

Translating Contract Law Terminology in the *Civil Code of the P.R.C.*: A Corpus-Based Analysis

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Abstract—Terminology has long been a central concern in both theoretical and practical studies of legal translation. This study conducts a comparative and mixed-method analysis of the translation of contract law terminology, based on two pairs of self-compiled corpora: 1) the English monolingual translation of the *Book of Contract of the Civil Code of the People's Republic of China* and the official text of *UNIDROIT Principles of International Commercial Contracts 2016*, and 2) the parallel bilingual corpora of these texts. Focusing on three representative pairs of legal terms (*formation/conclusion* of contracts, *terms/clauses* of contracts, and *obligor/obligee* and *creditor/debtor*), the study identifies key inconsistencies in the translated version of the *Book of Contract*. Notably, the terms *formation* and *conclusion* are used inconsistently, and no clear distinction is made between *terms* and *clauses*, in contrast to the usage found in the reference corpus. The study also compares the use of *obligor/obligee* and *creditor/debtor*, offering suggestions for more accurate and contextually appropriate translation choices. Ultimately, the study seeks to contribute to the standardization of legal terminology in Chinese legislative translation, enhance legal translation quality, promote mutual understanding among different legal systems, and foster international legal and commercial cooperation, while providing the global community with clearer access to Chinese legal culture as well.

Index Terms—terminology translation, corpus-based analysis, the *Civil Code of the P.R.C.*, contract law

I. INTRODUCTION

The *Civil Code of the People's Republic of China* (hereinafter the *Civil Code*), the first *Code* since the founding of the People's Republic of China, is a landmark law that incorporates the most comprehensive and systematic codification of civil legal norms in Chinese legislative history. It has established a unified legal framework governing all aspects of civil life, reflecting the significant progress and sustained efforts China has made in advancing the rule of law over recent decades. As China increasingly integrates into the international community, translating the *Civil Code* into precise and accessible English has become essential. Such efforts would enhance mutual understanding among countries with different legal systems, foster international legal and commercial cooperation, and provide the global audience with a clearer understanding of China's legal culture. At the same time, when the domestic development of the legal system reaches a certain level of maturity, an inherent need also emerges to construct and project a corresponding legal image on the international stage (Wu, 2024). Thus, a critical issue arises: how can this evolving legal image be effectively communicated and transmitted across linguistic, legal and cultural boundaries? This challenge places legal translation at the center of broader processes of international legal exchanges and cooperation, where linguistic accuracy, legislative intent and cultural specificity have to be carefully balanced. In this context, the translation of the *Civil Code* serves not only as a medium for normative exchanges but also as a vehicle for China's self-representation within global legal discourses.

In legal translation studies, terminology has long held a central position, as legal terms directly encode system-specific legal concepts. The same term may carry significantly different meanings across distinct legal systems, making precise and contextually appropriate translation both challenging and essential. As a result, legal translation demands rigorous attention to the treatment of terminology. This study adopts a corpus-based approach to investigate the English translation of legal terminology in the *Civil Code*, with a particular focus on the *Book Three: Contracts*. Accounting for nearly half of the *Civil Code*'s content, the *Book of Contracts* reflects the fundamental and extensive role of contractual relationships within civil law. These relationships permeate nearly all aspects of individual and societal life—from birth to death—raising complex legal issues in both theory and practice. Given its scope and importance, the translation of the *Book of Contracts* merits focused scholarly attention. Meanwhile, this study also serves as a follow-up to Duan's (2025) previous investigation into the use of modal verbs in the translation of the *Book of Contracts*, further expanding the scope of research by shifting the focus to the translation of legal terminology. By comparing the English translations of three representative pairs of key contract law terms (namely, *formation* and *conclusion* of contracts, *terms* and

clauses of contracts, obligor/obligee and creditor/debtor) with those used in the reference corpus—*UNIDROIT Principles of International Commercial Contracts 2016*, this study aims to uncover underlying translation patterns and evaluate their consistency with Chinese legal concepts as well as their alignment with international legal discourse. This detailed analysis of contract law terminology translation not only enhances the accuracy and clarity of legal discourse but also promotes cross-cultural legal understanding and international legal cooperation.

II. LITERATURE REVIEW

A. Legal Terminology and Translation

Legal translation, as widely acknowledged, constitutes a distinct interdisciplinary field that entails more than the mere linguistic transfer of legal texts from the source language to the target language. It refers to a “translation from one legal system into another—from the source legal system into the target legal system” (Šarčević, 1997). Given the diversity of legal systems, cultural traditions, social customs, and political structures across countries and regions, legal translation studies are inherently connected to multiple fields of inquiry, engaging closely with both legal scholarship—particularly comparative law—and translation studies. Within this compelling field, legal terminology and its translation occupy a central position as legal terminology serves as the foundational architecture on which abstract legal concepts and knowledge are built and understood across different legal systems. These terms are often rooted in the domestic legal and ideological traditions and cannot be translated directly into another language. Meanwhile, legal terms at the national level, along with their culture-bound connotations and characteristics, co-exist with international legal concepts in the development and harmonization of international legal frameworks (Ramos, 2021). Therefore, appropriate translation of such terminology plays a crucial role as it is not merely a linguistic exercise but a complex act of legal and conceptual mediation, vital for ensuring mutual understanding and functional equivalence in multilingual legal contexts.

Both domestic and international scholars have conducted extensive research on legal terminology and its translation. Among these, studies focusing on institutional translation—particularly within contexts such as the United Nations and the European Union—constitute a prominent and influential area of inquiry. Stefaniak (2017) emphasizes the importance of consistency as a key criterion for translational adequacy, noting that the use of multiple translations for the same term in legal texts can mislead readers into perceiving them as different concepts, thereby hindering the interpretation of legislation. In view of the dual expertise required in both law and translation, De Groot (2002) argues that only approximate equivalence, rather than full equivalence, between legal concepts across different legal systems can be achieved and that this level of correspondence is generally sufficient for translational purposes. Moreover, terminological equivalence is more readily attainable between closely related legal systems, where full or near equivalence may be possible. Achieving equivalence becomes significantly more challenging when translating legislation from a civil law system into a language typically associated with the common law tradition (Klaudia, 2014). Similar opinions are shared and developed by Fuglinszky and Somssich (2020), who examine and attempt to resolve terminology-related problems in translating Hungary’s *Civil Code*—rooted in civil law traditions—into English.

Over recent years, the studies on legal terminology and its translation takes a significant “digital turn” towards digital humanities and makes good use of new technologies such as natural language processing, large language models and databases. Based on those technological advancements, an ever-growing variety of quantitative, qualitative and mixed-methods approaches such as corpus-related, CAT-related and database-related methods are taken on board (Biel, 2010, 2018; Xu & Wang, 2017; Pontrandolfo, 2020; Giampieri, 2021). Corpus-based methodologies are particularly effective in facilitating the analysis of terminological and phraseological features specific to legal genres while also supporting assessments of translational acceptability and the development of lexicographical resources tailored to the needs of legal and institutional translators (Ramos, 2021). Jiang and Yang (2013), based on parallel corpora in PCLLD, examine the translation of modal operators in Chinese legislative texts from the perspective of systemic functional grammar, suggesting cautious handling of modal operators, prioritizing legal equivalence over linguistic variation to best preserve the law’s unity, authority, and binding force. BinMasad and Alotaibi (2024) conduct a mixed-methods, corpus-based study to analyze the English translations of 44 Arabic culture-specific legal terms found in six Saudi laws, with a focus on identifying the translation strategies and procedures employed. Database-related studies are conducted to discuss the reliability and usefulness of Institutional term banks such as InterActive Terminology for Europe (IATE) in the European Union institutions and UNTERM in the United Nations when it comes to legal terms (Ramos & Guzmán, 2023). Song (2024) selects legislative texts from key countries and sectors and constructs a Legal Translation Data Platform that integrates the User Interface layer, Business Logic layer and Data Access layer. She holds that the Platform produces more accurate legal translation than ChatGPT, bridges the gap between different knowledge domains and language domains and provides optimal support for translation teaching and research.

B. Studies on the Translation of the Civil Code of the P.R.C.

Numerous scholars have undertaken multifaceted investigations into the translation of the *Civil Code*. Some have showed great interest in the big picture such as its translation process and factors that influence translation quality (Zhang, 2021), the logic underlying the translation activity (Li & Song, 2022), and rhetorical strategies used therein (Liu & Cao, 2024). Furthermore, it is also suggested that cultural confidence must be integrated into the translation

process to ensure appropriate translation strategies, accurate cultural connotations between two different legal systems and the eligibility and cultural consciousness of the translators, and meanwhile legal translation thinking oriented towards international communication should be developed so as to properly publicize the legal culture of the *Civil Code* and improve the international communication efficiency of the rule of law in China (Li & Zhang, 2022; Zhang & Ma, 2022).

Most studies on the translation of the *Civil Code*—particularly those focusing on legal terminology—echo the broader “digital turn” in legal translation studies. Wu (2021), based on expectancy norms and using the *Civil Code* as a case study, emphasizes the significance of analyzing data-driven results to promote greater standardization in the translation of legal terminology. Drawing on corpora of the English versions of both the *Civil Code* and the *Civil Code of Quebec*, Wang and Tang (2023) examine the collocational patterns of formulaic sequences from a law-and-language perspective, and further explore the underlying factors contributing to these patterns. Yu and Chen (2024), using a corpus-driven approach, focus on a category of phrases conveying the meaning of “according to” in the *Civil Code* through the lens of metafunction. They argue that translation of such expressions should adhere to principles of collocational convention and discourse function. Meanwhile, given distinct characteristics of the Chinese legal system, it is no wonder that particular emphasis has also been placed on the interdisciplinary approach of comparative law that contrasts the civil law and common law traditions. For instance, Zhao and Xue (2022) explore the English translations of some key terms in the *Book of Real Rights of the Civil Code* under comparative law framework. By comparing those legal concepts and their respective English translations in China, Germany and Japan, they discuss the issue of equivalence concerning legal transplant in legal translation across different jurisdictions. Similarly, Herbots (2023) conducts a detailed analysis of the translation of terms in the *Civil Code* like *subrogation*, *commission contract*, *intermediary contract* and the like, discussing errors in the translation of those terms and stressing the distinction between common law and civil law systems.

Building upon existing scholarship, the present study narrows its focus to the translation of legal terminology within the *Book of Contracts* of the *Civil Code*, which remains underdeveloped. A closer examination of contract-related terms and how they are rendered in English is of practical and theoretical significance as contracts occupy a core position in both domestic and international legal systems and cooperations. The study aims to contribute to the refinement of legal translational activities and promote broader understanding of China’s legal discourse in global contexts.

III. RESEARCH DESIGN

A. Corpora Compilation

For the purpose of this study, two pairs of corpora have been carefully compiled: the first one consists of the English translation of the *Book of Contracts* of the *Civil Code*¹ (hereinafter as the EBCCC) and the official English version of the *UNIDROIT Principles of International Commercial Contracts 2016*² (hereinafter the UPICC); the other pair comprises the parallel Chinese-English corpus of the *Book of Contracts* of the *Civil Code*³ (hereinafter as the BCCC) and that of the UPICC⁴. The EBCCC utilized in this research is the version produced by a team of experts convened by the Legislative Affairs Commission of the Standing Committee of the National People’s Congress. This version has gained widespread national recognition and is considered the authoritative translation. The English-Chinese parallel texts of the UPICC are sourced from the official UNIDROIT website.

The legitimacy of compiling and analyzing these two pairs of corpora lies in the fact that the evolution of Chinese contract law has been significantly shaped by international influences, particularly through the incorporation of principles from the UNIDROIT Principles of International Commercial Contracts (UPICC) and the provisions of the United Nations Convention on Contracts for the International Sale of Goods (CISG) (Ferrerri & DiMatteo, 2019). The *Book of Contracts* in the *Civil Code* is derived from the 1999 *Contract Law of China* and introduces extensive revisions and updates to address emerging challenges in contract legislation. It synthesizes China’s legislative, administrative, and judicial experiences, alongside academic input, thereby imbuing the *Code* with distinct Chinese characteristics. At the same time, its drafters consciously engaged with relevant international conventions and model laws—including the UPICC—and drew from both civil and common law traditions. Consequently, the *Book of Contracts* reflects not only China’s domestic legal evolution but also its alignment with global legislative trends and widely accepted norms in international commercial practice (Ji, 2024). Given that several foundational concepts in the *Book of Contracts* are adapted from, and thus closely resemble, those in the UPICC, it is methodologically sound to use the UPICC as the reference corpus for analyzing the translation of contract law terminology in the *Civil Code*.

¹ EBCCC in this study is retrieved on December 16th, 2024 from the official website of National People’s Congress <http://en.npc.gov.cn.cdurl.cn/pdf/civilcodeofthepeoplesrepublicofchina.pdf>

² The English text of UPICC in this study is retrieved on December 16th, 2024 from UNIDROIT’s official website <https://www.unidroit.org/wp-content/uploads/2021/06/Unidroit-Principles-2016-English-bl.pdf>

³ The Chinese text of BCCC in this study is retrieved on December 16th, 2024 from the official website of National People’s Congress <https://flk.npc.gov.cn/detail2.html?ZmY4MDgwODE3MjlkMWVmZTAxNzI5ZDUwYjVjNTAwYmY%3D>

⁴ The Chinese text of UPICC in this study is retrieved on December 16th, 2024 from UNIDROIT’s official website <https://www.unidroit.org/wp-content/uploads/2021/06/Unidroit-Principles-2016-Chinese-bl.pdf>

B. Research Methodology

This study adopts a combined methodology of quantitative analysis, comparative analysis and textual analysis. *LanCSBox X 5.0.0* (Brezina et al., 2020; Brezina & Platt, 2021) is used as the corpus tool to upload the self-compiled corpora and extract relevant data. The analysis proceeds in four stages. Firstly, three pre-selected sets of contract terms are identified and indexed in the English monolingual corpora—namely, the EBCCC and the UPICC—followed by the retrieval of frequency data. Secondly, the frequency and occurrences of these terms are compared and analyzed across the two corpora. Thirdly, a detailed textual analysis is conducted in the parallel corpora of the BCCC and the UPICC to examine how these terms are used and translated, drawing on data retrieved. Finally, informed by existing scholarship and legal expertise, a comprehensive interpretation is offered to account for the observed discrepancies and to propose recommendations for improving the translation of contract law terminology.

C. Research Questions

By examining the English translations of three representative pairs of terms in the BCCC and comparing them with those in the reference corpus UPICC, this study aims to address the following research questions:

1. How are the selected contract law terms translated in the EBCCC, and how are equivalent concepts expressed in the UPICC?
2. What discrepancies or inconsistencies, if any, exist between the use and translation of these terms in the EBCCC and the UPICC, and what are the possible reasons for their occurrence?
3. What recommendations can be proposed for the translation of contract law terminology, and more broadly, for legal translation practices?

IV. RESULTS AND DISCUSSION

A distinctive characteristic of modern Chinese legal terminology lies in the use of common, everyday vocabulary that, when applied in legal contexts and legislative texts, acquires specific legal meanings. These meanings often diverge significantly from the words' conventional usage in general language (Cao, 2023). Drawing on this observation, the present study selects the translation of three representative pairs of contract terminology in the BCCC, namely, 合同成立 and 订立合同 (*formation or conclusion of contracts*), 合同条款 (*terms or clauses of contracts*) and 债务人 and 债权人 (*obligor and obligee or creditor and debtor*). Notably, the first two sets of terms also appear to have common usage outside legal discourse. The study examines how these terms are rendered in translation by comparing them with corresponding expressions in the reference corpus, with the aim of exploring patterns of legal meaning transfer and potential challenges in legal translation.

A. Formation or Conclusion of Contracts?

The *formation* and *conclusion* of contracts are terms that cannot be avoided in translating BCCC. In the source text, the terms 合同成立 and 订立合同 are specialized legal expressions used to describe the process of creating a legally binding agreement. In the target text, however, three different verbs—*form*, *conclude*, and *make*—along with their respective inflected forms, are employed as the equivalents for 订立 and 成立. Table 1 presents a comprehensive comparison of the frequencies of these verbs, including their inflections, in the target text, alongside their occurrences in the reference corpus.

TABLE 1
FREQUENCIES OF ENGLISH EQUIVALENTS FOR 订立 AND 成立 IN THE EBCCC AND UPICC

Terms	EBCCC		UPICC	
	Absolute Frequency	Relative Frequency	Absolute Frequency	Relative Frequency
formation/conclusion	1/12	0.29/3.48	4/15	2.95/11.04
form ⁵ /conclude/make/enter into ⁶	0/22/1/0	0/6.39/0.29/0	0/3/0/1	0/2.21/0/0.74
(be)formed/concluded/made/ entered into	22/20/5/0	6.39/5.81/1.45/0	0/14/2/1	0/10.31/1.47/0.74
forms/concludes/makes/enters into	0/11/0/0	0/3.19/0/0	0/0/0/0	0/0/0/0
forming/concluding/making/entering into	0/10/0/0	0/2.90/0/0	0/2/0/0	0/1.47/0/0

Based on the data presented in the above, three key observations can be made. First, *conclude* and its inflections show the highest frequency of occurrences in the EBCCC and the reference corpus UPICC, meaning the EBCCC aligns with UPICC in the choice of the concerned words. However, the EBCCC exhibits a much stronger preference for the verb form of *conclude* over the noun form with 63 occurrences in verb form and 12 in noun form, whereas the occurrences of its verb and noun forms in UPICC do not exhibit significant differences. Second, all the instances of

⁵ For the purpose of this study, the statistics consider only the collocation of *form* with *contract*. Instances where *form* is used in other senses or meanings have been excluded through careful examination by the author.

⁶ The verb phrase *enter into* (a contract) is used in UPICC although it is not found in EBCCC, and thus it is also listed in the table for comprehensive description.

form in the EBCCC are used in the passive voice except for one instance where it is used as a noun, whereas only *formation*, the noun form, is used in UPICC. Third, when describing the creation of a contract, *make* and *enter into* are least frequently used. Notably, there is no instance of *enter into* found in the EBCCC.

Taking these observations a step further, it is necessary to conduct a more in-depth examination of how 订立 and 成立 are translated respectively into the target language. Following a careful examination of the terms and their translations, Table 2 illustrates the correspondence of these terms within the parallel corpus of BCCC:

TABLE 2
HOW 订立 AND 成立 ARE TRANSLATED IN THE PARALLEL CORPUS OF BCCC

Source Text	Target Text						Total
	formation	formed	conclusion	conclude/ed/s/ing	(be) made	null ⁷	
成立	1	22	4				27 ⁸
订立			8	22/19 ⁹ /11/10	1	9	80

It can be seen from the above table that most instances of (合同)成立 in the source text are translated as *formation* or *formed* in the target text except for 4 instances where it is translated as *conclusion*. Meanwhile, all instances of 订立(合同) are translated as *conclude* or its inflections except for one where it is translated as *(be) made*. These exceptions are presented in Table 3:

TABLE 3
EXCEPTIONS WHERE 成立 IS TRANSLATED AS CONCLUSION AND 订立 AS (BE) MADE IN THE PARALLEL CORPUS OF BCCC

Term	Source Text	Target Text
成立	第九百六十三条 中介人促成合同成立的, 委托人应当按照约定支付报酬.....	Article 963 Where a middleman contributes to the <i>conclusion</i> of a contract, the client shall pay remuneration in accordance with the agreement...
	因中介人提供订立合同的媒介服务而促成合同成立的, 由该合同的当事人平均负担中介人的报酬。	Where the intermediary services provided by the middleman facilitate the <i>conclusion</i> of a contract, the parties to the said contract shall equally share the disbursement of the remuneration to the middleman.
	中介人促成合同成立的, 中介活动的费用, 由中介人负担。	In facilitating the <i>conclusion</i> of a contract, the expenses incurred in the intermediary activities shall be borne by the middleman.
成立	第九百六十四条 中介人未促成合同成立的, 不得请求支付报酬.....	Article 964 A middleman who fails to facilitate the <i>conclusion</i> of a contract may not request the payment of remuneration...
订立	第四百六十六条 合同文本采用两种以上文字订立并约定具有同等效力的, 对各文本使用的词句推定具有相同含义。	Article 466 Where a contract <i>is made</i> in two or more languages which are agreed to be equally authentic, the words and sentences used in each text are presumed to have the same meaning.

It is reasonable presumption that 订立 and 成立 should correspond to different verbs respectively in the target language because they are different in meanings in the source language just as *form* and *conclude* in the target language. 订立 in Chinese emphasizes the act of ratifying or formalizing a contract, equivalent to *conclude* in English which means the closing, settling or final arranging of a contract. *Conclusion* of a contract is the moment when the process is complete, and the contract is formalized. By contrast, 成立 underlines the entire process through which a contract comes into existence. It involves satisfying all the necessary elements (like offer, acceptance, intention, capacity, etc.) required for a valid contract under the law. This is equivalent to *formation* of a contract which refers to the overall process of creating a valid contract, including all elements necessary to make it legally binding. The contract is *formed* once all the elements are met, meaning the parties have reached mutual agreement on the essential terms and conditions. In practical terms, *conclusion* of a contract can be seen as the final step in the *formation* process, but the act of *conclusion* per se does not necessarily justify the *formation* of the contract.

As shown in Table 3, the intermediary services provided by the middleman, as stipulated in Articles 963 and 964, clearly pertain to the entire process through which a contract comes into existence while also satisfying all the necessary elements to ensure the validity of the contract. If the middleman only facilitates the *conclusion* of a contract, that does not necessarily mean the contract meets all the necessary elements and is thus *formed* or valid under the law. This is not consistent with the legislative purpose. Thus the study holds that the four instances of 成立 should be translated as

⁷ Null here means the translation of the term is omitted in the target text.

⁸ Altogether, the source text contains 30 instances of the term 成立; however, three of these are unrelated to the formation or conclusion of a contract and have therefore been excluded.

⁹ In Article 533, the source text 合同的基础条件, where the term 订立 is not identified, is translated as *a fundamental condition upon which the contract is concluded*. As a result, the data in table 1 shows one additional instance of *concluded* compared to that in table 2, which only accounts for English equivalents of 订立.

formation. Another point worth mentioning is that the instance of 订立 in Article 466 is translated as *(be) made*. Although expressions *make a contract* and *conclude a contract* are often used interchangeably, they have slight differences in connotations, particularly in legal contexts. *Making a contract* is a broader and less formal phrase, encompassing the entire contract formation process—from drafting and negotiating terms to reaching mutual agreement. However, in this instance, the term 订立, based on the content and context, specifically emphasizes the moment of contract conclusion rather than the entire process. Moreover, the translation of legislative texts must strictly adhere to the “law of identity” in order to avoid ambiguity, i.e., the same concepts or terms in the source language should be rendered consistently in the target language (Qu, 2022). Therefore, it is more appropriate to translate 订立 in Article 466 as *concluded* so as to achieve accuracy and consistency in legal translation.

B. Contract Terms or Contract Clauses?

Terms and *clauses*, when used in contract law, refer to specific provisions to outline the complicated details within a contract and clarify rights and obligations between the parties. Clear and comprehensive terms and clauses, by explicitly defining roles, responsibilities, and expectations, establish the framework under which parties collaborate and interact, reducing ambiguity and minimizing the potential for conflicts. Such specificity ensures both parties understand their duties and what is required to achieve the contract’s objectives. Moreover, well-drafted and comprehensive terms and clauses enhance the contract’s legal validity and enforceability if disputes arise. They are foundational elements that are vital to creating a functional, mutually understood, and legally binding contract.

Despite their pivotal roles, the distinction and definition of *terms* and *clauses* in legal translation often lack clarity. In most cases, both *terms* and *clauses* of contracts are translated and understood as 合同条款 in Chinese. However, when 合同条款 appears in Chinese legislative texts, its translation into English remains inconsistent and unclear in the uses of *terms* and *clauses*. As shown in Table 4, both *term(s)* and *clause(s)* are employed in the EBCCC and UPICC. The EBCCC exhibits higher frequencies of *term*, *clause* and *clauses* whereas UPICC demonstrates a significantly higher usage of *terms*, with an absolute frequency of 34 and a relative frequency of 25.04. In contrast, the EBCCC appears to favor the use of *term* the most with an absolute frequency of 67 and a relative frequency of 19.45 while *terms* is used the least with an absolute frequency of 2 and a relative frequency of 0.58.

TABLE 4
FREQUENCIES OF *TERM(S)* AND *CLAUSE(S)* IN THE EBCCC AND UPICC

Terms	EBCCC		UPICC	
	Absolute Frequency	Relative Frequency	Absolute Frequency	Relative Frequency
term/terms	67/2	19.45/0.58	22/34	16.2/25.04
clause/clauses	30/18	8.71/5.23	5/4	3.68/2.95

However, a detailed examination of both bilingual texts reveals the following interesting facts: 1) All the instances of *term* in the EBCCC are actually unrelated to 合同条款 (i.e., the contractual *term*). Rather, all the Chinese equivalents of *term* are 期限 or 期间, both referring to a limited period of time, which is used to specify the time frame for performing a particular act under the contract. The two occurrences of *terms* appear solely within the phrase *in terms of*, and are likewise unrelated to 合同条款. 2) All instances of 合同条款 in BCCC are translated as either *clause* or *clauses*, with no clear or consistent distinction made between the singular and plural forms. 3) In UPICC, all instances of *term* and *terms* are used to convey the meaning of 合同条款. Similarly, all occurrences of *clause* and *clauses* also serve to express the same meaning (see Table 5).

TABLE 5
HOW 合同条款 IS TRANSLATED IN THE EBCCC AND BY CONTRAST EXPRESSED IN UPICC

条款	term	terms	clause	clauses
EBCCC	0	0	30	18
UPICC	22	34	5	4

It can be seen from this observation that the EBCCC renders all occurrences of 条款 in the source text into *clause(s)* in the target text while UPICC uses both *term(s)* and *clause(s)* for the same purposes. This discrepancy necessitates a close examination of the uses of *term(s)* and *clause(s)* in contract law. *Black’s Law Dictionary* (2009) explains *term* as a contractual stipulation and *clause* as a distinct section or provision of a legal document or instrument. To be specific, contract *terms*, either be express or implied in form, are substantive provisions concerning rights and obligations agreed upon by both parties whereas contract *clauses*, usually in express written form, serve as structural elements of a contract, which organize *terms* into labeled sections or paragraphs. For example, clauses like *Confidentiality Clause*, *Payment Clause* and *Force Majeure Clause* are typical contract *clauses* that divide the contract into different sections where related *terms* under these headings are arranged and set out in a systematic way. Thus, *Confidentiality Clause* would contain *terms* on definition of the confidential information, duration of confidentiality, permitted disclosures, exceptions and the like. The distinction made between *terms* and *clauses* in UPICC also well illustrates this point—*clauses* are employed in headings or to signify individual sections whereas *terms* serve to refer to specific stipulations (see Table 6).

TABLE 6
INSTANCES OF HOW CLAUSES AND TERMS ARE USED IN EBCCC AND UPICC

	EBCCC	UPICC
<i>clauses/terms</i>	(in the part of <i>Nominate Contracts</i>) A (lease/factoring/construction...) contract generally contains <i>clauses</i> specifying ...	Article 2.1.17 (<i>Merger Clauses</i>) A contract in writing which contains a <i>clause</i> indicating that the writing completely embodies the <i>terms</i> on which the parties have agreed cannot be contradicted or supplemented by evidence of prior statements or agreements...
<i>standard clauses/standard terms</i>	Article 498 ...Where a <i>standard clause</i> is inconsistent with a <i>non-standard clause</i> , the <i>non-standard clause</i> shall prevail.	Article 2.1.21 (Conflict between <i>standard terms</i> and <i>non-standard terms</i>) In case of conflict between a <i>standard term</i> and a <i>term</i> which is not a <i>standard term</i> the latter prevails.

Merger Clauses in contract law prioritize written *terms* in the contract over prior negotiations or other evidence, seeking to ensure all discussions are merged into the contract in writing and prevent the parties from making other claims. The *Merger Clauses* obviously serve as a procedural tool that clarify the evidential status of the written contract; and a *clause* as in Article 2.1.17 of UPICC refers to a specific section or paragraph, while *terms* mean the exact content or substantive rights and obligations agreed upon by both parties. In short, *clauses* constitute the structural framework of a contract, arranging and expressing the agreements in an organized form, much like containers. *Terms*, by contrast, embody the substantive content of the contract, setting out the rights and obligations upon which the parties have agreed—the material placed within those containers. As for the instance of *standard clauses* and *standard terms*, the latter refers to the whole set of pre-drafted contractual provisions formulated by a party, often without negotiation, covering everything concerning both parties' rights and obligations; the former, on the other hand, signifies individual sections or specific pieces within the whole set of pre-formulated provisions such as a *limitation of liability clause* and an *arbitration clause*. In the context of the EBCCC, it is advisable to replace *standard clauses* with *standard terms*, as the latter more accurately refers to the entire set of contractual provisions or conditions pre-formulated for repeated use. Therefore, it is both important and necessary to distinguish between contract *terms* and contract *clauses* in order to avoid confusion and to enhance clarity when translating legislative texts.

C. Obligor/Obligee or Debtor/Creditor?

Obligor(s)/obligee(s) or *debtor(s)/creditor(s)*, whose Chinese equivalents are 债务人 and 债权人, can be said to be the most important terms in contract law. It is interesting to note that the EBCCC only adopts *debtor(s)* and *creditor(s)* whereas UPICC *obligor(s)* and *obligee(s)* for the same pair of terms (see Table 7).

TABLE 7
FREQUENCIES OF ENGLISH EQUIVALENTS FOR 债务人 AND 债权人 IN BOTH CORPORA

Terms	EBCCC		UPICC (English)	
	Absolute Frequency	Relative Frequency	Absolute Frequency	Relative Frequency
obligor(s)/obligee(s)	0/0	0.00/0.00	114/71	83.94/52.28
debtor(s)/creditor(s)	140/120	40.64/34.84	0/0	0.00/0.00

In the context of contractual relationships, according to *Black's Law Dictionary* (2009), *obligor* means one who has undertaken an obligation (a promisor or debtor) and *obligee* means one to whom an obligation is owed (a promisee, creditor or donor beneficiary). By contrast, *debtor* refers to one who owes an obligation to another, especially an obligation to pay money and *creditor* refers to one to whom a debt is owed or one who gives credit for money or goods. It is true that the usages of *obligor/obligee* and *debtor/creditor* overlap most times, but strictly speaking, *debtor/creditor* are specifically used in the context of a loan or financial obligation as a *debtor's* primary obligation is to repay borrowed money or fulfill a financial obligation to a *creditor* under a contract. Although most provisions in BCCC are concerned with monetary or financial obligations, it cannot be denied that other legal obligations to perform a duty or fulfill a commitment such as delivering goods, providing services and the like are also included in BCCC. In this regard, *obligor/obligee* are generally used in a broader sense as an *obligor* is defined as being bound by a contract or legal agreement and can be responsible for various types of obligations, not just monetary ones. Additionally, the legal source of a *debtor-creditor* relationship derives from "debt", which typically concerns a monetary obligation, and that is why *debtor* and *creditor* are also the terminology used in bankruptcy proceedings. Considering that the EBCCC targets a global audience, it is advisable to clarify these distinctions to avoid potential confusion.

Consequently, in comparison to the reference corpus of UPICC, which similarly aims to address a global audience while minimizing the influences of various legal systems, the terms *obligor(s)* and *obligee(s)* are more appropriate translation for 债务人 and 债权人. This is because all *debtors* are *obligors*—given their obligation to pay—but not all *obligors* are *debtors*, as their obligations may extend beyond financial debts.

V. CONCLUSION

Legal terminology constitutes a quite important area in legal translation studies where the consistency, adequacy and accuracy of terms across different legal systems are meticulously examined and interpreted. Due to its historic

significance and inclusiveness, the *Civil Code* has had more versions of translation produced by various institutions and individuals than other domestic laws, making the standardization and consistency of its terminology more challenging. Even within a certain version of translation, terminology issues persist and require further clarification. This study focuses on three representative sets of contract law terms—合同成立 and 订立合同 (*formation* or *conclusion* of contracts), 合同条款 (*terms* or *clauses* of contracts), and 债务人 and 债权人 (*obligor/obligee* or *creditor/debtor*)—and conducts a detailed corpus-based analysis of their English translations. The findings of the analysis are presented as follows: First, the EBCCC demonstrates a pattern similar to the UPICC in translating 订立, most frequently rendering it as *conclude* and its inflected forms. However, notable inconsistencies appear in the translation of 成立 within the EBCCC, where both *form* (and its inflections) and *conclusion* are used interchangeably, potentially leading to conceptual ambiguity. The EBCCC also appears to make no clear distinction between *terms* and *clauses*, consistently opting for *clauses* in all instances. Moreover, divergent choices are observed between the EBCCC and UPICC regarding the use of the terms *obligor/obligee* and *creditor/debtor*, reflecting different translation strategies or conceptual understandings of the underlying legal relationships. Second, the inconsistencies observed in the translation of legal terminology may, in part, stem from a limited understanding of the common law system. As previously noted, Chinese contract law has been shaped by the influence of international instruments and concepts derived from both civil and common law traditions. Accordingly, the translation of contract law terms should be informed by comparative legal knowledge. For instance, a lack of clarity regarding the distinction between *formation* of contracts and *conclusion* of contracts can lead to terminological confusion, ultimately resulting in inaccurate or misleading translations. Third, corpus has proven to be an effective and valuable tool for evaluating and enhancing the translation of contract law terminology. A corpus-based approach to investigate the EBCCC enables the systematic identification of terminological inconsistencies, thereby contributing to greater standardization and improved translation quality. This point is well illustrated by the distinction between the uses of contract *terms* and contract *clauses*—revealed through corpus data—highlights a key semantic difference: the former refers to the substantive content of contractual obligations, while the latter pertains to the structural organization of the contract.

Through a rigorous comparative analysis of the translation of contract law terminology in the BCCC, this study aims to offer practical recommendations and theoretical insights for promoting terminological standardization and precision in legal translation. It is hoped that the findings will help bridge interpretive gaps between legal systems, thereby improving global access to China's legal framework, fostering transnational legal dialogue, and supporting the harmonization of domestic legislation with international legal norms.

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