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Study on the English-Chinese Translation of Business Contracts from the Perspective of Skopos Theory

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Abstract: Business contracts play a crucial role in facilitating trade cooperation by clearly stipulating the responsibilities, rights, and other relevant matters of the involved parties. Accurate and concise translation of business contracts is therefore essential for ensuring smooth and effective trade cooperation. While many scholars have explored the principles and application of translation theories such as Functional Equivalence and Stylistics in the context of business contract translation, Skopos Theory offers a unique perspective that can provide valuable insights into the purpose-driven nature of translation. Skopos Theory emphasizes the importance of aligning translation strategies with specific aims, intra-textual coherence, and inter-textual coherence. This study will first introduce the historical development of Skopos Theory, then analyze the linguistic features of business contracts, and finally propose translation approaches based on the application of Skopos Theory.

Keywords: Skopos Theory; Business Contract; English-Chinese Translation; Translation Methods.

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1. Introduction

With the advent of the globalization, every country is inevitably involved in the multilateral economic cooperation. After China's accession to the World Trade Organization, China has become one of the most promising economies in the world. Since China replaced Japan as the second largest economy in 2010, the foreign trade in China has been wholly enhanced than ever before. Normally, business contracts are considered as one of the most crucial sectors in the business cooperation. As legal documents, business contracts can not only stipulate the interests and responsibilities of concerned parties, but also, they are equipped with much more legal forces than any oral promise.

For China now is engaged in international trade and business cooperation very often, to understand every particular of English business contracts is vital to the success of any foreign trade. There are cases that the multinational companies are trapped by the contract issues given by the incorrect translation. For example, one company in Wurumuqi sued the translation company for its ignorance in translation, which caused a huge economic loss. However, in many cases, the misunderstanding of some technical terms, the ignorance of some trade terms, the unawareness of some restrictive clauses and the ambiguity of some limited provisions can lead to the potential default and disagreement. In order to address this issue and erase any potential risk, the translation of the English business contracts is supposed to be paid much attention to. Any minute mistake of the translation can give rise to the disputes among involved parties, so the translation should be credible and reliable enough to be a guarantee of the complete and successful business cooperation. The translation of the English business contracts should be in line with the Chinese language features and enjoy the accuracy and clearness.

On the whole, the accurate and concise translation of English business contracts is the lifeline of any foreign trade and business cooperation. To translate the contracts in a systematic and scientific way is highly approved. The accomplishments of accurate business contracts translation can not only determine the success of economic cooperation, but also, they can actualize certain translation theories.



2. Relative Studies

A business contract is a promise that is legally enforceable and, if violated, allow the injured party access to legal remedies. And the nature of the business contracts is the legality and the essence of business contracts is formality (Li Shuangyuan, 2002). As legal documents, business contracts follow a set of stringent rules on the words used and the sentence structure employed. In business contracts, there are a plethora of trade terms, technical terms and archaic words. Shippey (1999) concluded the linguistic features of business contracts and conceived several requirements for business contracts translation. He insisted that the business contract translation should mainly focus on the technical terms and specific numbers stipulated in the contracts. Then Wills (1996) proposed the mission of the translators when they did the business translation or literature translation was to build a bridge between different countries and cultures and convey the truth. Adams (2002) worked out the translation methods of technical terms in the business contracts and pushed forward the study on the linguistic features of business contracts.

Before China's accession to World Trade Organization, the study of business contract translation mainly focused on the grammatical issues and sentence structure. Huang zhonglian (2000) presented the profound Translation Variation theory, which stressed the importance of translators' purposes and accelerated the practice of business contracts translation. Fu Weiliang (2002) firstly figured out the language features of business contracts from English version and Chinese version. Then Wu Ronghua (2007) maintained that the translation of English business contracts stemmed from the fidelity to the source text and the adaption to Chinese language.

After the reform and opening up in 1970s, scholars tried to study on the accurate translation of business contracts from diverse perspectives. The study on translation methods in China mostly came from Yan Fu's conception of faithfulness, expressiveness and elegance. For such a long time, Chinese scholars emphasized the practice instead of translation theory. The translation, as an independent discipline, encountered many obstacles in China for the loss of translation theory. In the late 1980s, many Western translation theories were introduced to China and dramatic changes on translation theory study and business translation had been witnessed since then. Xu Yuanchong (1980) proposed the Competitive Advantage theory, and it was an epitome of the China's translation theory development. Zou Zhenghuan (1996) pointed out the significance of purposes in the business translation. In the 21st century, many books about the functionalism were brought to China, which aroused waves of academic discussions in China. Zhang Xi'nan (2004) presented the translation methods on business translation, which mainly focused on the faithfulness to the source texts. Wei Jianxiang (2014) discussed the business contracts translation from the perspective of Stylistics and published his work about business translation. Gradually, scholars in China realized the importance on the combination of theory and practice, analyzed the specific usage of the translation theories and guided the translation process with the help of translation theories.

3. Theoretical Bases

3.1 The Introduction to Functionalist Translation Theory

In the 1970s, the emergence of functionalist translation theory challenged the authority of the prevailing equivalence translation theory. Reiss (1971) introduced the functionalism into the translation criticism and developed a translation criticism model based on the relationship between source text and target text. It was believed that the superior and ideal translation should be comprehensive and communicative. However, in practice, the priority should be given to the functional features of the target text. Inspired by the historical breakthrough, Hans Vermeer (1978) presented the Skopos theory, which unbridled the excessive studies on the source text only.

Skopos, a technical term, is commonly used to refer to the purposes of the translation process. And "Skopos" is originally from Greek. Besides "Skopos", the words like "aim", "purposes", "intention" and "function" were cited by Vermeer. Accordingly, other scholars then tried to make a clear distinction between "intention" and "function" in order to avoid any underlying misunderstanding. "Intention" is basically from the perspective of senders' ideas while "function" is largely determined by the textual function.

3.2 Skopos Theory

Skopos theory is the most profound one of the functionalist translation theories. This significant theory attached more importance to the integration of functionalism and social effects. Vermeer proposed this theory in the 1970s and other scholars optimized it in the following years. Instead of overemphasizing the role of source text, Skopos

theory intends to empower the translators to have a voice in the translation process. Translators ought to have a specific purpose in the translation process. Skopos theory holds that translation is a systematic and purposeful act based on the source text and target text is derived from the purposes. In addition, a perfect translation is followed by the intra-textual coherence and inter-textual coherence. The former refers to the internal coherence of target text and make the text understandable. And the latter emphasizes the coherence of the source text and the target text. Skopos theory paves the way for an innovative translation model. The criterion of judging the quality of target text is no longer "equivalence", but the adequacy of achieving the desired goal.

Vermeer (1978) in his paper "Framework for a General Translation" firstly proposed the profound Skopos theory. And this theory formulated by Vermeer was consisted of three major principles: skopos rule, coherence rule and fidelity rule. Skopos rule is the most important one and the other two are subordinated to it.

4. Linguistic Features of Business Contracts

To have an in-depth analysis of the lexical features, syntactic features and stylistic features of the source text is pivotal to make an intensive study of translation. Business contracts, as legal documents, are particular about the accuracy of the words employed in the contracts and the rigorousness of the sentence structure. Guided by specific translation theories, the English to Chinese translation of business contracts should be in accordance with lexical and syntactic features of the English business contracts. As a result, it is meaningful to summarize the lexical and syntactic features of the English business contracts and figure out instructive guidelines for business contract translation.

4.1 Lexical Features

In business contracts, the employments of specific words and phrases determine the credibility. The words used in the business contracts tend to be formal, professional, rigorous and serious. In the business contracts, especially in English version, there are a good many of technical terms, legal words, archaic words and modal verbs. Undoubtedly, these words embellish the stylistic features of English business contracts.

4.1.1 The massive use of technical terms

In business contracts, the technical terms are imperative to the specialism. Based on two international business contracts this thesis mainly studies on, there are up to 50% technical terms in every international business contract. Unlike other documents, business contracts are endowed with many technical terms which can be only understood by insiders. Technical terms make the business contracts professional and formal. In other words, technical terms eradicate the possibility of ambiguity and confusion in the business contracts. Naturally, the technical terms can be easily found in any business contract. Like in "the price will be paid by FOB", here, "FOB" is a technical term, which means "free on board".

4.1.2 The employment of legal words

Furthermore, legal words in the English business contracts contribute to the strictness and unitariness. Legal words mainly refer to fixed ways of expression that employed in legal documents. In business contracts, the legal words indicate the formality of the documents and they cannot be replaced by other commonly used words. And legal words make a clear distinction between the business contracts and other documents. Legal words can be expressed in an easier way in daily life and they are usually extended in the legal form. For example, the word "for" is expressed as "for the purpose of" in the business contracts and "start" is applied to "initiate" as well. Much attention should be paid to on the employments of legal words.

4.1.3 Abundance of archaic words

In order to maintain the formality and rigorousness, there are excessive archaic words in the business contracts. Based on the International Business Contract Template i have studied on, there are about 5 "hereinafter" in the contract, 3 "whereby" and other archaic words like "herein" and "whereas". The archaic words make the business contracts more rigorous and elaborate. Archaic words are mainly obsoleted from the daily use but still make a significance in the legal documents. The dignity and formality of archaic words feature the uniqueness of English business contracts. The precise archaic words basically are related to the combination of compound adverbs and prepositions.

4.1.4 The utilization of modal verbs

The utilization of modal verbs strengthens the competency and formality of English business contracts. Zhang Guang (2010) noted that the modal verbs signified the attitude of the speakers and they were attached with certain subjective visions. The utilization of modal verbs manifests the determination of implementing decisions and the seriousness of abiding by the provisions. "Shall" is frequently used in the business contracts to determine the specific obligations which are related to legal force.

4.2 Syntactic Features

In English business contracts, complex sentence structure and excessive clauses highlight the clear logic and then stipulate responsibilities of concerned parties. Firstly, the substantial employments of nouns and verbs clarify the subjects of the contracts and duties of corresponding parties. And the uses of prepositions, adverbs, adjectives and conjunctions stipulate the time, place and other major issues. Then, nominal phrases are everywhere in the English business contracts to provide a clear interpretation of subject matters. And post-modifiers are preferred to expound the nominal phrases. Moreover, massive long subordinate clauses are used to interpreted and stipulated the meaning of main clauses. And all the information can be provided in the subordinate clauses to make a perfect picture of the main clause. Additionally, the uses of words like "approximately", "about" and "around" should be eliminated to ensure the integrity and seriousness of the English business contracts.

4.2.1 Logical expressions

In business contracts, the exact words used, and the sentence structure employed are tied to the logical and clear expressions of certain clauses. In order to get rid of any misunderstanding of business contract, the drafters underline the way they stipulate the rights and obligations, and the translators shall convey all the information included in the contracts logically. The translators should firstly understand all the details in the contracts, and then they ought to conceive the best way to transfer all the information into target text in a logical way. In many cases, translators should pay attention to the words they choose in the target text and avoid the misuses of prepositions or conjunctions. Translators should carefully consider the logical connection in the source text and try to retain the target text logically. Overall, translators should firstly make clear all the connections and details in the source text, and then they should find out the proper words to express the inner logic.

4.2.2 The use of compound sentences

In business contracts, there are a good many of compound sentences that stipulate the rights and obligations for concerned parties. It is calculated from CNKI that compound sentences are accounting for 50%-70% in the business contracts. The reason why compound sentences are largely used in business contracts is that they can wipe out any question arose from certain items and provisions. For both parties, it is of particular significance to figure out the sentence constituents and delegate obligations thereafter.

4.2.3 The use of conditional clauses

Besides compound sentences, conditional clauses in business contracts are used to ensure every probable situation is taken into consideration. As legal documents, business contracts are followed by a set of strict rules on duties and responsibilities. In contracts, it is inevitable to take the emergencies, natural calamities, perils and unexpected accidents into account. Therefore, all probable situations should be officially written into the contracts. The existence of conditional clauses and attribute clauses rule out the possibility of misconception. And in the conditional clauses, the words like "about", "around" and some inaccurate terms are wholly eradicated to ensure the absoluteness. In many business contracts, the drafters should think seriously about all the potential situations and put an end to the conflicts.

5. Discussions on Business Contracts E-C Translation

Business contracts are basically divided into the category of informative texts and the translation of them counts on the utilization of certain theories. Based on the thorough understanding of Skopos theory, the skopos rule, coherence rule and fidelity rule collectively lead to the practical guidance of English to Chinese translation of business contracts. To maintain a communicative connection between the source text and target text is central to

the realization of business contract translation. With the motivation of specific purposes, the translators have to understand the language features of target text and find out the best way to carry out all the information contained in the source text. Briefly, under the guidance of Skopos theory, English business contract translation should firstly be followed by purposes, formulate a high standard for the coherence then and focus on the relationship between source text and target text after.

5.1 To Understand the Accurate Meaning of Exact Words in the Source Texts

In the business contracts, a commonly used word can be interpreted in different ways. Business contracts are equipped with a wide range of technical terms, legal words and archaic words, and the correct interpretation of these words operates the accurate understanding of source text and determines the quality of the target text. Consequently, it is highly approved to have a clear understanding of the category of the words employed and then translate the source text in a systematic way. And it is of particular significance to figure out the correct meaning of exact words and then translate the words with purposes which are basically connected to the business background. For business contract translation, the Skopos theory underlines the role of specific aims and purposes. Undoubtedly, it is very important to lead the business contract translation with a clear and specific purpose. As business contracts, one of the major functions is to make involved parties enjoy their rights and delegate their obligations. Therefore, the major purpose of translation is to describe every detail in the contracts correctly and fluently. For business contracts can be divided into diverse types, the meaning of the same words can differ in different types. And business contracts are legal documents, the meaning of the commonly used words can be interpreted with other senses in the contracts. It is inevitable to figure out the meaning of exact words and lay a solid foundation for the following translation. "Interest" is frequently employed in business contracts and translators should pay attention to its varied meanings and express it in Chinese way with precision.

There are few examples picked out to illustrate the different meaning of "interest", example a and example b are both including "interest" and the same word enjoys different meanings instead.

- 1) The premium on the shipping goods varies with interests insured.
- 2) If the buyer fails to pay the down payment 3 days before the shipping date, the buyer shall be liable to pay the seller overdue interest and the overdue interest shall be paid upon the demand of the seller's utmost interest.

"Interest" is used in the above two sentences, and it bears different meanings due to distinguishing business backgrounds and distinctive fields. In the first sentence, "interest" is deeply related to the verb "insure", and it is the exact thing that is insured. In this case, "interest" is directly influenced by the subject "premium" and its meaning has something with it.

5.2 To Discover the Hidden Sentence Elements in the Source Texts

In English business contracts, the subjects and the objects of some sentences can be omitted sometimes. In order to make the target text logical and accurate as much as possible, the hidden elements shall be unmasked to maintain the accuracy and strictness. And in many cases, it is quite obvious for the involved parties to figure out who should delegate its obligation and enjoy its rights. Then based on the discourse analysis, ellipsis and substitution play a rather important role. Ellipsis refers to an omission of certain elements in the text. In fact, there is no fundamental difference between ellipsis and substitution, and ellipsis can be viewed as zero substitution to some extent. In the English version, it is easily to find out the hinted sentence elements and distinguish the obligations on involved parties. However, in order to convey the exact idea clearly and coherently, translators should accommodate the Chinese language features and unveil all the hinted components to get accustomed to the completion of Chinese sentences. And business contracts follow a logical expression, then target text shall be logical and complete. Under the guidance of Skopos theory, the purpose of English to Chinese translation principally is to transfer all the information contained in the English version and erase any ambiguity. After the meaning of the exact words are found out, the task then is to analyse sentences in the contracts and unearth the hidden sentence elements. It is of particular significance to unmask the hidden sentence elements in the source texts. Then, translators can convey all the information in the contracts with the set purpose. Skopos theory gives priority to the purposes, and the sentence translation is possessed with serious analysis on the sentence elements. In other words, in the business contract translation, especially when it is guided by Skopos theory, the realization of the purposes relies on the careful analysis of sentence constituents. In business contracts, formal and rigorous words are utilized to stipulate the contractual rights and duties of concerned parties. However, in English version, sentence elements about involved parties are hidden sometimes. In order to avoid any misunderstanding, the exact words should be fully conveyed in the target text.

Here are examples from a textbook named International Payment and Settlement (Fu Yong,2013:91), example a is mainly talking about the party who shall pay for the goods and example b is focusing on the payment method and shipping time:

- 1) The total contract price of \$10000.00 shall be paid as follows:
- 2) Payment: By irrevocable L/C to reach the Seller 3 days before the time of shipment."

In the first sentence, it is evident to find out that the hidden part is the direct beneficiary of the contract. As legal documents, a minute ignorance can cause a potential dispute and a huge economic loss. Thus, the hinted beneficiary should be uncovered clearly in the target text.

To analyse the hinted sentence elements is of special significance. The completeness of target text puts a brake on the potential risks. Guided by Skopos theory, the translation process is to stay closer to the definite purpose and erase any ambiguity.

5.3 To Clarify the Rights and Responsibilities in the Target Texts

Generally, the business contracts are full of different rights and duties on involved parties. In order to translate the business contracts in a logical manner, translators shall have a serious analysis on the compound sentences and conditional sentences in the contracts and clarify the rights and responsibilities of concerned parties. Under Skopos theory, the main purpose is pivotal to work out the minor differences within provisions besides the accomplishments of translation on words and sentence elements. In business world, the seller and the buyer should undertake the due obligations according to the contracts. Moreover, trade terms in the business contracts determine the significance of distinguishing obligations.

For example, there is a typical sentence from the textbook named International Trade Practices (Wang Hongyu, 2015:24). In a business contract followed by FOB (free on board), the seller has to delegate his obligations.

The seller must deliver the goods on the agreed date or within the agreed period either by placing them on board the vessel nominated by the buyer at the named port of shipment or by procuring the goods so delivered.

In this case, the "date" and the "person in charge" are two important ingredients. Based on the Skopos theory, the major purpose is to clarify the rights and responsibilities on concerned parties. In order to ensure the accuracy of target text, it is of particular significance to focus on the minor differences on time, place and involved parties. Firstly, it is essential to carve out the due obligations undertaken by the seller and the buyer. Then, painstaking efforts should be taken to understand the purposes of involved parties. The clarifications of due obligations are an epitome of the practice of skopos rule and the exactness of target text.

5.4 To Ensure the Intra-textual Coherence in the Target Texts

In the Skopso theory, the skopos rule dominates the guidance of translation approaches. There is a plethora of compound sentences in English business contracts, and the coherence of the translation on theses sentences can be essential. In Skopos theory, the intra-textual coherence should also be paid attention to. And in the target texts, translators should pay attention to the intra-textual coherence. Additionally, the coherence rule and the fidelity rule are two basic requirements for the perfection of business contract translation. Under the guidance of Skopos theory, the target text is expected to transfer the main idea of the source text thoroughly and completely. Not only does the comprehensive ability of receivers should be taken into account in the translation process, but also the sincere faith to the source text should be highly recognized. In order to ensure the fidelity of the target text, literal translation is generally promoted in the business contract translation. In business contracts, there are many simple sentences implying the potential requirements on concerned parties. In this way, literal translation is preferred to unmask the requirements and be loyal to the coherence rule.

Examples from the Business Contract Template reveal the indispensability of the intra-coherence rule. Example a, b and c are from the same international trade contract template that stipulate different duties and obligations on

concerned parties:

- 1) Original Airway Bill (copy for Consignee) marked "freight prepaid" and shipping mark, consign to and notify the Buyer.
- 2) The Buyer shall pay 100% advance payment to the Seller within two weeks after contract effected.
- 3) All notice shall be written in Chinese or English and served to both parties by fax/courier according to the addresses shown in this contract.

In the above three examples from the same international trade contract, they explicitly express the requirements on buyer and seller. These sentences are simple enough and they should strictly abide by the basic meaning of source text. Any distortion and unfaithfulness to the words in these simple sentences is unbearable. In the first sentence, the subject is original airway bill and buyer shall be notified on the fulfillment of the essential procedure. Translators should focus on the order of essential procedure.

Moreover, besides the simple sentences, there are a good many of longs sentences accompanied by numerous clauses and provisions in the business contracts. To translate the long sentences in the business contracts, translators should firstly come up with the purpose and discover the main subject of the sentence, then they should understand the logical relationship of various related components and sort out the main components and recombine the sentence according the Chinese language features. To get it further, the translation of long sentences should be faithful to the source text and maintain the basic logical relationship and coherence in the target text.

In business contract translation directed by Skopos theory, the translation is originally from the specific purposes and blossoms with the abidance of fidelity. In the translation process, literal translation is employed to transfer the expected meaning in the simple sentences and the logical relationship and alternations upon Chinese language features of long sentences optimize the target text.

5.5 To Maintain the Inter-textual Coherence in the Target Texts

In the Skopos theory, the skopos rule is as top-ranking rule while the coherence rule and the fidelity rule bring up to the full strength of translation approaches. The intra-textual coherence treasures the logical relationship and literal translation, the inter-textual coherence reinforces the faithfulness to source text and relative equivalence. The target text underlines the coherence and highlights the concision.

In the English to Chinese translation of business contracts, the purposes are highly cherished, the intra-textual coherence is highlighted, and the inter-textual coherence is integrated. Skopos theory underlines the integration of skopos, intra-textual coherence and inter-textual coherence. The translation approaches based on Skopos theory should firstly enlightened by specific purposes, triggered by intra-textual coherence and achieved by the satisfaction of expressive need from the target text.

6. The Discussions on Translation Methods

6.1 The Essential Elements in Translation

Based on the practical application of Vermeer's Skopos theory in the English to Chinese translation of business contracts. The perfect translation grows out of the accurate understanding of source text and the proper guidance of mature theory. Stemmed from skopos rule, the practical translation approaches strive to make a balance based on the coherence rule and the fidelity rule between source text and target text.

Skopos theory, as one of the most significant breakthroughs in the translation fields, is employed in business contract translation to pave the way for innovative translation approaches. Translators should firstly analyse the context of the business contracts to conceive specific purposes, then take the intra-textual coherence into consideration and ensure the quality of the target text roundly. The application of Skopos theory extends its horizon in business field and strengthens the contacts with translation practice. The translation guidance promotes a tentative study on business contract translation from theoretical basis. The translation approaches and methods root in Skopos theory open up a new world in business translation and push forward the study on practical application of certain theories.

6.2 The Limitation

Skopos theory provides a new vision for business contract translation and gives rise to countable translation approaches. However, it is provided with some limitations as well. Firstly, the Skopos theory gives priority to the intention and purpose particularly. Translators' subjective judgement can decide the trend and quality of target text. However, personal ideas sometimes may deviate from the originals of the source text and bring about chain-reacting mistakes thereafter. Secondly, all the examples given in this paper are principally from magazines, official websites and annual reports, which are generally extensive, yet they fail to comprise all kinds of business contracts. In this way, the limited resources can be a academic hurdle. Thirdly, it is rather difficult to conduct innovative translation approaches under the guidance of Skopos theory.

In all, the business contract translation based on Skopos theory is of particular significance. To get it further, the refinements of the practical applications should be done to alleviate the side effects of subjectivity and ease the scarcity of source texts.

7. Conclusion

By studying the practical application of Skopos theory in the English to Chinese business contract translation. The previous sections contribute to the interpretation of Vermeer's Skopos theory, the language features of business contracts and general requirements of business translation. Generally, this paper focuses on the translation practice and analysis of sentence components.

The booming international trade among different countries evokes the internal desire for the perfect business translation. The misuses of the words, the misunderstanding of texts and the abuse of personal sentiments can weaken the translation quality. Based on Vermeer's Skopos theory, this paper launches an in-depth study on business contract translation.

With the discoveries of several profound translation approaches and proposes significant translation requirements from the perspective of Skopos theory. Skopos theory intends to build a communicative bridge between the original text and target text. The business contract translation is result from the full fulfillment of specific purposes and faithfulness to the source text. In order to make the translation perfect enough, the purposes should be worked out thoroughly, translation principles on coherence and fidelity are employed then and translation approaches are relied on to complete the target text. To some extent, the English to Chinese business contract translation is proved by the main purposes and coherence, then embellished by stylistic features of Chinese language.

In conclusion, the leading role of Skopos theory in the business contract translation is wholly discussed, the significance of skopos rule is posed, the indispensability of intra-textual coherence are put and the essence of intertextual coherence is brought out in the hope of accelerating multinational business cooperation in China. And if the theory can be successfully practiced in the practical scenarios, it will put a brake on any legit disputes over the contract's translation.

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