
RESEARCH ARTICLE

Translation of Long Sentences in Engineering Contracts under the Theory of Functional Equivalence: Taking FIDIC Conditions of Contract for Construction (Red Book) as an Example

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ABSTRACT

The FIDIC (Fédération Internationale Des Ingénieurs Conseils) *Conditions of Contract for Construction* are widely used in international engineering contracts, and their translation also plays an active role in the construction of China's own engineering contract texts. Due to the complexity and variety of the logical levels and modifiers, understanding and translation have become a major challenge. This paper will use functional equivalence theory as the theoretical guide, take the English and Chinese versions of FIDIC *Conditions of Contract for Construction* (1999 Red Book) as the main research text, analyze the long sentences of FIDIC *Conditions of Contract for Construction* and its translation techniques in Chinese translation, and explore how Chinese translation can deal with complex long sentences to achieve the closest and most natural equivalence between the target language and the source language.

KEYWORDS

Chinese translation; functional equivalence theory; FIDIC Conditions of Contract for construction

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1. Introduction

Under the background of economic globalization, international engineering construction also benefits from it, and the contract plays an irreplaceable role in international engineering. FIDIC is the French abbreviation of Fédération Internationale Des Ingénieurs Conseils, the first independent association of consulting engineers in Belgium, France and Switzerland in 1913 in Ghent, Belgium. In 1996, China Engineering Consulting Association joined FIDIC on behalf of China and became a full member of FIDIC. FIDIC *Conditions of Contract for Construction* (hereinafter referred to as the FIDIC Conditions) is the summary of the experience of civil engineering construction and management of all countries in the world and the summary of the experience of international engineering contracting for more than one hundred years. It organically combines civil engineering technology, management, economy and law together and fixes them in the form of contracts. Due to the characteristics of the contract, such as fairness, simplicity, rigor, operability, etc., it is widely recognized and used in the international arena, while it also has guidance and positive significance for the engineering construction contract in China.

This paper will take the FIDIC Conditions as the main research text, analyze the language style of the original FIDIC Conditions, the use of long sentences, and the translation methods and techniques of the Chinese translation, and explore how the Chinese translation deals with the complex long sentences in the engineering contracts from the perspective of the functional equivalence theory, and how to realize the most appropriate and natural equivalence between the target language and the source language under the functional equivalence theory.

2. Functional equivalence theory and differences in syntactic structure between English and Chinese

This paper is completed with the theory of functional equivalence as a theoretical framework. Before the case study based on specific translation methods and techniques, it is necessary to have a clear understanding of what is the theory of functional equivalence, the characteristics of Chinese and English sentences and the differences between them, and only after a full understanding of these contents to analyze the use of translation techniques have a theoretical basis.

2.1 Functional equivalence theory

Eugene Nida, a famous American translation theorist, pointed out that the fundamental task of translation is to make the translation and the original text the closest natural equivalent, in which "the closest" means that the information in the translated text must be close to the information expressed in the original language, and the translator can't deviate from or tamper with the information that the original text conveys; "natural" refers to the fluency of the language expression of the translated text, avoiding hard expression, and not having obvious translation accent. The equivalence achieved by combining the two is the core meaning of "functional equivalence".

Different languages have different forms of expression, but they have the same or similar functions or purposes, and the theory of functional equivalence is put forward by Nida, the core of which is to emphasize reader-oriented because a successful translation requires that the reader's feedback be basically the same as the reader's feedback on the original text. The theory also advocates the functional equivalence of translation content, that is, to realize the functional equivalence between the two languages rather than to rigidly correspond to the meaning of the texts. This theory of translation standardized the principles of translation, which were subject to many different opinions, and made a remarkable contribution to the world's translation theory.

In order to make the relationship between the target reader and the target information basically equal to that between the original reader and the source information, a careful understanding of the cultural differences between Chinese and English is necessary. As Nida says, "For truly successful translation, familiarity with two cultures is even more important than mastery of two languages because words have meaning only in the cultural context in which they are used." (Nida,2001) Therefore, translation is not only a simple conversion between words from one language to another but also a process in which the translator converts the semantic content carried by the two languages, that is, from semantics to style, reproduces the information of the source language with the most appropriate and natural equivalent, that is, on the premise of maintaining the semantic commonality between different languages at the deep structural level, reorganizes the surface form of the source information, changes the expression perspective, and replaces the source meaning with the target meaning. This assumption of adjusting the translation at any time in the service of the receiver to ensure absolute understanding and consistent response is the essence of functional equivalence theory.

Functional equivalence theory includes four aspects: lexical equivalence, syntactic equivalence, textual equivalence and stylistic equivalence. (Guo 2000: 275) For guiding translation practice, based on functional equivalence, the theory suggests that translation should fulfill four criteria: reaching the meaning, conveying the meaning, phrasing smoothly and naturally, and having a similar reader response. (Tan 2004: 234)

2.2 Differences in syntactic structure between English and Chinese

There are obvious differences between English and Chinese sentence structures. Only by understanding the sentence patterns of the two languages can we achieve functional equivalence in translation. English is influenced by Aristotle's strict formal logic and rationalism, which emphasizes the appearance of form in language. The biggest feature of English sentence construction is the use of hypotaxis, emphasizing the coordination of formal structure. In the sentence structure, English complex sentences are organized around a "Subject + Verb" core, and if there are multiple predicate verbs or clauses, the predicate verb of the main clause becomes a central point of reference in the linear order of time and is strictly aligned with the main predicate structure of the main clause by using tense markers and forming a variety of tenses. (Quirk et al. 1972; Leech & Svartvik 1975) It uses and frequently uses related words, pays attention to formal connections, and restricts the sentence structure by morphological changes. Grammar and meaning are harmonized and less dependent on context. Grammar and logic determine the meaning of sentences. To understand syntax and semantics correctly, we need to pay attention to the structure of sentences and the logical relations before and after sentences.

Influenced by Confucianism, the Chinese language emphasizes the transmission of meaning rather than the formal structure. The biggest feature of Chinese words and sentences is parataxis, and the most important relationship is to enable readers to understand the meaning. Therefore, Chinese sentences are often loosely structured and famous for running sentences. Chinese grammar is often implicit, which is manifested in sentence structure in that there are many sentences without a subject, the adhesion between sentences is not strong, and the grammar rules are relatively flexible.

Through the comparison of Chinese running sentences and English complex sentences, there are differences in the core structure of subject-verb, the attributes of sentence units, the relationship between sentence units, the way of articulation, the boundaries of the whole sentence and the use of punctuation, etc. These differences in syntactic features are the external manifestations of the essential differences between Chinese and English. These differences in syntactic features are the external syntactic manifestations of the essential differences between Chinese and English, the root of which lies in the strong spatial character of Chinese and the strong temporal character of English. (Zhao & Wang 2020: 27) Therefore, in the English-Chinese translation of FIDIC Conditions, the translator is required to deal with and transform the long sentences effectively according to the above differences.

3. Difficulties in translating the FIDIC Conditions

The FIDIC Conditions organically combine the technical, economic and legal aspects related to engineering management, constituting a relatively perfect contract system. Hundreds of countries have adopted FIDIC Conditions in international projects, and it is regarded as the "bible" of the international civil engineering industry.

FIDIC Conditions is different from other information-based texts, which belong to the contractual text, professional, normative, logical and complex, and its translation is both difficult and complex.

Firstly, the contract contains a large number of specialized terms and vocabulary in the fields of construction, economics and law, which can easily lead to misinterpretation by relying solely on the understanding of the general meaning of the terms.

Secondly, the FIDIC Conditions itself is both a construction code and a technical guide to translation. Contracts in the description, in order to clearly state the internal characteristics of the thing in question and the relevant connections, in order to achieve as much as possible the accuracy of the meaning of the sentence without ambiguity, often use a large number of compound sentences or contain many additional components (determiners, gerunds, subject complements, object complements, etc.) such as simple sentences and other long sentence styles to act on the subject or the event of the restriction, and the degree of restriction, as well as the order of the action of the sentence, will also have a The degree of restriction and the sequence of action will also be reflected in the sentence.

Thirdly, utilizing the corpus software WordSmith 5.0 to retrieve the average sentence length of the English version of FIDIC Conditions yields an average sentence length of 29.57 words, which far exceeds the average length of an English sentence (17 words). (Wang, 1987: 325) The main characteristics of these sentences are long sentences and complex structures, so understanding the original text requires sorting out its logical relationships and complex sentence structures. This is a great challenge for the translator, who needs to discover the nuances and the degree of logical adhesion in the sentence structure, and the interpretation of the sentence structure of the contract text will directly affect the contractual information and even the manifestation of the effectiveness of the contract.

FIDIC conditions as a written contract with legal and formal nature of this paper, its language standardization, formal and rigorous, professionalism, sentence complexity and variety, logical meticulous. In view of the linguistic characteristics and textual functions of the contract conditions, the Chinese translation of the FIDIC Conditions most importantly needs to ensure that its information is accurately conveyed and to realize equal reader stimulation effects from multiple levels such as semantics, context, and stylistic style. This translation requirement fits with the standard of translation practice guided by the theory of functional equivalence. Using the theory of functional equivalence to guide translation can strengthen the translation needs of the FIDIC Conditions, realize appropriate and practical translation results of natural equivalence so that the essence of the contract can be better conveyed, and gain higher recognition.

4. Translation techniques of long sentences of FIDIC Conditions under the guidance of functional equivalence theory

In the contract text, the translation of long sentences is a big difficulty; the translator needs to clarify the main outline of the syntactic level, distinguish the main structure of the sentence, and clarify the meaning of the whole sentence. The logical relationship between long sentences is the key to the contract text; the translator needs to clarify the exact meaning of each clause; in addition, in order to adapt to the linguistic ecological environment of the target language, long sentences need to be re-integrated in accordance with the Chinese expression habits, and make further adjustments to ensure that the translation not only meets the characteristics of the faithful original text but also can achieve smooth and fluent. Translation skills, as the local and micro level of Chinese text processing, refer to the technology, skill or skill required for the specific implementation and application of a translation method. (Xiong 2014:83) Some long sentences in the Chinese-English comparison version of FIDIC Conditions are translated in accordance with the sentence structure of the original sentences, and some sentences have complex and diverse

components, and the logical relations need to be reorganized, and translation techniques such as embedding, segmentation and inversion are adopted.

4.1 Linearity

Syntactic linearity translation is in accordance with the order of the original translation, without any adjustment to the sentence structure. When the logical order of the statements of English contract terms and Chinese contract terms is basically the same, and the direct translation according to the original sentences will not be raw and dull, the syntactic linearity translation can be chosen. In the FIDIC Conditions, most of the clauses state the main points of action in a chronological or logical order, and in these cases, there is no need to adjust the order of the words, and syntactic linearity translation is sufficient. Syntactic linearity translation is the first choice when translating long sentences because the translation obtained in this way can not only achieve content equivalence but also form equivalence and maximize the realization of the goal of functional equivalence.

Example 1: If the Contractor fails to carry out the Tests on the Completion within the period after 21 days, the Employer's Personal may proceed with the Test at the risk and costs of the Contractor. (Conditions of Contract for Construction, 2002: 72)

The original text is a conditional clause led by "if", stating the conditions for delaying the "Test" and then stating what the acting subject may do and who bears the risk and consequences of acting. In the FIDIC Conditions, most of the assumptions about future expectations are made using such long sentence syntax. The original text is clear and concise, and its order of expression is adapted to logical thinking, reflecting the logic and rigor of the legal text.

Translation:如果**承包商**未在规定的21天内进行**竣工试验**，**雇主人员**可自行进行这些试验，试验的风险和费用应由**承包商**承担。（施工合同条件，2002：73）

The proprietary terminology in the contract is highlighted in capitals, and in order to present the same line features to the reader as well, bolding of the text is utilized to restore it in the translation. The logical order of the original text is clear, and the order of the lines is not much different from that of the Chinese, so the translation can be made more authentic by directly adopting the translation technique of syntactic linearity translation. However, some of the modifiers in long sentences need to be adjusted according to the linguistic characteristics of the target language, such as advancing the qualification of "the period after 21 days" to make the translation more fluent. Such translation not only meets the semantic equivalence under the theory of functional equivalence but also takes care of the restoration of the style of the legal contract, and the translation is smooth and natural.

4.2 Embedding

Embedding translation refers to the translation of the sentence in the words, phrases, clauses and other modifying components placed before the modified word so that the original English modifier as a backward modifier is embedded in the Chinese sentence before the modified word. This is related to the differences in sentence structure between Chinese and English, with English emphasizing "post-modification" and Chinese emphasizing "pre-modification". (Liao Sheng, 2003: 62) In English, if the modifier is long, it is often placed after the modifier and presented in the form of a subordinate clause, but not in the syntactic rules of Chinese, where the modifier is placed before the modifier no matter how long it is. Embedding translation can make the Chinese translation more compact and coherent.

Example 2: The Contractor shall promptly give notice to the Engineer of specific probable future events or circumstances which may adversely affect the work, increase the Contract Price or delay the execution, increase the Contract Price or delay the execution of the Works. (Conditions of Contract for Construction, 2002: 66)

The original sentence utilizes which to lead the subordinate clause to modify events or circumstances, a group of synonymously juxtaposed nouns. In order to avoid a top-heavy sentence, the English line usually starts with a general statement followed by a sub-statement, and the modifier of the noun is placed after it as a postpositional determiner. FIDIC Conditions as a legal text, in order to allow the construction parties to be the first clear understanding of the construction process, generally open the door to the main body of facts, that is, to act as the main body, the object and the necessary procedures for the first to be elaborated, and then to the extent and scope of the qualifier to limit or explain. The wording reflects the clarity and simplicity of the legal text of the contract and its hierarchy.

Translation: **承包商**应及时将未来可能对工作造成不利影响、增加**合同价格**、或延误工程施工的事件或情况，向**工程师**发出通知。（施工合同条件，2002：67）

If it is translated according to the sentence structure of the original sentence, which neither conforms to the Chinese writing characteristics nor meets the requirement of conciseness and clarity needed for contract translation, the inline method is used to

place the post-modifier in the English language in front of the modified words when translating. This treatment is more in line with the Chinese logic and achieves the effect of natural equivalence required by the theory of functional equivalence.

4.3 Divison

Divison means that English sentences in the original text are divided into several components, and each paragraph is translated separately. In the translation of the FIDIC Conditions, sometimes, when the modifier is too long to be placed before the modifier, the translation technique of segmentation is used.

Example 3: The Employer shall submit, within 28 days after receiving any request from the Contractor, reasonable evidence that financial arrangements have been made and are being maintained which will enable the Employer to pay the Contract Price (as estimated at that time) in accordance with Clause 14 [Contract Price and Payment]. (Construction Contract Conditions, 2002:30)

This sentence is a long sentence containing two clauses, respectively guided by the words "which" and "that". The "that" clause supplements the nature of reasonable evidence, while the "which" clause indicates the purpose and function of reasonable evidence. It reflects the pursuit of logical rigor.

Translation:雇主应在受到承包商的任何要求28天内, 提出其已做并将维持的资金安排的合理证明, 说明雇主能够按照条款第14条[合同价格和付款]的规定, 支付合同价格(按当时估算)。(施工合同条件, 2002: 31)

The translation breaks the original text from the guiding word, which is the attributive clause, to form two sentences to describe "reasonable evidence". The guiding clause of that uses the embedding method to place the modifier before the modified word, and the guiding clause of which uses the segmentation method to break the long sentence. First of all, the attributive clause guided by which is not suitable for embedding because the sentence is too long. Secondly, the clause guided by which and the sentence meaning of the sentence guided by that are not parallel and can not be translated into parallel long sentences. Finally, if the two clauses together constitute a long sentence, if only the formal equivalence, the literal translation into a long sentence will cause the logic of the sentence to be unclear, unclear meaning and other problems, as a legal text, FIDIC Conditions should achieve functional equivalence, avoid the difficulty of understanding caused by too long sentences, and choose the translation skills of segmentation when translating sentences.

4.4 Inversion

One of the important principles of English word order is end-weight or end-focus, which means that English puts important information at the end of the sentence, while Chinese does not follow this principle. Inversion refers to the translation of English long sentence structure according to the meaning of the group to replace before and after, to adjust the sentence expression habits more in line with Chinese. Adopting such a translation technique can appropriately adjust the center of the sentence and reduce the resistance to expression.

Example 4: The Employer shall indemnify and hold the Contractor harmless against and from all damages, losses and expenses (including legal fees and expenses) resulting from a claim under the Performance Security to the extent to which the Employer was not entitled to make a claim. (Construction Contract Conditions, 2002:38)

The FIDIC Conditions still follow its straightforward style of writing so that the readers of the construction parties can be clear about the participants of the construction parties in the first place and the relationship between the subjects. The juxtaposition of "indemnify and hold" and "against and from" is used twice in the sentence to strengthen the solemnity and rigor of the legal text. The main body and main expression meaning of the sentence are timely stated at the beginning of "employer protects contractor from injury"; the latter uses the non-predicate verb and the clause guided by which to limit the scope of compensation for injury.

Translation:雇主应保障和保持使承包商免受因雇主根据履约担保提出的超出雇主权索力索赔范围的索赔引起的所有损害赔偿费、损失和开支(包括法律费用和开支)的伤害。(施工合同条件, 2002: 39)

When the two modification components are replaced in the translation, Chinese is the thinking mode of cause and consequence first. The description of the event usually starts with the introduction of the scope and cause of the event and then concludes with the explanation of the result caused by the event. The translation of FIDIC Conditions also follows this mode of thinking. Therefore, the use of the inversion translation technique in Chinese translation can make the translation closer to Chinese thinking and mobilize the same stimulating effect on Chinese readers.

5. Conclusion

FIDIC Conditions play an important and positive role in perfecting our own construction contract construction and our engineering construction "going out". The language of FIDIC Conditions has a unique style, and the professionalism, strictness and logic of its contract text is a model for engineering contracts.

Complex long sentences are a major focus of translators in interpreting the contract text and also a major difficulty in translation. As for the complex long sentences, the translator should flexibly apply the translation methods and techniques to analyze the logic of the original sentence and the main and subordinate clauses and adopt the appropriate translation techniques. When the logic of the English text is in line with the Chinese terminology, the linearity translation method should be used to convey the textual information and restore the style of the text; when the English expression emphasizes on the "rear decoration", and the Chinese emphasizes on the "front decoration" and the modifier of the long sentence is placed after the sentence, the embedding translation technique should be used in due time to let the information be conveyed smoothly and fluently in the domain of the target language; the English expression should be translated into the language of the target language. When English modifiers are complex and varied, in order to meet the language habits of Chinese running sentences, the appropriate use of synecopation, the length of the sentence to do the appropriate cut, to alleviate the reader's difficulties in reading and comprehension; when the English expression of the thinking mode and the Chinese differences, such as the first cause and effect of the Chinese language or the first sub-division of the description, after the conclusion of the description, etc., while the English language and the opposite, then the use of the invert method, on the basis of the protection of semantic In this case, the inversion is used to ensure that the semantic information is accurately conveyed and that the language is more likely to stimulate the same response in Chinese readers.

The text type of FIDIC Conditions is special, and the translation of its translation focuses on realizing the functional equivalence effect of the contract text so that the target language readers can have similar or even the same feelings as the source language readers, and the translation needs to convey the same information, realize the same legal protection and the same style, which requires the translator to penetrate into the linguistic environment of the text, understand the meanings of the technical terms and clarify the inner logic of the long sentences in the contract text, so as to achieve the same level of information. This requires the translator to penetrate the linguistic environment of the text, understand the meaning of specialized terminology, and sort out the internal logic of the long sentences in the contract text so as to realize the practicability and effectiveness of the FIDIC Conditions in translation.

There are still several limitations to this paper. Firstly, this paper only takes FIDIC Conditions as a case of translation of complex long sentences in engineering contracts, which is not typical enough for the translation study. This suggests the need for more cases from different engineering contracts for further research. Secondly, there are only four translation techniques mentioned in this paper for the translation of long sentences in FIDIC Conditions. In fact, there are more translation techniques for the translation of complex long sentences in engineering contracts. More translation techniques should be taken into consideration in future research to make the translation of engineering contracts more comprehensive.

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