parties”; “The parties shall remain independent contractors and nothing herein shall create any association, partnership or joint venture between the Parties”, or “Each party is acting under this Agreement as an independent contractor and not as the agent or employee of the other” (see the Appendix ).

The next part of the premises or recitals asserts the distributor’s willingness (or interest) to sell the company’s products. Then, the premises clause ends with the formulaic expression “*tutto ciò premesso, si conviene e stipula quanto segue*”. Table 3 reports these parts.

No.	Source text	Machine-translated text	Corpus-based translation
1	<i>b) il Distributore ha interesse a rivendere i prodotti nelle aree meglio specificate all'allegato "B";</i>	b) the Distributor <b>has an interest in reselling</b> products in the areas better specified in Annex "B";	Whereas, Distributor <b>accepts the right to resell</b> the products in the Territory set forth in Exhibit B;  Whereas, Distributor <b>desires to have the right to sell</b> the products throughout the Territory specified in Exhibit B;
2	<i>tutto ciò premesso, si conviene e stipula quanto segue</i>	<b>WHEREAS, it is agreed and stipulated</b> as follows	<b>NOW, THEREFORE</b> , in consideration of the premises and mutual undertakings set forth herein, <b>the parties do hereby agree as follows:</b>

**Table 3.** Contract premises or recitals: distributor’s agreement and final formula

As with the other phrases, the MT proposes a literal rendering of the source text. If the word “interest” (or the phrase “interest in”) is searched for, unrelated results are found, such as “title and interest in the XX assets”, or “transfer of interest in the foregoing approval”. By searching for “resell”, instead, useful phrases are obtained, such as “accepts a non-transferable, non-exclusive right (...) to resell the products set forth in Addendum A (‘Products’), and “the right to resell the Software”. By querying “right to \*sell”, it is possible to verify whether the expression “right to” precedes “sell” or “resell”. The following phrase is retrieved: “XX shall have the right to sell throughout the Territory the products manufactured by or offered for sale by YY”. Hence, the source phrase can be rendered as follows: “Distributor accepts the right to resell the products in the Territory set forth in Exhibit B”, or “Distributor desires to have the right to sell the products throughout the Territory specified in Exhibit B”.

The final formula reported in line 2 of Table 3 sets the end of the premises and establishes the agreement between the parties. As usual, MT is literal, whereas the corpus-based analysis reveals extended and different English formulae, such as the following ones: “The parties agree as follows”, and “NOW, THEREFORE, in consideration of the premises and mutual undertakings set forth herein, the parties do hereby agree as follows:”. Finding these formulae is not particularly intricate, as it suffices to search for “as follows”, which translates the source phrase “quanto/come segue”.

The next clause addresses the subject-matter of the contract (see Table 4).

No.	Source text	Machine-translated text	Corpus-based translation
1	Art. 3 – <i>Oggetto</i>	Art. 3 – Object	Art. 3 – Distribution / Product Distribution
2	1. Il Concedente attribuisce <b>per la durata</b> del presente accordo	1. Grantor grants <b>for the term</b> of this Agreement	1. Supplier grants to Distributor, <b>during the term</b> of this Agreement.
3	il diritto esclusivo a distribuire, commercializzare e <b>rivendere nella Zona</b> di cui all'Art. 4 <b>i prodotti</b> elencati nell'allegato A e di seguito indicati con il nome di “Prodotti”	the exclusive right to distribute, market and <b>resell in the Zone</b> referred to in Article 4 <b>the products</b> listed in Annex A and hereinafter referred to as “Products”	the exclusive right to distribute, market and <b>sell the Products</b> hereinafter referred to as “Products” specified in Exhibit A <b>within the Territory</b> described in Art. 4
4	al Distributore che <b>reciprocamente si impegna</b> ad acquistarli dal Concedente e non da terzi.	to Distributor, which <b>reciprocally undertakes</b> to purchase them from Grantor and not from third parties.	and Distributor <b>hereby agrees to / shall</b> purchase the Products from Seller and not from a third party.

**Table 4.** The contract subject-matter

As can be noticed, the clause title “*oggetto*” is rendered as “object” in MT (line 1 of Table 4 above). If this word is searched for in the corpus, unrelated phrases are obtained, such as “to object to such deliveries”, or “object code”. By reading and

investigating the clauses composing the corpus, the term “object” is never used as a clause heading, but the subject-matter of the contract is referred to as “Distribution”, or “Product Distribution”, which are also clause titles.

In the phrase “*il concedente attribuisce (...) diritto esclusivo*” (MT: “Grantor grants (...) the exclusive right”), the verb “grant” is appropriate, as already stated in Table 2 above (line 1). The temporal expression “*per la durata del presente accordo*” is rendered as “for the term of this Agreement” in MT. If the phrase “the \* of this” is searched for in the corpus, the following expression is found: “during the term of this Agreement”. Hence, MT is mostly correct. However, in order to verify the position of this phrase in a sentence, it is necessary to explore whether and how it collocates with “grant(s)”. As can be noticed in Table 4 above, the MT quotes “Grantor grants for the term of this Agreement the exclusive right to (...)” (lines 1 and 2). By listing the concordances of “during the term of this Agreement”, it is possible to see that this expression is found either at the beginning of a sentence (as in “During the term of this Agreement, XX grants to YY ...”), or after the parties’ names, but before the object of the phrase (as in “XX grants to YY, during the term of this Agreement, a ...”). Therefore, despite proposing correct translation, the MT word order is to be improved.

The next phrase is “*il diritto esclusivo a distribuire, commercializzare e rivendere nella Zona*” (MT: “the exclusive right to distribute, market and resell in the Zone”) (line 3 of Table 4). If the phrase “the exclusive right” is queried in the corpus, the following phrases come to the fore: “the exclusive right to distribute and resell the Schedule ‘A’ Software, (...) within the Territory”, and “in the Territory (...) the exclusive right to market, distribute and sell the Products”. Therefore, it is evident that MT is correct; however, the word “Zone” should be replaced by “Territory”. Also, word order should be changed. Corpus evidence suggests that the verbs “(re)sell”, “market” or “distribute” are generally followed by “the product(s)” and then by “(with)in the Territory”; less frequently the verbs are followed by “(with)in the Territory” and then by “the product(s)”. The phrase “*di seguito indicati con il nome*” is translated as “hereinafter referred to as” by MT, which is corroborated by corpus analysis.

The last phrase of the clause is “*al Distributore che reciprocamente si impegna ad acquistarli dal concedente e non da terzi*” (MT: “to Distributor, which reciprocally undertakes to purchase them from Grantor and not from third parties”). As already noticed in Table 4, “*si impegna a*” is best translated as “shall”. As regards “*acquistarli*”, by searching for “purchase” in the corpus, revealing phrases are found, such as “hereby agrees to purchase” and “XX agrees to purchase an amount of eligible services”. However, MT uses the personal pronoun “them” instead of repeating “the products”. As argued in the literature, legal texts hardly ever use pronouns, as repetitions are extremely frequent for reasons of clarity (Simonson, Broderick, & Herr, 2019: 25). Also, if the collocations of “third part\*” are listed, it is possible to notice “from” in phrases such as “purchases from a third party”. Therefore, an acceptable translation of the source phrase could be the following: “and Distributor

hereby agrees to purchase the Products from Seller and not from a third party”. Finally, the MT object “to distributor” (which renders “*al Distributore*”) in line 4 is not mentioned in the corpus-based translation, which mentions it in line 2. As a matter of fact, the sentence construct proposed by corpus analysis is smoother and the clause sounds more natural.

The last clause describes the supplier’s obligations (see Table 5 below).

No.	Source text	Machine-translated text	Corpus-based translation
1	<i>Art. 7 – Obblighi del Concedente</i>	Art. 7 – Obligations of the Grantor	Art. 7 – Obligations of [Company’s name] / Supplier
2	<i>1. Il Concedente <b>si obbliga a non commercializzare</b> nella “Zona” i “Prodotti” <b>se non</b> attraverso il Distributore,</i>	1. Grantor <b>agrees not to</b> market “Products” in the “Zone” <b>except</b> through the Distributor,	1. Supplier / Seller / Company <b>shall</b> market the Product in the Territory <b>only</b> through Distributor,
3	<i>il quale così <b>avrà per gli stessi la più completa esclusiva.</b></i>	who will thus <b>have the most complete exclusivity</b> for them.	so that Distributor <b>may/shall have exclusive rights</b> on the Products.

Table 5. Supplier’s obligations

The clause title “*obblighi del*” (line 1 of Table 5 above) is rendered as “obligations of” by MT. If the phrase “obligations of” is queried in the corpus, the following clause titles come to the fore: “Obligations of XX”; “Obligations of the Parties” and “Obligations of Supplier”. Hence, MT is confirmed by corpus evidence.

The phrase in line 2 is “*si obbliga a non commercializzare nella ‘Zona’ i ‘Prodotti’ se non attraverso il Distributore*” (MT: “agrees not to market ‘Products’ in the ‘Zone’ except through the Distributor”). If the expression “not to market” is searched for in the corpus, only one hit is retrieved (i.e. “Supplier acknowledges and agrees that during the Term it shall not, and it shall cause its Affiliates not to, market, promote, distribute, offer for sale or sell any Product to ...”). As can be noticed, the modal “shall... not” is used. If “not market” is queried, many concordances with the phrase “shall not market” come to the fore. As regards “*non commercializzare... se non*” (MT: “not to market... except”), by looking for “shall not market” the following phrase is found: “shall not market, promote, offer for sale or sell any one of the Products unless and until XX obtains...”. Nonetheless, the adverbs “unless” or “until” do not render the Italian expression “*se non*”. If “shall market” is queried, it is possible to retrieve an insightful phrase such as “shall market and distribute the Software only (...) through Customer’s Distributors to End Users”. In this way, it is possible to find the most natural solution in the target language by shifting the point of view of the source language. Therefore, the source phrase in line 2 could be rendered as “shall market the Product in the Territory only through Distributor”.

As for the phrase “*il quale così avrà per gli stessi la più completa esclusiva*” (MT: “who will thus have the most complete exclusivity for them”), it may be helpful to search for the collocates of the verb phrase “shall have”. It is possible to notice

“exclusive” and retrieve phrases such as “XX shall have the exclusive right to sell advertising on the Co-Branded White Pages”, and “shall have any of the exclusive rights granted in this Agreement with regard to the distribution of the Localized Product”. Therefore, the source phrase could be translated as “so that Distributor may/shall have exclusive rights on the Products”, or “so that Distributor may/shall have any of the exclusive rights granted in this Agreement with regard to the distribution of the Products”.

#### 4. DISCUSSION

Given the corpus-based analysis carried out above, it is evident that MT is not the best translation tool to rely on in the legal field, although it may be useful to reflect on translation strategies (Briva-Iglesias, 2021). Its shortcomings are not particularly related to the grammatical correctness of the sentences translated automatically, but to the difficulties in rendering legal formulae (such as “*tutto ciò premesso, si conviene e stipula quanto segue*”), or to the non-compliance with legal writing conventions (such as the use of “shall” to impose obligations). From a lexical perspective, given the existence of fixed phrases, MT is unsatisfactory (see also Wiesmann, 2019: 147). If read by a native English-speaking lawyer or an international legal professional, the MT would probably appear awkward and not compliant with the common legal writing style (see the suggestions by Gidi & Weihofen, 2018). As argued by many scholars, the best approach to follow when translating a legal text (even if using MT) is to be acquainted with the source and target legal system (Cao, 2010: 191-192; de Groot & van Lear, 2008; Engberg, 2020; Wiesmann, 2019: 149). In this way, it would be possible to evaluate the level of equivalence between a source and a target term.

Also, word order needs improvement in the machine-translated text (see Table 4, line 3, for example). Contrary to what was remarked by Takakusagi et al. (2021), there seems to be a correlation between the length of the text and the accuracy of MT. In particular, the longer the sentence, the higher the number of MT inaccuracies. As already mentioned, legal language is claimed to be rather intricate due to long sentences and syntactical discontinuity (Alcaraz Varó & Hughes, 2014: 18; Williams, 2004: 113). It is exactly for this reason that corpus-consultation is helpful, as it offers examples of authentic patterns of language. Corpus evidence, in fact, helped deal with long, complex phrases where word order was challenging.

As regards the application of the results obtained, the corpus analysis has hopefully showed a way in which a corpus can be consulted for the purpose of translation revision. Hence, the corpus has not only helped finding and retrieving formulae, collocations and samples of “authentic” language, but it has also described a methodology to follow in ESP. For example, in the translation training classroom, students could be taught how to post-edit a contract translated via MT by consulting an *ad hoc* corpus. Alternatively, lecturers could prompt the students to carry out a

comparison between the MT output and the corpus-based translation of a legal document. In this way, students would focus their attention on the inaccuracies that MT may produce. At the same time, by reading the corpus-based translation, they could learn the legal language in use in a given context.

## 5. CONCLUSIONS

This paper was aimed at exploring the reliability and accuracy of MT in the legal field. To this aim, an excerpt from a distribution agreement was translated from Italian into English by using the DeepL MT platform. In order to verify the accuracy of the translated text, a corpus of authentic distribution agreements written in English was composed and consulted. In this way, the terms of the MT could be searched for in the corpus and analysed in context.

The corpus analysis of the terms and phrases generated through automatic translation revealed several inaccuracies regarding fixed phrases and non-compliance with typical legal writing conventions. In practice, legal formulae were mistranslated by the MT tool, and word order needed improvement. Also, unlike corpus analysis, MT did not propose any alternative rendering. Finally, it became apparent that MT cannot be considered “authentic”, i.e. resembling real language in use. For these reasons, it can be asserted that MT is currently not the best language resource to tap into when tackling legal texts, unless users have a good acquaintance with the legal language of the target and source text, and are able to adjust the target text accordingly. Also, knowledge of the source and target legal system is necessary.

The limitations of this research paper lie in the restricted number of clauses analysed and in the fact that only one type of contract was taken into account. More insightful results could be obtained if a wider variety of contracts (and of subject-matters) were investigated. Further research could explore whether future advancements in MT may address the shortcomings reported in this paper, perhaps by improving its algorithms and/or by trying to integrate MT functions in corpus software or platforms.

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### Online resources

Chamber of Commerce of Ancona (Italy): <http://www.cciaamc.sinp.net>

Deepl: <https://www.deepl.com>

Onecl: <http://www.onecle.com>

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### Appendix

Source text, machine-translated text and corpus-based translation. Alternative rendering is reported in square brackets in the corpus-based translation column.

No.	Source Text	Machine-translated Text	Corpus-based translation
1	<i>PREMESSO CHE a) il Concedente intende promuovere la vendita dei propri prodotti, meglio specificati all'allegato "A" al presente contratto, nelle seguenti zone meglio specificate all'allegato "B" al presente contratto</i>	WHEREAS a) The Grantor intends to promote the sale of its products, better specified in Attachment "A" to this contract, in the following areas better specified in Attachment "B" to this contract	RECITALS [WITNESSETH / PREMISES] Whereas, Supplier [The Company / Seller / Manufacturer] desires to further/promote the sale of its Products specified in Exhibit A of this Agreement in the Territory described in Exhibit B of this Agreement.
2	<i>mediante concessione di vendita in esclusiva</i>	through exclusive sales concession	Whereas, [Company's name] shall grant to Distributor exclusive sale rights for the Products [products' name];  [Whereas, Supplier shall [wishes] to grant to Distributor the exclusive right to sell the Products / products' name];  [Whereas, Distributor shall be Supplier [Seller]'s exclusive distributor.]
3	<i>senza che il distributore possa in alcun modo far parte dell'organizzazione del concedente rimanendo lo stesso distributore totalmente indipendente;</i>	without the distributor being in any way part of the Grantor's organization, remaining the same distributor totally independent;	Whereas, Distributor shall remain [act] as an independent contractor and nothing herein contained shall imply or constitute a partnership between the Parties;  [Whereas, the parties shall remain independent contractors and nothing herein shall create any association, partnership or joint venture between the Parties];

			[Whereas, each party is acting under this Agreement as an independent contractor and not as the agent or employee of the other].
4	<i>b) il Distributore ha interesse a rivendere i prodotti nelle aree meglio specificate all'allegato "B";</i>	b) the Distributor has an interest in reselling products in the areas better specified in Annex "B";	Whereas, Distributor accepts the right to resell the products in the Territory set forth in Exhibit B;  [Whereas, Distributor desires to have the right to sell the products throughout the Territory specified in Exhibit B];
5	<i>tutto ciò premesso, si conviene e stipula quanto segue</i>	WHEREAS, it is agreed and stipulated as follows	NOW, THEREFORE, in consideration of the premises and mutual undertakings set forth herein, the parties do hereby agree as follows:
6	<i>Art. 3 – Oggetto</i>	Art. 3 – Object	Art. 3 – Distribution [Product Distribution]
7	<i>1. Il Concedente attribuisce per la durata del presente accordo</i>	1. Grantor grants for the term of this Agreement	1. Supplier grants to Distributor, during the term of this Agreement;  [1. During the term of this Agreement, Supplier grants to Distributor]
8	<i>il diritto esclusivo a distribuire, commercializzare e rivendere nella Zona di cui all'Art. 4 i prodotti elencati nell'allegato A e di seguito indicati con il nome di "Prodotti"</i>	the exclusive right to distribute, market and resell in the Zone referred to in Article 4 the products listed in Annex A and hereinafter referred to as "Products"	the exclusive right to distribute, market and sell the Products hereinafter referred to as "Products" specified in Exhibit A within the Territory described in Art. 4;  [the exclusive right to distribute, market and resell within the Territory described in Art. 4 the Products specified in Exhibit A hereinafter referred to as "Products"]
9	<i>al Distributore che reciprocamente si impegna ad acquistarli dal Concedente e non da terzi.</i>	to Distributor, which reciprocally undertakes to purchase them from Grantor and not from third parties.	and Distributor hereby agrees to purchase the Products from Seller and not from a third party.
10	<i>Art. 7 – Obblighi del Concedente</i>	Art. 7 – Obligations of the Grantor	Art. 7 – Obligations of Supplier [Company's name]
11	<i>1. Il Concedente si obbliga a non commercializzare nella "Zona" i "Prodotti" se non attraverso il Distributore,</i>	1. Grantor agrees not to market "Products" in the "Zone" except through the Distributor,	1. Supplier [Seller / Company] shall market the Product in the Territory only through Distributor,
12	<i>il quale così avrà per gli stessi la più completa esclusiva.</i>	who will thus have the most complete exclusivity for them.	so that Distributor may [shall] have exclusive rights on the Products;  [so that Distributor may/shall have any of the exclusive rights granted in this Agreement with regard to the distribution of the Products].