Technology and e-resources for legal translators: the LAW10n project[1]

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ABSTRACT

End User License Agreements are "those agreements as a result of which the licensee, purchaser of the license or user, receives from the licensor the right to use the programs under the terms agreed[2]"(Aparicio 2004:71). Software licenses first appeared in the United States of America. Translated into Spanish by the Licensor, and made available directly to users of the licensed software, these licensing agreements have now been incorporated into Spanish law.

In legal translation —in particular when translating End User License Agreements where the specificity of the cultural elements involved can lead to recurrent breakdowns in communication— an interpretative-communicative approach must be used, one in which the translator takes into consideration all the elements that directly impinge upon the decision-making process in translation, i.e., the client; target audience; legal or cultural context; legal requirements enforceable by law, etc. In practice, licensing agreements are translated as part of the process of localisation itself, i.e. semi-automatically. As a result, licensing agreements translated into Spanish do not reflect the spirit of the law underlying the source text; neither do they comply with the specific requirements of Spanish law.

Although there is a gender of license agreements in Spanish –i.e. in patent law and other copyright law fields- this gender cannot be automatically applied to the case of software licenses because these licenses have special features. In this article we present the reason why the translation of software licence agreements deserves such a deep analysis and how existing legal e-resources are not enough to solve the translation challenges that this genre presents to translators. An English-Spanish bilingual corpus of translations has been created and analysed to evidence the legal implications of current translations and demonstrate the need to take into account not only the legal system of the target text but also translation proposals included in licences where the applicable law is that of the target culture. This article is addressed to translation lecturers and researchers interested in legal e-resources and instrumental translations.

INTRODUCTION

The LAW10n project is a research project funded by the Spanish Ministry of Science and Innovation (Reference: FFI2010-22019) to be developed between 2011 and 2013. The project is coordinated from Universitat Autonoma de Barcelona and developed by researchers from the following universities (in alphabetical order): Imperial College London (GB), Universidad de Granada (Spain), Universitat d'Alacant (Spain), Université de Genève (Switzerland) and Universitat Autonoma de Barcelona (Spain).

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[2] Translator's note: Original in Spanish. Our translation.

Our objective is to study translation with legal effects, in particular software licensing agreements, called End User License Agreements (EULAs) and to develop a series of resources for the translation and localization of licensing agreements, taking into account the specific requirements of Spanish law.

In this chapter we will present why the translation of software licence agreements deserves such a deep analysis and how existing legal e-resources are not enough to solve the translation challenges that this genre presents to translators. This chapter is addressed to translation lecturers and researchers interested in legal e-resources and instrumental translations.

Traditionally legal translation was a specialised field considered not suitable for the use of translation memories and new technologies in general. However, the improvements of these tools in recent years together with the incorporation of large volume of legal corpora and easier access to online documentation have changed the paradigm of this field of translation. Translators and lawyers working with these kinds of documents search on the Internet for glossaries, reference texts and parallel documents.

As we all know, legal translation is characterized, among other features, by the asymmetry of the meaning of its lexical units in the different legal systems. This is what Alcaraz called, "high anisomorphism of legal lexical units" (Alcaraz, 2004:2). He stated that legal lexical units are very different as for culture, history and legal institutions are concerned. For this reason it is not easy to find a translation which reflects the sense of the original text and at the same time is close enough to the target legal system to make it easy to understand by target readers. Legal translators devote a tremendous effort to documentation and legal information mining.

Nowadays, legal translators have a myriad of legal resources available. It is true that quality of legal translations has improved dramatically since the introduction of the Internet as an information source in the legal translator's routine. However, it has not made easier translator's work. On the contrary, a perfectionist translator now spends plenty of time searching for an answer and understanding the legal context in full. In the Internet there is a massive amount of legal resources but finding the right information should be easier and faster.

OUR TRANSLATION ASSIGNMENT

End user software license agreements are "those Agreements as a result of which the Licensee, purchaser of the License or user, receives from the Licensor the right to use the programs under the terms agreed"(Aparicio 2004:71). Software licenses first appeared in the United States of America and from the beginning were expanded to the international market since one of the main channels of exploitation of this products was the Internet. The program itself was subject to a process called localisation combining language and cultural adaptation to adapt it to the differences in the distinct markets. As a part of this process the agreement was translated into the different languages. Therefore Spanish speakers' users, for instance, could download immediately the program just by clicking on the "I agree" button at the beginning of the software installation. That way, just through the process of translation, the licenses have been incorporated into the Spanish legal language. However, as we have analyzed through a large corpora elaborated exclusively with texts belonging to this legal genre, in many

cases these contracts are not adapted into national laws. Surprisingly, as a part of the process of localization, the software product itself has being adapted and tested in order to ensure that it is suitable in the target culture language, but the contract, the binding link between the end user and the licensor, even though has being "linguistically" translated has not being legally adapted into the target legal system.

In general terms, legal translation is a field where source text strategies are more commonly applied. Indeed the fact that the legal effects of the source text are linked to the source legal culture constraints the translation to a more source text oriented process. Therefore, as pointed out by Bestué (2008:204) among other features, legal translations present a higher presence of borrowings, especially when treating with culture-bound legal terms.

In legal translation —in particular when translating End User Software Licenses where the specificity of the cultural elements involved can lead to recurrent breakdowns in communication— we consider that an interpretative-communicative approach must be used. By interpretative-communicative approach we mean one in which the translator takes into consideration all the elements that directly impinge upon the decision-making process in translation, i.e., the client; target audience; legal or cultural context; legal requirements enforceable by law, etc. In professional practice, most times licensing agreements are translated as part of the process of localization itself, i.e. semi-automatically. As a result, licensing agreements translated into Spanish do not reflect the spirit of the law underlying the source text, nor do they comply with the specific requirements of Spanish law. On the contrary, sometimes translators may copy adapted clauses into Spanish law into contracts which may not have legal effects and only need an informative translation.

On the other hand, we must take into consideration that these contracts translated into Spanish are massively spread through the Internet and easily reached through any research engine. Therefore, by a simple "copy and paste" action its content, - i.e. legal institutions as well as syntax's formulae-, is incorporated into other legal translations genres. Indeed, any time that a translator is searching in the Internet in order to find models or parallel texts of a typical clause like a "limited warranty", a "waiver", an "entire agreement", or a "severability" provision, it is highly probable that the text that he will find will be either a license agreement or the "terms & conditions" of web pages. As we can see in the following capture of screen, while looking for a very general term like "entire agreement", the seven first appearances are from licensing agreements.
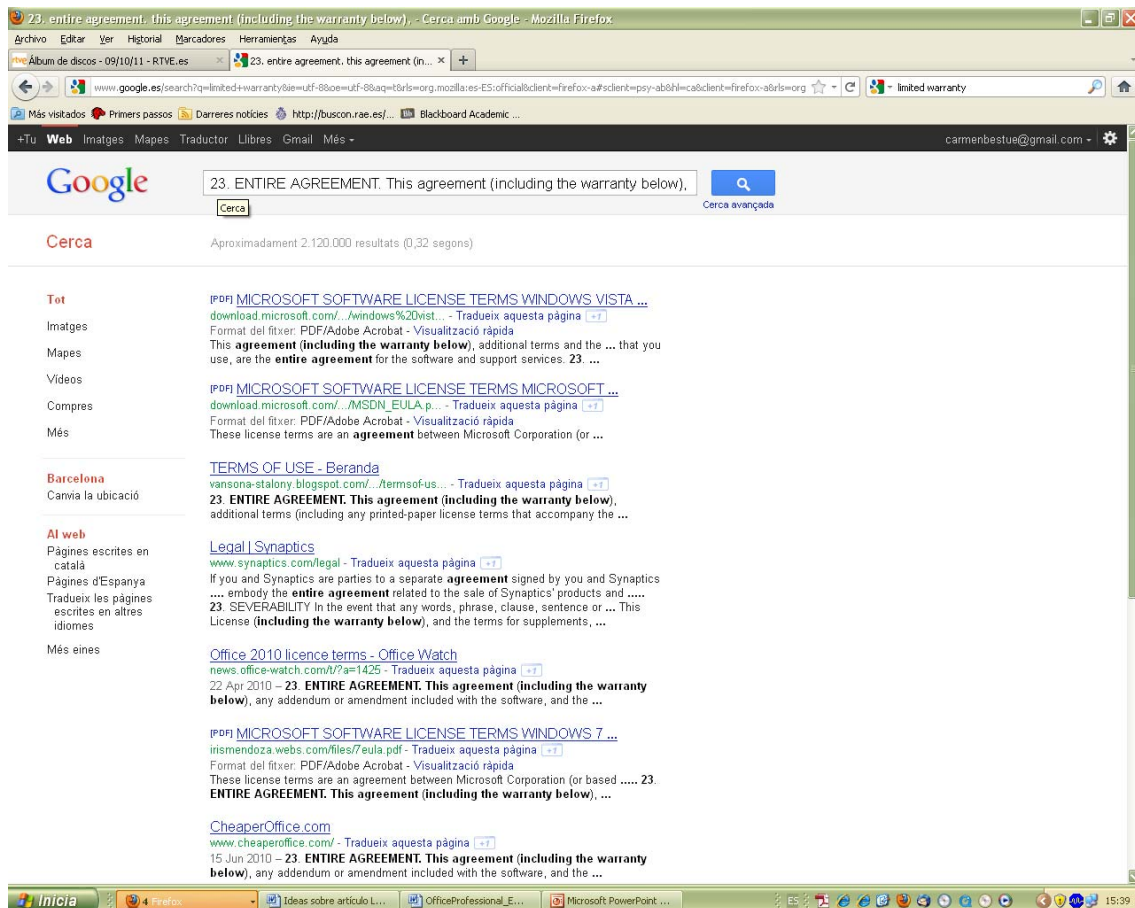
Figure 1. Example of search for the term "entire agreement" [extrated on October 2011].

For this reason, it is of outmost importance to understand better how we can use this kind of corpora that is of free access for translators taking into account its future use. What we must ask to ourselves is which kind of adaptation to the national law is needed and to what extend translators must be aware of this adaptation.

Translators have to take into account that software license agreements in Spanish are a hybrid legal genre (Bestué, 2009:105). It means that translated EULAs do contain traits from the original legal system (most likely US legal system) and, when adapted, they have to contain legal elements from the Spanish legal system as well. So we are in a situation where a contract created in a Common law culture has to produce legal effects in a country of Civil law tradition.

In some instances, the problems encountered by legal translators are very similar to those solved in the localization of software and the only added factor that we have to consider en each case is the legal effects of our decisions. In our assignment we have categorized the translation problems that we have encountered in three levels: conceptual, terminological and formal.

In a conceptual level, in the localization of software it is obvious that a certain level of adaptation it is needed. For instance, miles will be converted into kilometers and dollars into euros. However, in the legal translation the answer is not so obvious since, as we have observed, none of the translations that compose our corpora take into account this

degree of adaptation. As an example, none of the TT eliminate or modify the warranty term of 90 days that appears in all the ST and that is not conform to Spanish or European laws.

In a terminological level we will concentrate in the translation techniques that better convey the meaning of the ST legal term with special attention to the translation of culture-bond terms. For instance, we have observed in our corpora that a term that is also very common in leasing agreements ("quiet enjoyment") has adopted different forms in this genre, including a translation mistake (see Table 1).

Source term	Spanish Translations in other corpora from the Internet	Translations in our corpora
Quiet enjoyment	Gozo reservado Disfrute tranquilo Uso y goce pacífico Disfrute normal Disfrute reservado	Goce pacífico Disfrute pacífico Usufructo

Table 1. Examples of translations of the term "quiet enjoyment".

"Quiet enjoyment" in intellectual property means the right of not having interferences with the normal use of the licensed program. This concept finds its functional equivalent in the Spanish term "*ejercicio pacífico*" as it is used by the Spanish Intellectual Property Act (RD. 1/1996, of April 12th). As we can see in the examples shown on Table 1, "*goce pacífico*" as well as "*disfrute pacífico*" are paraphrases of the Spanish concept, "ejercicio pacífico", which is not however found in our corpora. In this case both techniques, paraphrase and functional equivalent, could be applied in either an instrumental or an informative purposes translation. Indeed, from an interpretative-communicative approach, both techniques allow the TT reader to understand the concept without any kind of cultural interference. However the translation of "quiet enjoyment" by *usufructo* has to be considered as a translation mistake since the term *usufructo* has a very specific meaning in Legal Spanish and could wrongly be related to the concept described in section 769 of the Spanish Civil Code.

In the formal level, these documents are characterized for having quite fixed structures that translators face like an imposition of the source culture's law. From this point of view we will analyse wether under Spanish law, there is a need for keeping complete sentences that are imposed by the subjacent law of the ST, like the following:

> "This warranty gives you specific legal rights, and you may also have other rights which vary from state to state"
> "Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you"
> "Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you"

We will also analyse other typical expressions in the ST that once translated into Spanish, as in an instrumental translation, could be considered an expressive redundancy abuse. Since in Spain a contract is always binding, the translation of the sentence "this is a legally binding contract between you…" into "este es un contrato vinculante entre" could be translated into "este es un contrato entre ...." where the term "vinculante" is eliminated.

Other formal resources like the use of capital letters in entire provisions, the use of the pronoun to name the parties instead of a more formal way like "licensor" and "licensee" will be also addressed in our translation assignment always considering the context and the specific translation brief.

After presenting briefly the main points that the translator has to bear in mind when translating such a genre, we would like to review the existing e-resources where the translator may search for information on end user licence agreements.

Basically, legal translators search on the Internet for three different kinds of information:
- Information on terminology (legal or otherwise) included in the document.
- Parallel documents or similar to the original document.
- Legal information related to the specific subject of the translation.

We would like to point out that there is another valuable kind of information that would be useful but it is not usually available i.e., specific translation advice.

REVIEW OF E-RESOURCES FOR LEGAL TRANSLATION

We have identified up to ten different kinds of e-resources available for legal translators and we have checked their usefulness for translating software licence agreements. Following there are our comments on the review.

1. Online legal dictionaries and glossaries
Despite there are very good general dictionaries available on the Internet, both monolingual (Wordnik, Dictionary.com) and bilingual (Reverso, Wordreference), good quality legal dictionaries are expensive and/or difficult to access (Black's Law Dictionary). There are also free online legal glossaries such as the multilingual legal glossary from Vancouver Community College with 5.000 terms. Any translator could translate the text of the license agreement with a legal dictionary but the dictionary focuses on terms and mostly linguistic equivalences and normally legal comments. Moreover, best legal dictionaries English>Spanish are still in paper (Alcaraz & Hughes, 1993-2003).

2. Open multilingual terminology databases
As a reliable source for legal terms, most legal translators rely on open terminology databases belonging to international institutions. For instance, they use IATE, the term bank from the European Union containing 1.4 million multilingual entries. Translators also search in UNTERM, the term bank from United Nations with more than 85.000 terms, and for economic translations they may search in the database from IMF, with 4.500 terms. These databases are open and more or less exhaustive, although their content and terminology is subscribed mainly to the context of the international institutions, which does not necessarily coincide with that of the individual countries. Moreover, terms from subjects out of the scope of international law are poorly represented in these term banks. Other institutions which offer open access to their termbanks are: WTOTerm, FAOTerm, ILOTerm, Termite, TermPost, TIS, UNESCOTERM and VINTARS.

A new approach to open multilingual terminology databases is offered by Termwiki, an enormous free online terminology database for many different language pairs fed by the users, following the wikipaedia philosophy. It is a collaborative social network where users may develop terms, definitions, and translations, make questions and write answers on terms. Terms are presented in a record and may be filtered by fields such as industry and language. It is especially useful for new terms not included yet in traditional glossaries. As a disadvantage it can be mentioned that terms are introduced by volunteers and they are not revised by experts in the field. In TermWiki, the term "Software licence agreement"'" was introduced in December 2011.

These databases are useful for finding equivalents and some context. However, as it was previously said, the translator will need something else besides the right equivalent to translate correctly this document.

3. **Privately own terminology databases**
Translators may create their own glossaries with terminology databases such as SDL Trados Multiterm, TermStar, etc. These databases may be as accurate and exhaustive as the translator wants, and relate them to real translation projects. It is worth creating a privately own database as long as the translators receive similar assignments and the same database can be used in different translation jobs. Creating a terminology database from scratch is a time consuming task. Sometimes translators may receive databases already developed by customers aware of the importance of terminology coherence. This situation is more usual in technical translation than in legal translation. However, software licence agreements are produced by software companies which do have their own private databases. Translation companies use databases provided by software companies to do the translation and translators follow the official term databases validated by the customer.

4. **Translation memories**
Translation memories (TM) such as MemoQ, SDL Trados, Transit, OmegaT, etc. are used to store in a sentence database translations done by the translator in order to reuse the translated sentence in the future. They are a useful source of information for future translation similar to those recorded in the memory and most translators use them while translating. Software companies provide their own software licence agreement translation memories to translation companies and translators accept proposals from the customer's validated translation memory. These memories contain translated sentences but do not offer any translation advice but the equivalence itself. In case a customer does not have a previous translation memory, the translator can build one by aligning bilingual corpora, as it will be explained further in detail with MemoQ, one of most suitable translation memory for legal translation. It does not only allows to reuse previous translations recorded in the memory but also performs terminology searches in computer folders where the translator previously saved legal documents as a corpora.

Not all TM are privately own. In 2009 it was launched My Memory by Traslated.net. An open free giant memory composed of 400 million of segments (so far). Individuals and institutions send their memories to be shared with others. For instance, in Mymemory.translated.net there are more than ten equivalents for the sentence "This warranty gives you specific legal rights, and you may also have other rights which vary from state to state". The source of the equivalent is added. It may be an anonymous

translator or a recognizable company or institution and quality of output depends on the memory creator. An open translation memory which is considered of good quality is the multilingual translation memory for the *Acquis Communautaire* (the body of EU law) in 22 languages made publicly accessible by the Directorate-General for Translation in 2007. Any translator can download this TM and use it as a reference. Another example is TransSearch, a Canadian database of legal translations in French, English and Spanish.

They might not be useful for translating software licence agreements but they can be used in many other translation assignments.

Jaworski and Jassem (2010) argue that TM from monolingual corpora may be also of great help for legal translators and they developed an algorithm to prepare translation memories from relevant monolingual corpus.

5. Search engines

Relevancy and velocity of search engines such as Google revolted Internet legal information searches. For instance, names of institutions and tribunals, together with its official translations, if exist, may be checked instantly with Google. Moreover, as Biel (2008:28) states, "since a dictionary provides decontextualised lexical units, the search engine narrows down potential equivalents by showing their typical context of use (senses), frequency of use and geographical origin." Legal translation may improve their searches results by learning advanced search techniques. There are also search engines specialized in legal resources such as Law Crawler or LegalEngine.com.

When looking for a sentence of a licence agreement, there are many proposals from monolingual documents. On the one hand, search engines are useful because they are exhaustive, show frequency of use, show real contexts and they are perfect for checking official names. On the other hand, they mostly present monolingual results and the relevancy and authority of results depends on the source.

6. Translators forums

Internet forums are a place to share translation problems with other translators and experts. Wordreference website allows users to add terms and ask for translations to other users. Probably the best forum for professional translators is KudoZ from Proz.com because the translator who asks the question chooses the best answer and the respondent is awarded with points. Forums are considered reliable by translators because answers are usually given by experienced colleagues . However, as we have seen in different examples we have checked, which we do not include because they were in Spanish, translators do not properly justify the answers they give and they mostly select terms according to style or grammar rules but do not talk about legal implications or use of the translation. Most discussions are limited to discussing equivalents without talking about the legal context.

7. Legal ontologies

Ontologies define what entities in a given field of knowledge and how such entities can be grouped and related within a hierarchy. (Orozco & Sánchez-Gijón, 2011)For instance, EUROVOC is the EU's multilingual thesaurus with ontology-based thesaurus management and semantic web technologies. Other examples of legal ontologies are WordNet (Sowa, 2000:497), JurWordNet, LOIS (Lexical Ontologies for Legal information Sharing) and LRI-Core (Breuker 2004). According to Breuker (2004) the main obstacle encountered to build legal ontologies was translation because making maps of legal concepts in different languages and legal systems was complex. As a

result of this difficulty, legal ontologies are partial and not a user-friendly tool for translators. They are considered a research tool rather than a professional tool. To the best of our knowledge, there are no legal ontologies on software licence agreements.

8. Legal corpora

Most existing legal corpora are monolingual, such as the Juris text corpus made available to the Linguistic Data Consortium by the U.S Department of Justice made of 700,000 documents, or the ICE-GB corpus, which contains 40,000 words of court proceedings from the Royal Courts of Justice in London and it is fully parsed. There are also multilingual corpora, such as the JRC-Acquis multilingual parallel corpus with the total body of European Union law applicable in the EU member states and the AARHUS corpus, which is a non-parallel Danish-English-French corpus in Contract Law with one million words in each language. Besides existing corpora, translators can create their own corpora downloading documents from well-known legal databases such as Westlaw. Corpora may be parallel (created from originals and translations) or non-parallel. Translators may use parallel corpora as a source for suitable translations.

With a corpus, some imagination and the right technologies, interesting projects are developed such as FragmALex at Antwerpen University (Belgium), which was created to extract the context of a given term together with the contexts of its translation, what they call a "bilingual term-driven context extraction" by combining word alignment and concordancing. FragmALex produces bilingual concordances by using the word alignment for automatically detecting the translation of an occurrence of the given term.

An outstanding example of an open parallel corpora is Linguee.es, the so-called "bilingual Google", where most sentences from software licence agreements can be found. Nowadays, legal corpora are more used by professional translators than legal dictionaries, although they do not offer translation advice and translators have to be aware of their quality.

9. Legal databases

Access to most prestigious legal databases is by subscription and they do not offer translation advice as they are designed to be used by jurists. Best known legal databases are Lexis and Westlaw. It is worth mentioning CELEX and EUR-Lex, as they offer bilinguals views of European Union legislation. CELEX is one of the biggest legal databases in the world. It contains all the EU's legislation in 11 official languages. It was created in 1966 and it can be accessed by subscription. EUR-Lex is a reduced version of CELEX and it is free. Another useful database is GLIN (Global Legal Information Network), a public database containing statutes, regulations, judicial decisions and other complementary legal materials from countries in Africa, Asia, Europe and the Americas made available by governmental agencies and international organisations. Translators value legal databases because they are exhaustive, accurate, user-friendly and they offer access to original resources. As a drawback it can be said that they do not offer translation advice and some legal systems are poorly represented.

10. Digital legal libraries

There are many legal digital libraries which offer legal resources for free (legislation, legal cases, law reports, legal news, etc.). For instance: Law Guru.com library, the FindLaw digital library, the Nevada digital Law Library, the Library of Congress Thomas, the British Academy Digital Library, The Avalon Project at Yale Law School,

the Cornell University Law Library. Most of these libraries are in the United States and in other countries is not so easy to find legal resources for free. Other useful legal resources are: American Law Sources On-Line, CataLaw, Internet Law Library, Law.com, LLRX, etc. Most of these libraries are in the United States and in other countries is not so easy to find legal resources for free.

To conclude this section we will state that in the past the main problem for legal translators was to access legal information, whereas now the problem is to improve the legal information mining process for translators. As we have presented, not all e-resources are equally effective and most of them do not offer translation advice.

APPLYING LEGAL CRITERIA TO RESTRICT TRANSLATION CHOICES

Taking into account all the existing resources, which criteria should then follow translators of software license agreements to decide which ones are most appropriate?

An easy answer would be to use as a reference the corpus of translated licenses from big software companies. Professional translators use translation memories validated from their companies. Using a corpus as reference translators can see terminology in context and whether some companies prefer to use a more formal treatment to the licensee or not, etc.

However, we have already said that many existing translated licenses are not well adapted to Spanish law, so this would not be enough. And not all companies provide a validated existing translation. Moreover, there are many different translations in the web approved by software companies. Our proposal in this article would be to apply legal criteria to restrict translation choices.

In order to test the usefulness of applying legal criteria to restrict translation choices we did the following:
1. A large number of EULAs was collected (50 bilingual EULAs).
2. English EULAs were aligned with their corresponding Spanish EULAs.
3. Translation memories were created.
4. Applicable law was annotated.
5. Analysis of the annotated corpus.

The description of the procedure is detailed below:

1. Recopilation of EULAs

Up to a hundred software licence agreements were recopilated from fifty different products. Each pair of licences (English and Spanish) was saved in a folder with the name of the product. Inside this folder there were some more subfolders: one for saving the original PDF files, another for saving the MS Word files which would be used for the alignment, another for the translation memory created and an independent file with the complete reference of the licenses (location, company, product, etc.)

2. EULAs alignment

EULAs were aligned using MemoQ tool for its user-friendliness. This means that each sentence from the English license was linked to its corresponding sentence in the Spanish license. Each automatic alignment was manually checked in order to verify that

the alignments were correct. In this phase, it was not only checked whether the alignments were right but some translation mistakes were detected. We are not going to point them out in this article written for English readers. However, it can be said that translation mistakes were detected in public and validated licences. Some mistakes were not obvious because the right solution were not to be found at the linguistic level but at a conceptual level, but others were related to the translation of official names of institutions and the use of acronyms, two kinds of mistakes easily correctible.

3. TM creation

Using MemoQ, once an alignment pair is created in LiveDocs section, by clicking on "Export to TM" it is possible to create a translation memory containing the aligned licences. An individual TM was created for each licence. In each translation memory a custom metadata tag called "applicable law" was added so that it could be identified which law was specified in the licence. Later, a general TM was created containing all licences. The general translation memory was exported to TMX, the TM standard format, in order to use this memory in other tools if needed as TMX is a format accepted by all translation memory tools. One of most suitable translation memory systems for legal translation is MemoQ as it shows in the same screen where the translation is written not only the TM but also previously stored corpus in a folder called LiveDocs.

4. Applicable law annotation

In each individual translation memory a custom metadata tag called "applicable law" was added so that it could be identified which law system was applied for the licence. The licences specifying that the Spanish law is applied are supposed to be also adapted to the Spanish law from a linguistic and a legal point of view. Licences specifying that the applicable law is not the Spanish law but other system are not supposed to be adapted to the Spanish law. This way we can restrict the selection of corpus based in legal criteria. This tag will allow us to restrict the choices of translation that we have.

5. Analysis of the annotated corpus

An analysis of clauses and terms was carried out in order to extract some conclusions from applying legal criteria. One example of how to apply legal criteria is to examine how the term "governing law" was translated. As seen in the figure below, the term was translated in 10 different ways i. e., in the corpus there are 10 different ways to translate the English term "governing law", being the most repeated "*ley aplicable*" and "*jurisdicción*".
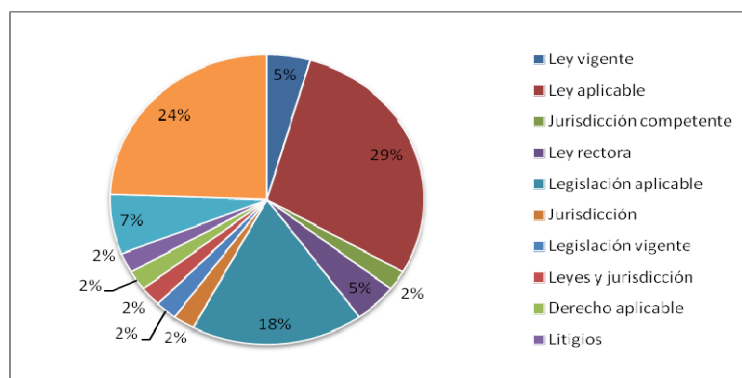

Figure 2. Translations for the term "governing law" in our corpora.

However, when checked only documents where Spanish law is clearly specified, there are only four different translations: 1) *"legislación aplicable"*; 2) *"ley aplicable"* together with two more elaborated formulations where the entire clause is just transformed like is the case in the following example:

> "Los Términos y Condiciones y su relación con YouTube conforme a lo aquí previsto, se regirán por las leyes de España". [Translation of governing law clause from the Terms and Conditions of the page web YouTube, as was extracted to elaborate our corpora.]

Another interesting example is what happens with another culture-bond term like "merchantability". In the whole corpus, this term is translated in five different ways as shown in the figure below, being the borrowing "comerciabilidad" the most used in 65% of cases.
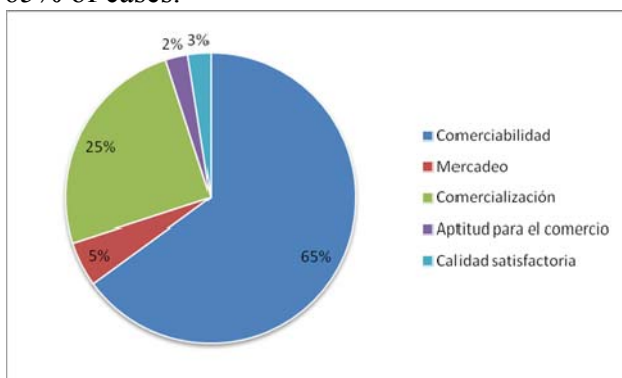

Figure 3. Translations for the term "merchantability" in the whole corpus.

In this case, the preferred term in the restricted corpora where Spanish law was specifically applied was also "comerciabilidad" in 60% of cases. However, in this restricted corpora we could also observe more target oriented and, in our opinion, elegant formulations that translators could use such as in the following example:

> English Source Text: "[the company] excludes implied warranties of merchantability, fitness for a particular purpose and non-infringement"
> Spanish Target Text: "[la compañía] excluye las garantías explícitas de idoneidad para una finalidad general o particular y ausencia de infracción".

Could we conclude by saying that we have found an infallible criteria in order to translate all the terminological problems created by non existent legal terms in the Target culture? The rule is not automatically applied; the borrowing of culture-bond terms seems to be the safer or more generalised rule in this genre, even in instrumental translations. So we have to continue research in this field in other to have a better understanding of the translations proposed and of the entire process of translation in order to be able to propose better translations or even a complete new reformulation of the Target Text that in our opinion, should be the joint work of translators as well as legal experts.

CONCLUSIONS

In this article we wanted to show that not all legal e-resources are equally useful for translating software licence agreements. From our point of view, a combination of an ad-hoc corpus and a translation memory is useful for highly specialized legal translation

assignments. Moreover, applying legal criteria to the given equivalents may be useful to restrict translation choices, although this cannot be the sole criteria. Using the best resources is not enough to solve all the legal terminology problems and best human revision by experts (translators and jurists) are essential.

Legal translators need technological solutions and legal resources that globally tackle the problems posed by this type of specialized translation in a centralized way in order to put more effort in translation and less in documentation. Our challenge in the project will be to create a custom-designed tool which in a single consultation the translator accesses to terminological and legal information together with translation advice on how to translate documents when the target-culture law is applied.

ACKNOWLEDGMENTS

REFERENCES

Alcaraz, E. (2004) "Anisomorfismo y lexicografía técnica" <http://www.esletra.org/Toledo/html/contribuciones/alcaraz.htm>

Alcaraz, E. y Hugues, B. (1993/2003): *Diccionario de términos jurídicos, Inglés-Español, Spanish-English*. Barcelona: Ariel, 7ª ed.

Aparicio, J. P. (2004). *Licencias de uso no personalizadas de programas de ordenador: shrink-wrap, click-wrap y otras formas de distribución de software*. Granada: Comares. (Derecho de la sociedad de información; 6)

Bestué, C. (2008) "El método comparativo en la traducción de textos jurídicos. Úsese con precaución". *Sendebar*, 19: 199-212.

Bestué, C. (2009) "Translating damages without collateral effects: a comparative analysis of damages". *Hermeneus*, 11: 81-107

Biel, L. (2008). " Legal terminology in translation practice: dictionaries, googling or discussion forums?" *SKASE Journal of Translation and Interpretation*, vol.3:1. ISSN: 1336-7811.

Breuker, J. (2004) *Constructing a legal core ontology: LRI-Core*. [en línea] <http://www.ws.onto.ufal.br/Papers/brazil-2004-ontology-ws.pdf> [Consulta: 19 de juliol de 2006].

Jaworski, R. y Jassem, K. (2010) Building high quality translation memories acquired from monolingual corpora. Intelligent Information Systems 9999. ISBN 666-666-666, 1-12.

Orozco, M. y Sánchez-Gijón, P. (2011) New resources for legal translators. *Perspectives: Studies in Translatology*, 19:1

Sowa, John F. (2000) *Knowledge Representation: Logical, Philosophical, and Computational Foundations*, Brooks/Cole Publishing Co., Pacific Grove, CA.