

Agata Hajduk

Uniwersytet Warszawski

International agreements as a transgenre: an analysis of international agreements between the EU and third countries

Summary

The aim of this paper is to investigate the macrostructure and terminology within the field of international agreements concluded between the European Union and third countries by means of standard procedure as well as by means of an exchange of letters. It is also to draft a typology of problems that occur in the process of translation of the agreements. The first part of the paper discusses areas which may become a subject of an agreement, to which the European Union is the party, as well as the language of this international institution. Then, a macrostructure of an agreement in the form of an exchange of letters and a standard agreement is drafted. The phrasing of the agreements is gathered in appropriate sections, and corresponding expressions are provided for German and Polish language versions. The second part of the paper addresses problems found in the Polish language version of the agreements and drafts a model classification. The author provides examples that are to illustrate typical problems as well as ways to solve them.

Key words: European Union, international agreements, legal translation, linguistic analysis

1. Introduction

The European Union has several instruments through which it may shape external relations with the world. This paper focuses on agreements it concludes with third countries, which, as observed by van Vooren and Wessel, may be classified as conventionally agreed instruments of its external action. They form key documents which allow the Union to take an important role in the global legal order and to have legal relationships with non-EU countries. Although they can be referred to as ‘non-legally binding’, they undoubtedly

belong to the EU legal order, as it is possible for them to have legal effects (van Vooren and Wessel 2014: 35).

According to Wessel, international agreements are not defined as legal instruments by the Treaties. Pursuant to Article 216 of the Treaty on Functioning of the European Union, however, this international organisation has the competence to enter into agreements (*ius contrahendi*) with one or more third countries as well as international organisations. These agreements are binding for EU institutions as well as for its member states and allow the Union to achieve objectives of its policy (Wessel and Arribas 2008: 291).

2. Subject matter of agreements concluded by the EU

In some instances, the EU has exclusive competence to conclude international agreements, for instance with regard to customs, monetary policy or competition law; in other spheres, the competences are shared between the Member States and the Union: these include transport, security and internal market (Hamans 2014: 65). The areas of agreement conclusion of the EU are depicted in Chart 1 below.

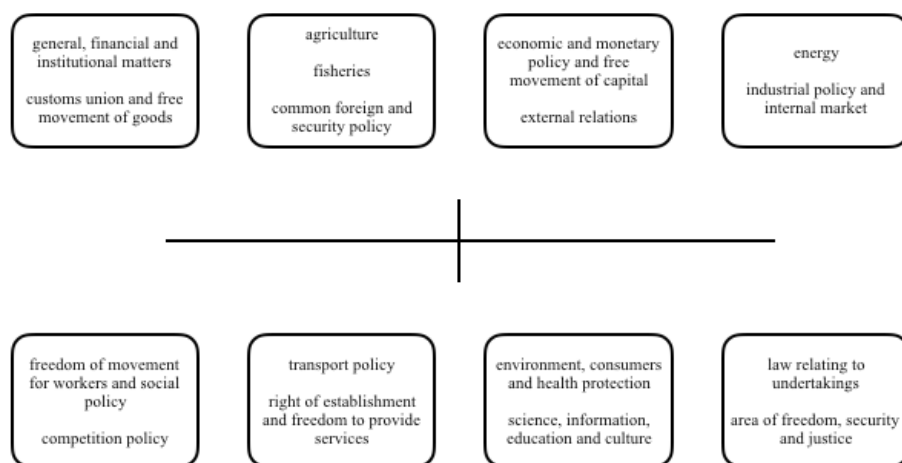


Chart 1. Subject matter of agreements (Source: own compilation based on the EUR-Lex: Directory of international agreements)

3. The European Union's legal language(s)

As of the year 2018, the EU has 24 official languages. They have developed a distinctive hybrid style. The language of EU legislation is sometimes negatively

seen by non-lawyers, often referred to with a number of negative terms (Euro-speak, Euro-legalese, etc.). The commonly accepted and neutral term is the Eurolect and its influence on national legal languages is still being investigated (cf. Biel 2014). It differs from domestic legal languages, *inter alia* due to institutionalisation, frequent code switching and interlingual assimilation.

Earlier in the history of the European Union, most negotiations and legal drafting took place in French. Currently, this role has been taken over by English: approximately 81% of legal documents worked on in the Directorate General for Translation are drafted originally in English, even though not many of the drafters are native speakers of this language (Gardner 2017: 150). The fact that non-native speakers are involved in the process of legal drafting contributes to what Koskinen describes as the “extreme visibility of the ‘translatedness’” of the Eurolect (2000: 61).

In the EU, translation is necessary to promote better understanding of not only law-making, but also communication in general. The constant contact of the EU’s constituent cultures and languages results in hybridity, derived from compromises at the pre-translation and translation phase (Trosborg 1997: 146). The demand for uniformity, stemming from the principle of equal legal effect of all language versions (Šarčević 1997: 101), leads to the standardisation of source text produced by the EU, which is intended to help translators through the simplification and rationalisation of their work.

As far as international agreements are concerned, as part of the EU legal order they may contain provisions that will be directly applicable to certain individuals. For this reason, it is justified for their text to be comprehensible: a purpose served best if all language versions are authoritative. According to the research team of P & V International, “the general rule is that contracting parties to bilateral agreements accept the multiple authentic language versions” (*Final Report...* 2012: 40). Some exceptions may be observed: some of the agreements between the EU and the USA only include one authentic language, that is English.

4. Objective, material and method

This paper aims to approach international agreements concluded between the EU and non-EU countries as a transgenre, that is a genre which ‘exists’ through translation and is exclusive to it (Borja et al. 2009: 62). It will analyse the macrostructure and the microstructure of its subgenres: international agreements concluded in the form of an exchange of letters and standard international agreements, focusing on recurrent formulas and their equivalents in three language

versions of such agreements: English, German and Polish, in order to identify similarities and tendencies in structures and conventions. The practical objective of the paper is to analyse divergences between language versions, pointing to typical problems in translation with suggestions on how to improve it.

The study is based on the qualitative analysis of the following material: 25 agreements between the EU and third countries, of which five are agreements in the form of an exchange of letters (time span: 1997–2011) and 20 standard international agreements (time span: 1991–2016), taken from the L series of the Official Journal of the European Union in English, Polish and German language versions, accessed via the EUR-Lex Directory of international agreements as of April 2018.

5. Agreements in the form of an Exchange of Letters

There are various forms of the conclusion of international agreements. This paper will discuss the form of an exchange of letters as well as the standard form of the agreements. The language in all five analysed agreements concluded through an exchange of letters indicates that the phrasing has not substantially changed over the years. One of the reasons may be the fact that in the past, negotiations on the content of the agreements were primarily taking place in French. The relevant phrases of the resulting formulas were then ‘copied and pasted’ from the previously adopted legal instruments into the new ones, as it is the case with the case law of the ECJ (McAuliffe 2011: 98).

These legal instruments may be characterised as a genre chain, that is a relationship and an interaction of two genres in a cluster (Biel 2018: 152). They are interrelated and the link between them is a communicative purpose: creating an international agreement. Their order is strictly chronological. First, a letter from the European Union is created, detailing the elements of the future agreement. It is subsequently signed by the High Representative acting as the legal representative of the EU (Wessel 2008: 159). Then, a response letter is sent from the third country, citing its predecessor in its entirety and confirming agreement to be bound by provisions contained in its wording.

After two stages of agreement conclusion based on decisions of the Council (on signature and conclusion), agreements concluded in the form of an exchange of letters are published in the Official Journal of the European Union. The macrostructure of a legal instrument created this way is unified and composed of the following elements:

1) full title;

The use of the term *international agreement* has no specific legal meaning. In the EU, it serves to prevent confusion, since the term ‘Treaties’ is generally understood as denoting the TEU and TFEU as well as the Accession Treaties, that is international agreements concluded between the Member States of the EU. Even though international instruments concluded with third countries follow the description of a ‘treaty’ of the Vienna Convention, separate titles are used to ensure greater clarity (van Vooren and Wessel 2014: 41).

2) the letter from the Union, including:

- the form of address:

| EN | PL | DE |
|------|---|--|
| Sir, | Szanowny Panie, Wielce Szanowny Panie, Szanowny Panie Ambasadzie! | Herr, Exzellenz, Sehr geehrter Herr, |

- contents of the letter, most often repeating the results of the negotiation process, with the most important elements of the future agreements numbered and listed in an appropriate order;
- request for the counterparty to confirm whether the authorities of the third state consent to the wording of the agreement:

| EN | PL | DE |
|--|--|--|
| <i>I should be obliged if you would confirm that</i> (1) <i>your Government</i> (2) <i>the Government of the Swiss Confederation</i> (3) <i>the Government of the Kingdom of Norway is in agreement with the content(s) of this letter.</i> | (1) Byłbym zobowiązany za potwierdzenie, iż Pański Rząd zgadza się z treścią niniejszego listu. Byłabym zobowiązana za potwierdzenie przez Pana, że Rząd Pana kraju zgadza się z treścią niniejszego listu. (2) Będę zobowiązany za potwierdzenie, że rząd Konfederacji Szwajcarskiej zgadza się z treścią zawartą w niniejszym liście. (3) Będę zobowiązany, jeżeli potwierdzi Pan, że Rząd Królestwa Norwegii zgadza się z treścią niniejszego listu. | (1) Ich wäre Ihnen dankbar, wenn Sie mir die Zustimmung Ihrer Regierung hierzu bestätigen würden. (2) Ich wäre Ihnen dankbar, wenn Sie mir die Zustimmung der Regierung der Schweizerischen Eidgenossenschaft zum Inhalt dieses Schreibens bestätigen könnten. (3) Ich wäre Ihnen dankbar, wenn Sie mir die Zustimmung der Regierung des Königreichs Norwegen zum Inhalt dieses Schreibens bestätigen könnten. |

| | | |
|--|--|---|
| <i>I would be grateful if you could confirm the agreement of your government to the above.</i> | <i>Byłbym wdzięczny, gdyby zechciał Pan potwierdzić zgodę Pańskiego Rządu na powyższe ustalenia.</i> | <i>Ich wäre Ihnen verbunden, wenn Sie die Zustimmung Ihrer Regierung zum Inhalt dieses Schreibens bestätigen könnten.</i> |
|--|--|---|

This part of an agreement begins with the diplomatic phrase requesting the representative of the counterparty to express the consent of the third country's authorities (*your Government* or *the Government of*) to be bound by the agreement, the proposed wording of which was just presented.

The phrasing cited above in English is recurrent in the agreements. In Polish and German, it is translated differently. For this reason, the number of parallel sentences may differ between the columns. Agreements in English offer two phrases to request something of a person in an official formal setting: *I would be grateful* and *I should be obliged*. The latter belongs to the most formal register. This is reflected in the German counterparts *ich wäre Ihnen dankbar* [I would be grateful to you] or its higher register variant *ich wäre Ihnen verbunden* [I would be obliged to you]. Interestingly enough, in the analysed agreements the variant *verbunden* was used only once, as an equivalent of *grateful*. Whereas neither *obliged* nor *grateful* requires a grammatical object, the German version uses *verbunden* and *dankbar* preceded by the grammatical object *Ihnen* [to you] resulting from obligatory explicitation. In Polish, the counterparts are *byłbym wdzięczny* and *byłbym/będę zobowiązany*, inflected accordingly.

Furthermore, the English language version of the agreements provides two phrases referring to the contents of the letter, to which the agreement is requested: *to the above* and *with the contents of this letter*. In German, this is reflected through *hierzu* [to the above] and significantly more often encountered *zum Inhalt dieses Schreibens* [to the contents of this document]. In Polish, the phrase *zawarta w niniejszym liście* [included in this letter] was added to *treść* [contents]. The expression *treść niniejszego listu* [the contents of this letter] seems more natural than its more verbous equivalent. The equivalent of *to the above* is *na powyższe ustalenia*.

- diplomatic assurances of the highest consideration (*formule de politesse*):

| EN | PL | DE |
|---|--|---|
| <i>Please accept, Sir, the assurance of my highest consideration.</i> | <i>Z wyrazami szacunku, Z wyrazami głębokiego szacunku, Proszę o przyjęcie wyrazów najwyższego szacunku. Proszę przyjąć wyrazy najwyższego poważania. Proszę przyjąć, Szanowny Panie, wyrazy mojego najwyższego poważania.</i> | <i>Genehmigen Sie, Herr ..., den Ausdruck meiner ausgezeichnetsten Hochachtung.</i> |

The closing formula in English is also constructed using the formal register. The register is reflected by the German version, where a single translation of the phrase is offered, that is *genehmigen Sie, Herr ..., den Ausdruck meiner ausgezeichnetsten Hochachtung* [please allow me, Sir, to express my deepest respect]. The corresponding Polish phrases show much higher variation and varied degrees of politeness, with *z wyrazami szacunku* [with regards] being the least, and *proszę przyjąć wyrazy mojego najwyższego poważania* [please accept my highest consideration] – the most formal one to express consideration.

A minor difference is also present in terms of punctuation: both English and German language versions are complete sentences, with their end demarcated with a dot. In the analysed agreements, the versions *z wyrazami szacunku* and *z wyrazami głębokiego szacunku* are not closed with a comma at the end, even though it is required in the institutional style guide for Polish translators (*Vademecum Tłumacza* 2016: 33).

- signature of the representative;
- annexes or appendices;

3) the response letter of the third country

The response letter of the third country is written after a representative obtains an official authorisation of their government to conclude an agreement. Its outline mirrors the letter sent by the Union and also begins with the form of address *Sir*, followed by:

- acknowledgment of the receipt of the letter with the proposal:

| EN | PL | DE |
|--|--|--|
| <p><i>I have the honour to acknowledge receipt of your letter</i> <i>(1) of today's date</i> <i>(2) of last 4 January</i> <i>(3) [insert the date of the letter],</i> <i>which reads as follows:</i></p> | <p><i>(1) Mam zaszczyt potwierdzić otrzymanie Pańskiego listu z dnia dzisiejszego, który brzmi jak następuje: Mam zaszczyt potwierdzić, że w dniu dzisiejszym otrzymałem Pański list o następującej treści:</i> <i>Mam zaszczyt potwierdzić odbiór Pańskiego listu z dnia dzisiejszego, o następującej treści</i> <i>(2) Mam zaszczyt potwierdzić odbiór Pani listu z datą 4 stycznia o następującej treści:</i> <i>(3) Mam zaszczyt potwierdzić otrzymanie Pańskiego pisma z dnia [podać datę pisma], które brzmi następująco:</i></p> | <p><i>(1) Ich beehre mich, den Eingang/Erhalt Ihres heutigen Schreibens zu bestätigen, das wie folgt lautet: Ich beehre mich, Ihnen den Empfang Ihres heutigen Schreibens mit folgendem Wortlaut zu bestätigen: Hiermit bestätige ich den Eingang Ihres Schreibens vom heutigen Tage mit folgendem Wortlaut:</i> <i>(2) ich beehre mich, den Eingang Ihres Schreibens vom 4. Januar zu bestätigen, das wie folgt lautet:</i> <i>(3) Ich beehre mich, den Eingang Ihres Schreibens vom [Datum des Schreibens einfügen] zu bestätigen, das wie folgt lautet:</i></p> |

As was the case with the formulas expressing consideration, there is only one phrase in the English language versions confirming that the letter was received, and a number of corresponding phrases in the other two analysed languages. The Polish translation *mam zaszczyt potwierdzić* and the German translation *ich beehre mich (...) zu bestätigen* are both literal translations of *I have the honour to acknowledge*. The structure of the Polish sentences reflects the English one in three out of four instances, with *receipt* rendered as the gerund *otrzymanie*. The fourth letter provides a subordinate clause *że otrzymałem* [that I received]. The three German translations all follow the English sentence with *Erhalt*, *Empfang* and *Eingang* as equivalents of *receipt*.

Two possible versions of *which reads as follows* are offered both in Polish and German: *(list) o następującej treści / (Schreiben) mit folgendem Wortlaut* [(letter) with the following contents] or *(list), który brzmi, jak następuje / (Schreiben), das wie folgt lautet* [(letter) which reads as follows]. Both versions refer to the original letter, which is then quoted in its entirety.

- mirrored contents of the initial letter, save for the contents of the annexes;
- confirmation formula, confirming a consent of the third party's authorities to the entirety of the proposed agreement:

| EN | PL | DE |
|--|---|---|
| <i>I have the honour to confirm that my Government is in agreement with the content(s) of your letter</i> | <i>Mam zaszczyt potwierdzić akceptację treści Pańskiego listu przez mój Rząd</i> <i>Mam zaszczyt potwierdzić, że Rząd mojego kraju zgadza się z treścią Pańskiej noty</i> <i>Mam zaszczyt potwierdzić, że mój Rząd zgadza się z treścią Pańskiego listu</i> | <i>Ich darf Ihnen die Zustimmung der türkischen Regierung zum Inhalt dieses Schreibens bestätigen</i> <i>Ich beehre mich zu bestätigen, dass meine Regierung dem Inhalt Ihres Schreibens zustimmt</i> |
| <i>I have the honour to inform you that</i> <i>(1) the Republic of Chile</i> <i>(2) the Kingdom of Norway</i> <i>is in agreement with the content(s) of this letter</i> | <i>(1) Mam zaszczyt poinformować Panią, że władze Republiki Chile zgadzają się z treścią tego listu</i> <i>(2) Mam zaszczyt potwierdzić, że rząd Królestwa Norwegii zgadza się z treścią Pańskiego pisma.</i> | <i>(1) Ich beehre mich Ihnen mitzuteilen, dass die Republik Chile dem Inhalt dieses Schreibens zustimmt.</i> <i>(2) Ich beehre mich, Ihnen das Einverständnis des Königreichs Norwegen mit dem Inhalt dieses Schreibens zu bestätigen.</i> |

As far as the letters from the third countries are concerned, there is a greater variety of phrases typical in this part of macrostructure. The representative of the third country (*hereby*) *has the honour to express* the agreement of the

authorities of their country, or they can *confirm* or *inform* that the said authorities are *in agreement* with the wording of the proposed legal instrument. In German, the three phrases are rendered as *sich beehren*, *die Zustimmung mitzuteilen* [have the honour to express agreement] and *Einverständnis zu bestätigen* [confirm the agreement]. In Polish, the representative *ma zaszczyt* [has the honour to] *potwierdzić* or *poinformować* [to confirm or inform], and the agreement of the authorities is expressed either with the object *akceptację* or the subordinate clause *że (...) wyraża zgodę* or *zgadza się*. The author of the paper considers it more appropriate to use the term *zgoda* rather than *akceptacja*, which is confirmed by the Polish International Agreements Act (*Ustawa o umowach międzynarodowych*) in its Article 2(2), according to which “the conclusion of an agreement in Poland requires *zgoda* [agreement], *i.e.* expression of consent” (Journal of Laws Dz.U. of 2000 No. 39, item 443, as amended, translated by AH).

- *formule de politesse*, a formal salutation;
- signature of the representative.

6. Macrostructure of a standard international agreement

Having discussed the phrasing necessary in the macrostructure of an agreement concluded in the form of an exchange of letters, we shall now move on to describe the macrostructure of a standard international agreement, as revealed by the study material. The typical components of international agreements are presented in Table 1 below.

| EN | PL | DE |
|------------------------|------------------------------|--|
| 1. Title | <i>Tytuł</i> | <i>Titel</i> |
| 2. Preamble | <i>Preambuła</i> | <i>Präambel</i> |
| 3. Articles | <i>Część normatywna</i> | <i>Formel zur Verbindlichkeit von Verordnungen</i> |
| 4. Concluding formulas | <i>Sformułowania końcowe</i> | <i>Schlussformel</i> |
| 5. Annexes | <i>Załączniki</i> | <i>Anhänge</i> |

Table 1. The macrostructure of an international agreement (as offered in the *Interinstitutional Style Guide* 2011: 37)

6.1. The Title

Titles serve an informative function: they name the document (*agreement*) and classify it as a legal instrument, informing the recipient of its place in the hierarchy of sources of law in the European Union as well as of the identity of its signatories (*the European Community/the European Union* and the third country or an international organisation). They also provide the method adopted for its conclusion (*the form of an Exchange of Letters*) and specify the common purpose to be achieved by the parties (*reciprocal preferential trade concessions for certain wines and spirits, adjustment of the regime for imports into the Community of tomato concentrate, customs cooperation*, just to name a few). The standard names of the agreements are presented in Table 2 below.

| EN | PL | DE |
|---|---|---|
| Agreement | <i>Umowa międzynarodowa</i> | <i>Abkommen</i> |
| Agreement in the form of an Exchange of Letters | <i>Porozumienie w formie wymiany listów</i> | <i>Abkommen in Form eines Briefwechsels</i> |

Table 2. The titles of an international agreement

The titles of international agreements are also a subject of interest. Where the English and the German language versions provide a single term *agreement* – *Abkommen*, in Polish there is a distinction between *umowa międzynarodowa* and *porozumienie w formie wymiany listów*, as distinct terms are used for the two senses of *agreement*. The Polish International Agreements Act in its Article 2(1) defines *umowa międzynarodowa* as a *porozumienie* (Journal of Laws Dz.U. of 2000 No. 39, item 443, as amended) which follows from the Vienna Convention on the Law of Treaties (Article 2 section 1 letter a). In general, the term *porozumienie w formie wymiany listów* is used whenever the exchange of letters constitutes an autonomous legal act. If it is more of an attachment, the chain bears the title of *wymiana listów* [exchange of letters]. In addition, in some cases the term *porozumienie* is omitted for political reasons (IATE ID: 785383).

It might also prove a challenge to apply the Polish rules of capitalisation properly, as both the English and German versions use capital letters in the phrase *in form of an Exchange of Letters* and *in Form eines Briefwechsels*. In the former case it is due to the rules governing the capitalisation of titles, and in the latter – due to the general rule of capitalisation of nouns. The Polish language, which rarely uses full capitalisation, prefers *w formie wymiany listów* in small letters in the title of the document.

The rules of publication of an agreement in the Official Journal require that the agreement is preceded by the Council's decision to conclude it. The date of publication is then specified, as well as an individual number of the legal instrument. In some cases, a Table of Contents is included. The title also provides full names of parties to the agreement, mentioning either the *European Community* if the act was concluded before 2009 or the *European Union*, and the other party, referred to by its official name (e.g. *Republic of Korea*, *the Swiss Confederation*, *the former Yugoslav Republic of Macedonia*). In German, prepositions and conjunctions follow their English counterparts: *between* – *zwischen*, *and* – *und*, in Polish the conjunction *a* [between] is used instead of *i* [and] in order to emphasize the bilateral nature of legal instruments and to clearly demarcate the two parties to the agreement.

Finally, the subject matter is introduced, which is usually done with prepositions in all the three language versions. English tends to use complex prepositions, such as *relating to*, or simple prepositions, *concerning*, *for* and *on*. The majority of German agreements use the preposition *über*. Polish titles also introduce the subject matter with the complex preposition *w sprawie* or the participle *dotyczący* inflected accordingly.

6.2. Preamble: citations and recitals

The preamble, which is defined as the 'introductory part following the title', establishes the identity of the parties, using their official and contractual names. It is noteworthy that while the preamble is not an obligatory part of English, German or Polish national legislation, its wide scope in the EU serves the purpose of supporting teleological interpretation: it allows the Court to infer the actual intent of the parties, also in the case of discrepancies between particular language versions (Robertson 2010: 155, Šarčević 1997: 131).

It provides the date when the parties entered into the agreement (*Joint Practical Guide...* 2015: 26) and the procedure which was used. As with agreements executed in the form of an exchange of letters, the first party is the European Community or the European Union following adoption of the Treaty of Lisbon, later referred to as *the Community* or *the Union*. The other party, a third country, is introduced by its official name, e.g. *the Principality of Monaco*, (*the Government of*) *the People's Republic of China*, *the Kingdom of Norway* and then referred to by a shortened version of the name: *Monaco*, *China* (*Chinese Government*), *Norway*, respectively.

The part of the preamble discussed above (citations, or *umocowania*, or *Bezugsvermerke*), is demarcated with a comma and followed by recitals (or

motywy, or *Erwägungsgründe*), that is a specification of the legal foundation of the legal instrument, detailing policy considerations, objectives, common aims of the parties – in short, an explanation for the subject matter, as it is in the case of legislative acts (Wagner et al. 2012: 134). *Vademecum tłumacza...* points to the fact that the preamble of international agreements takes a different visual form than that of legislative acts: in the latter, recitals may be demarcated as A, B, C, etc., parts and preceded by a heading (2016: 75). Recitals are often introduced in capital letters. According to the *Joint Practical Guide...*, each recital should be numbered in legal acts (2015: 37), which is also not the case in international agreements. Recitals may have two forms: a repetition of *whereas* (rendered in German as *in Erwägung nachstehender Gründe*, in Polish as *mając na uwadze, co następuje*) or gerunds, e.g. *believing, considering, having regard to, recalling*, etc. Such gerunds seem to have a range of equivalents in Polish and German language versions (see Table 3).

| EN | PL | DE |
|-------------------------------|--|--|
| believing | wierząc, że uwzględniając | in der Überzeugung |
| considering | zważywszy biorąc pod uwagę uwzględniając mając na uwadze | in der Erwägung in Anbetracht |
| desiring to | dążąc do pragnąc | in dem Wunsch |
| having regard to ¹ | uwzględniając | gestützt auf auf Vorschlag |
| noting | uwzględniając odnotowując zwracając uwagę na stwierdzając | angesichts unter Hinweis in Kenntnis |
| recalling | powołując się na zważając przypominając | in Anbetracht eingedenk |
| recognising | uznając | in der Erkenntnis in Anerkennung |
| taking account of | biorąc pod uwagę uwzględniając | unter Berücksichtigung in Anbetracht |

Table 3. Examples of introductory phrases of recitals

¹ *Having regard to* in legislative acts is treated as a citation and not a recital. *Vademecum tłumacza...* advises to use the equivalent *uwzględniając*, noting that recitals specify the legal basis for the act and acts resulting from earlier stages of legal drafting (2016: 73).

For instance, a number of English recitals seem to have the Polish equivalent of *uwzględniając* and the German equivalent of *in Anbetracht*. Overall, English versions are more standardized and formulaic than their corresponding Polish and German openings, which may result from the reduced standardisation on the part of the institutions.

The preamble ends with the invocation of *the (Contracting) Parties* – (*Umawiające się Strony* in Polish and (*Vertrags-)**Parteien*, followed by the phrase introducing the normative part of the agreement: *have agreed as follows*, in Polish rendered either in the present tense as *uzgadniają, co następuje* or in the past tense as *uzgodniły, co następuje* and in German only in the past tense as *sind wie folgt übereingekommen*.

6.3. Articles (enacting terms)

Guidelines for constructing the main part of a legislative act are to be found in the *Joint Practical Guide...* and internal drafting manuals of each of the institutions. The analysis shows that the remarks made there can be adapted to international agreements. Firstly, as articles of a legal instrument are legally binding and contain legal provisions, they should be constructed according to a specific order (Robertson 2010: 156). An article can be subdivided into further parts (see Table 4)

| EN | PL | DE |
|--------------------|--------------|-------------------------|
| article | artykuł | Artikel |
| paragraph | ustęp | Absatz |
| subparagraph | akapit | Unterabsatz/Abschnitt |
| subparagraph/point | punkt/litera | Nummer/Ziffer/Buchstabe |
| indent | tiret | Gedankenstrich |

Table 4. Parts of an article

and grouped – in a descending order – into parts (*części/Teile*), titles (*tytuły/Titel*), chapters (*rozdziały/Kapitel*), and sections (*sekcje/Abschnitte*).

The contents of articles are determined by the position they take in the agreement, ideally in order corresponding to that of the preamble (Šarčević 1997: 89). First, the subject matter and scope of the legal instrument is defined. Then, definitions are provided in order to establish the meaning of particular expressions, especially if it differs to its standard in the general language, or to narrow down its scope and thus make it precise in its current legal

context (Šarčević 1997: 89). An article containing a definition can be recognised on the basis of the performative modal verb *shall mean* or the verb *means*, in Polish expressed through the equivalent *oznacza* and in German as *ist* [is] or *bezeichnet* [describes].

After definitions, the normative part of the agreement specifies rights and obligations of the contracting parties and procedures to be followed in order to implement the agreement into the legal systems of both the Union (and its Member States) and the third country. A legal instrument also contains the clause specifying the conditions of its entry into force (see Table 5).

| EN | PL | DE |
|---|---|---|
| shall enter into force on the third day following its publication | wchodzi w życie trzeciego dnia po opublikowaniu | tritt am dritten Tag nach ihrer Veröffentlichung in Kraft |
| shall enter into force on <date> | wchodzi w życie z dniem <data> | tritt am (Datum) in Kraft |
| shall enter into force on the day following that of its publication | wchodzi w życie następnego dnia po opublikowaniu | tritt am Tag nach ihrer Veröffentlichung in Kraft |
| enters into force on the first day of the month following its publication | wchodzi w życie pierwszego dnia miesiąca następującego po jej opublikowaniu | tritt am ersten Tag des Kalendermonats nach ihrer Veröffentlichung in Kraft |

Table 5. Entry into force clauses

Other recurrent clauses include a provisional application clause (*klauszula tymczasowego stosowania* or *die Klausel von der vorläufigen Anwendung*), protecting the application of the agreement in the case of a prolonged ratification period for the so-called mixed agreements that have to be ratified by each of the Member States. The wording of the clause is *shall apply with effect from* in English, *stosuje się ze skutkiem od* in Polish and *gilt ab* [is applicable from] in German.

Final clauses often include the provision on the application of the agreement. In some instances, an international agreement is concluded for a fixed period of time after the lapse of which it is no longer in force, unless the contracting parties agree otherwise. Most often, however, there is a specific provision on the agreement's *termination* (*Kündigung* in German) in order to ensure that each of the parties has the right to resign from the performance of its contractual obligations when it no longer wishes to be bound by this legal instrument. The Polish equivalent for termination will be discussed later in greater detail.

6.4. Concluding formulas

The normative part of the discussed legal instrument ends with final clauses. However, in order for the agreement to be legally binding, additional elements need to be introduced:

- the confirmation formula (see Table 6):

| EN | PL | DE |
|--|---|---|
| IN WITNESS WHEREOF the undersigned have signed this Agreement. | W DOWÓD CZEGO niżej podpisani złożyli swoje podpisy pod niniejszą Umową. | ZU URKUND DESSEN haben die Unterzeichne- ten dieses Abkommen unterschrieben. |

Table 6. Confirmation formulas

- specification of the date and place of the agreement, preceded by the phrase *Done at* (*Geschehen zu* in German and more explicit *Niniejszą Umowę sporządzono w* in Polish);
- in some cases, equal authenticity clause;
- handwritten signatures of representatives of the contracting parties.

6.5. Annexes

The annex (German *Anlage* or *Anhang*) is not a final part of an instrument, but rather a technical attachment to it of no predetermined structure (see Robertson 2010: 156). It is validated by means of reference in one of the articles in the normative part of the agreement. Technical data contained in the annex are often presented in tables or lists. There are no strict regulations governing the numbering system. The standard Polish equivalent is *załącznik*, although *aneks* may also be encountered. However, the latter is misleading as it means an agreement amending the already existing legal document.

To sum up, the analysis of the macrostructure of international agreements, it should be stressed that the structure of the standard form of international agreements is rather codified and bears a close resemblance to that of legislative acts.

7. Selected translation problems in language versions

The second part of this paper will analyse selected problem areas identified in the Polish versions of the agreements covered by the study. They were grouped into the following three categories of problematic areas:

1. grammatical mistakes,
2. stylistic and clarity problems,
3. terminological problems.

7.1. Grammatical mistakes

This group contains examples of errors which are mostly related to the lack of grammatical concord.

Example 1:

EN It shall enter into force on the date on which **it** is signed by both parties.

PL Niniejsze Porozumienie wchodzi w życie z dniem **jej** podpisania przez obie strony.

The grammatical gender of the pronoun *jej* [her] does not correspond to the gender of the noun *porozumienie* [agreement]. The correct translation is *jego* [its]. This is an example of a translation of an agreement concluded by means of an exchange of letters of 1997. Interestingly enough, the phrase is translated correctly in the first letter. The mistake occurs only in the second one which quotes the first letter in its entirety. Such basic errors are a result of the low quality of translation in the pre-accession period since the legal instruments to be translated were distributed among outside contractors who worked in haste and were coordinated by the Polish government.

Example 2:

EN Article 12. 1. The present Agreement shall **be concluded** for a period covering the five academic years following entry into force. **It** may be renewed for a further period of five years by agreement between the Contracting Parties.

PL Artykuł 12. 1. Niniejsza Umowa **zawarte jest** na okres obejmujący pięć lat akademickich, następujących po **jego** wejściu w życie. Może **ono** zostać **odnowione** na okres kolejnych pięciu lat poprzez porozumienie między Umawiającymi się Stronami.

Here, the English *agreement* was translated as *umowa*, which is of feminine grammatical gender in Polish. The appropriate form of the compound is therefore *zawarta jest* [(she) is concluded] and *może ona zostać odnowiona* [she may be renewed]. This is an example from a translation of an agreement of the year 1991.

Since the lack of grammatical concord was encountered fairly frequently in the Polish versions of agreements, they seem to have been created under time pressure that left little space for revision and review. The Polish text results from overtyping another document, in which the other equivalent of *agreement* was used, which is sometimes done so as to maintain the document's layout and formatting (Wagner et al. 2012: 88).

7.2. Stylistic and clarity problems

One of the stylistic issues to consider is the overuse of the passive voice in Polish, which prefers to employ a range of impersonal constructions. An unjustified use of passive constructions, however, may obstruct the clarity of the sentence (*Vademecum Tłumacza...* 2016: 41).

Example 3:

EN Personal data **may be exchanged** only where the Party which may receive it undertakes to protect such data in at least an equivalent way to the one applicable to that particular case in the Party that may supply it.

PL Dane osobowe **mogą być wymieniane** wyłącznie w przypadku, gdy Strona je uzyskująca zobowiązuje się do ochrony tych danych co najmniej w sposób równoważny z tym, w jaki czyni to – w tym konkretnym przypadku – Strona dostarczająca informacje.

Instead of the phrasing cited above, which is a structural calque resulting from a direct transposition of the passive voice *may be exchanged* into Polish, the translator could have opted for an active voice: *wymiana danych osobowych jest możliwa*, or an impersonal modal verb: *dane osobowe można wymieniać*, which is present in Polish domestic law, e.g. in the Personal Data Protection Act (*Ustawa o ochronie danych osobowych*) which stipulates that *dane osobowe można przetwarzać* and *wykorzystać* (Journal of Laws Dz. U. of 1997 No. 133 item 883, as amended). That said, it is the phrase which will easily be understood by a Polish native speaker and not necessarily deemed a mistake.

A different issue is nominalisation, a tendency of Polish to create lengthy phrases composed of a string of nouns, favoured in the official style (*Vademecum Tłumacza...* 2016: 41).

Example 4:

EN Desiring to **facilitate the expansion of air transport opportunities**, including through the development of air transport networks to meet the needs of passengers and shippers for convenient air transport services;

PL Dążąc do **ułatwienia rozszerzenia możliwości rozwoju transportu lotniczego**, w tym poprzez rozwój sieci transportu lotniczego, aby odpowiedzieć na potrzeby pasażerów i nadawców ładunków w zakresie dogodnych usług transportu lotniczego;

Despite the fact that this is a common phenomenon, long noun strings in the genitive case are difficult to process and make it more difficult for the recipient to comprehend. The English sentence provides less nominalisation than its translation, as there are no more than three nouns in a string. Its translation seems to exaggerate the features of the target language. The complexity of the Polish sentence is further increased by an unclear referent *w tym* and an unnatural collocation *rozszerzenie możliwości*. This problem could be mitigated by a subordinate clause *dążąc do tego, by zwiększyć możliwości transportu lotniczego*. Even though subordinate clauses may sometimes expand the length of the sentence, they are worth considering as they make the message of the phrase easier to grasp and more dynamic.

Another type of a stylistic mistake results from a lack of knowledge or experience in terms of the language register required in legal acts in general due to their character of an official document of the EU and their function of a source of law.

Example 5:

EN (a) | the anti-competitive activities **at issue**:

PL a) działania antykonkurencyjne, **o które chodzi**:

The register of the Polish sentence is too colloquial; instead, the translator could have opted for the standard formula *o których mowa* [which are concerned] or rephrased the original sentence into *przedmiotowe działania antykonkurencyjne* – in legal Polish, the adjective *przedmiotowy* [in question] often serves the function of an indicative pronoun.

7.3. Terminological problems

One of the terminological problems is the translator's failure to identify the existing functional equivalent and resorting to the literal equivalent or a calque prompted by the source text. This is illustrated in Example 6.

Example 6:

EN "customs legislation" shall mean any laws (...), **restriction** and control falling under the competence of the customs authorities and other administrative authorities;

PL „ustawodawstwo celne” oznacza wszelkie przepisy ustawowe, (...), **restrykcje** oraz kontrole będące w zakresie uprawnień władz celnych i innych władz administracyjnych;

In order to translate the term *restriction*, the translator opted for the equivalent *restrykcje*, the connotations of which in Polish are more of a medical nature (*choroby restrykcyjne* [restrictive diseases], *restrykcja płuc* [restrictive lung disease]). Instead, it would be advisable to identify the existing functional equivalent, that is *ograniczenia*, used in the domestic legislation regulating this subject matter (see Polish Customs Code [*Prawo Celne*], Journal of Laws Dz. U. of 2004 No. 68 item 622, as amended).

Another type of terminological problems is a choice of hypernym, an equivalent with more general or broader meaning. This technique should be used with caution, especially when the scope of obligations under an agreement is concerned. A failure to identify the already existing functional equivalent may result in an imbalance of obligations, as evidenced in Example 7.

Example 7:

EN The purpose of this Agreement is to (...) enhance cooperation between the United States and the European Union and its Member States, in relation to (...), detection or prosecution of **criminal offences**, including terrorism.

PL Celem niniejszej umowy jest (...) wzmocnienie współpracy między Stanami Zjednoczonymi a Unią Europejską i jej państwami członkowskimi w zakresie (...), wykrywania i ścigania **czynów zabronionych**, w tym terroryzmu.

Both the Polish and the English terms belong to the sphere of criminal law. *Czyn zabroniony* [a prohibited act], however, is a term broader in meaning than a *criminal offence* [przestępstwo], so such a translation in fact widens the scope of application of the international agreement. The purpose of this legal instrument is to allow for greater cooperation between the Union and the U.S. in terms of opposing criminal offences. In the English system of criminal law, there are two elements necessary for the offence to be committed: *actus reus*, that is the prohibited act, and *mens rea*, that is the mental element of a person's intention (Allen 2017: 31). Correspondingly, in the Polish system, *przestępstwo* [criminal offence] is considered perpetrated when a prohibited act is committed with *wina* [guilt] and social harm. Therefore, it is the functional equivalent which should have been adopted here.

Another problem area is a failure to identify the right sense of a polysemous term in context. Polysemous terms in one language may have a range of

equivalents in another language, corresponding to distinct senses. As a result, such a range of equivalents may be used by translators as synonyms or near-synonyms, which may be confusing for lawyers. This is illustrated in Example 8, which describes four translations of different international agreements found in the same position in the microstructure and with the same English title.

Example 8:

EN termination

PL wypowiedzenie, wygaśnięcie, rozwiązanie, zakończenie

The English term, already referred to in the previous part of the paper, provides a detailed description of circumstances under which the contracting parties may discontinue performance of the agreement they concluded. In Polish, a range of equivalents may be found. Two of these terms have a different scope of meaning than the one of *termination*: *wygaśnięcie* [expiration] of an agreement means expiration of time for which the agreement was to remain operative and *zakończenie* has a very broad scope of meaning, ranging from ending, through discharge to completion. Once again, the Polish domestic legislation helps to dispel doubts: Article 22 and subsequent articles of the International Agreements Act (Journal of Laws Dz.U. of 2000 No. 39, item 443, as amended) mentions *wypowiedzenie* as a method of freeing the country of the obligation to perform its contractual duties.

Another issue concerns neologisms created by the translator confronted with a term with no easily identifiable equivalent, as shown in Example 9.

Example 9:

EN Recognising that drug precursors are also mainly and widely used for **legitimate purposes** and that international trade must not be hindered by excessive monitoring procedures

PL Uznając, że prekursorsy narkotykowe są również głównie i szeroko stosowane do **legalnych celów** oraz że handel międzynarodowy nie powinien być utrudniany przez stosowanie nadmiernych procedur nadzorowania

Legalne cele as a term does not exist in the Polish language, whereas *legitimate purposes* are well rooted in the EU legal language. This example was taken from an agreement concluded in 2009. Back then, the term *cele zgodne z prawem* was used more often, which is now considered deprecated. Since 2016, IATE also offers the equivalent of *cele prawnie uzasadnione* (IATE ID: 2250790). Instead of the above version, the phrase should read as follows: *prekursory narkotykowe są również (...) stosowane do celów prawnie uzasadnionych*.

The final terminological problem to be discussed in the paper is the translator's lack of knowledge in the field of domestic law (see Example 10).

Example 10:

- EN** interest paid or credited to an account, relating to debt claims or client deposits, whether or not secured by mortgage and whether or not **carrying a right to** participate in the debtor's profits,
- PL** odsetki wypłacone lub zapisane na rachunku, które odnoszą się do wszelkiego rodzaju wierzytelności, zarówno zabezpieczonych, jak i niezabezpieczonych hipoteką, jak i **przynoszących lub nieprzynoszących prawa do** uczestniczenia w zyskach dłużnika,

This example suggests that the translator may have lacked sufficient knowledge in the field of domestic law. It may be inferred from the context that the owner of the account mentioned in the provision may receive the interest independently of whether his/her claims or deposits *carry a right* to participate in the profits. As evidenced for instance in the Polish Maritime Labour Act (*Ustawa o pracy na morzu*, Journal of Laws Dz. U. of 2015 item 1569, as amended) or the Firearms Act (*Ustawa o broni i amunicji*, Journal of Laws Dz. U. of 1999, item 1954, as amended), whenever the law mentions that a particular document or factual circumstances carry the right for the holder of said right, the word *uprawnijący* is used.

A transgenre of international agreements is a fairly codified one. Its authors are drafters as well as translators and lawyer-linguists, its recipient – the citizens of the EU. The agreements concluded by means of an exchange of letters are filled with recurrent formulas expressing formal salutations and consideration. The delicate diplomatic relations sometimes require a subtle change of wording in order to reflect the negotiation process. The relation between the supranational and domestic terminology is similarly delicate. On the one hand, it is easier for the recipient to understand the text if terminology is similar to the one they may encounter in domestic legislation. On the other hand, the national legal order should be distinguishable from the EU law: which is why translators should abstain from using terminology strictly specific for a single member state.

8. Final remarks

In its first part, this article analyses international agreements concluded between the EU and non-EU countries as a transgenre. The existence of parallel texts of these agreements in official languages of the EU is a result of the principle of

multilingualism. The macrostructure of the agreements concluded in the form of an exchange of letters as well as that of standard agreements is fairly uniform in all the analysed language versions, that is in English, Polish and German.

Agreements concluded by means of an exchange of letters are formed by three constituent parts: the full title, a letter from the Union and a response letter from the non-EU country. In order to summarise the exact official wording, a table will be presented containing phrases which provide the highest forms of consideration:

| EN | PL | DE |
|--|--|--|
| Sir | <i>Szanowny Panie</i> | <i>Sehr geehrter Herr</i> |
| I should be obliged | <i>Byłbym zobowiązany</i> | <i>Ich wäre Ihnen verbunden</i> |
| I would be grateful | <i>Byłbym wdzięczny</i> | <i>Ich wäre Ihnen dankbar</i> |
| Please accept, Sir, the assurance of my highest consideration. | <i>Proszę przyjąć wyrazy mojego najwyższego poważania.</i> | <i>Genehmigen Sie den Aus- druck meiner ausgezeich- netsten Hochachtung.</i> |
| I have the honour to acknowledge | <i>Mam zaszczyt potwierdzić</i> | <i>Ich beehre mich, (...) zu bestätigen</i> |
| I have the honour to confirm | <i>Mam zaszczyt potwierdzić</i> | <i>Ich beehre mich zu bestätigen</i> |
| I have the honour to inform you | <i>Mam zaszczyt poinformo- wać</i> | <i>Ich beehre mich, Ihnen mitzuteilen</i> |

Table 7. Formulas expressing consideration – proposed translation

The normative part of these agreements is less standardised than the one in standard international agreements and consists of a summary of negotiations that took place prior to the final exchange of letters, usually with an annex. Standard international agreements, on the other hand, are quite similar to legal acts, as they include five parts: title, preamble, articles, concluding formulas and annexes.

Although these legal instruments all belong to the same transgenre, some terminological problems were identified and described. Among others, the problems may result from the constant need of the transgenre to mediate between various languages and various legal systems. For this reason, it is advisable to further investigate the characteristics of EU legal translation.

BIBLIOGRAPHY

- Allen M. (2017) *Criminal Law*. Oxford: Oxford University Press.
- Biel Ł. (2014) *Lost in the Eurofog. The Textual Fit of Translated Law*. Frankfurt am Main: Peter Lang.
- Biel Ł. (2018) "Genre analysis and translation.", in: Malmkjær K. (ed.) *The Routledge Handbook of Translation Studies and Linguistics*. London and New York: Routledge, 151–164.
- Borja A., García Izquierdo I., Montalt V. (2009) "Research Methodology in Specialized Genres for Translation Purposes", *The Interpreter and Translator Trainer* 3(1), 57–77.
- Final Report for the "Study on Language and Translation in International Law and EU Law"* (2012). Available: http://www.termcoord.eu/wp-content/uploads/2013/08/Study_on_language_and_translation_EU.pdf [Access 31.05.2018]
- Gardner J. (2017) "Errors in EU-English", *Altre Modernita*, 149–164.
- Hamans C. (2014) "A Brussels window on the diversity of languages in Europe.", in: Puppel S. (ed.) *Scripta Neophilologica Posnaniensia*, Wydział Neofilologii UAM.
- Interinstitutional Style Guide* (2011) Available: <http://publications.europa.eu/code/en/en-000500.htm> [Access 31.05.2018]
- Joint Practical Guide of the European Parliament, the Council and the Commission for persons involved in the drafting of European Union legislation* (2015) Available: <http://eur-lex.europa.eu/content/techleg/EN-legislative-drafting-guide.pdf> [Access 31.05.2018]
- Koskinen K. (2000) "Institutional Illusions. Translating in the EU Commission", *The Translator* 6(1), 49–65.
- McAuliffe K. (2011) "Hybrid Texts and Uniform Law? The Multilingual Case Law of the Court of Justice of the European Union", *International Journal for the Semiotics of Law – Revue internationale de sémiotique juridique* 24 (1), 97–115.
- Robertson C. (2010) "Legislative Drafting in English for Non-native Speakers: Some Do's and Don'ts (with Reference to EU Legislation)", *ESP Across Cultures* 7, 147–163.
- Šarčević S. (1997) *New Approach to Legal Translation*. The Hague: Kluwer Law International.
- Trosborg A. (1997) "Translating Hybrid Political Texts", in: Trosborg A. (ed.) *Text Typology and Translation*, Amsterdam: John Benjamins Publishing Company, 145–158.
- Vademecum tłumacza. Wskazówki redakcyjne dla tłumaczy* (2016) Available: http://ec.europa.eu/translation/polish/guidelines/documents/styleguide_polish_dgt_pl.pdf [Access 31.05.2018]
- van Vooren B. and Wessel R.A. (2014) *EU External Relations Law. Text, Cases and Materials*. Cambridge: Cambridge University Press.
- Wagner E., Bech S., Martinez J. M. (2012) *Translating for the European Union Institutions. Translation Practices Explained*, Manchester: St. Jerome Publishing.

- Wessel R.A. (2008) "The EU as a party to international agreements: shared competences, mixed responsibilities", in: Dashwood A., Maresceau M. (eds.) *Law and Practice of EU External Relations: Salient Features of a Changing Landscape*, Cambridge: Cambridge University Press, 152-187.
- Wessel R.A. and Arribas G.F. (2008) "EU Agreements with Third Countries: Constitutional Reservations by Member States", in: Blockmans S. (ed.) *The European Union and International Crisis Management: Legal and Policy Aspects*. (Asser Institute colloquium on European law; Vol. 37). Den Haag: T.M.C. Asser Press, 291-308.

ANNEX

LIST OF INTERNATIONAL AGREEMENTS ANALYSED²

1. Agreements in the form of an Exchange of Letters

- Agreement in the form of an Exchange of Letters between the European Community and Turkey on the adjustment of the regime for imports into the Community of tomato concentrate originating in Turkey* (OJ L 224, 14.8.1997, p. 5-10 for English and German versions, Chapter 2 Volume 8 p. 353-358 for the Polish version)
- Agreement in the form of an Exchange of Letters between the European Community and the Kingdom of Norway concerning Protocol 2 to the bilateral Free Trade Agreement between the European Economic Community and the Kingdom of Norway* (OJ L 370, 17/12/2004, p. 70-71)
- Agreement in the form of an Exchange of Letters between the European Community and the Swiss Confederation on the date of application of the Agreement between the European Community and the Swiss Confederation providing for measures equivalent to those laid down in Council Directive 2003/48/EC of 3 June 2003 on taxation of savings income in the form of interest payments* (OJ L 385, 29/12/2004 p. 51-54)
- Agreement in the form of an Exchange of Letters between the European Community and the Republic of Chile concerning amendment of Appendix V to the Agreement on Trade in Wines of the Association Agreement between the European Community and its Member States, of the one part, and the Republic of Chile, of the other part* (OJ L 037, 06/02/2009 p. 9-13)
- Agreement in the form of an Exchange of Letters between the European Union and the Kingdom of Norway concerning additional trade preferences in agricultural products reached on the basis of Article 19 of the Agreement on the European Economic Area* (OJ L 327, 09/12/2011 p. 2-38)

2. Standard international agreements

- Agreement between the European Community and the United States of America on customs cooperation and mutual assistance in customs matters* (OJ L 222, 12/8/1997, p. 17-24 for English and German versions, Chapter 2 Volume 8 p. 345-352 for the Polish version)

² Source: <https://eur-lex.europa.eu/browse/directories/inter-agree.html>

-
- Agreement for scientific and technological cooperation between the European Community and the Government of the United States of America – Intellectual property* (OJ L 284, 22/10/1998, p. 37–44 for English and German versions, Chapter 11 Volume 29 p. 282–289 for the Polish version)
- Agreement between the European Community and Hong Kong, China on cooperation and mutual administrative assistance in customs matters* (OJ L 151, 18/6/1999, p. 21–26 for English and German versions, Chapter 2 Volume 9 p. 272–277 for the Polish version)
- Agreement between the European Communities and the Government of the United States of America on the application of positive comity principles in the enforcement of their competition laws* (OJ L 173, 18/06/1998 p. 28–31)
- Agreement on mutual recognition between the European Community and Canada* (OJ L 280, 16/10/1998 p. 3–65)
- Agreement for scientific and technological cooperation between the European Community and the Government of the United States of America – Intellectual property* (OJ L 284, 22/10/1998 p. 37–44)
- Agreement between the European Economic Community and the Republic of Iceland establishing cooperation in the field of education and training within the framework of the Erasmus programme* (OJ L 332, 03/12/1991 p. 22–30)
- Agreement between the European Community and the Government of Japan concerning cooperation on anti-competitive activities – Agreed minute* (OJ L 183, 22/07/2003 p. 12–17)
- Agreement between the European Community and the Principality of Monaco providing for measures equivalent to those laid down in Council Directive 2003/48/EC* (OJ L 19, 21/1/2005, p. 53–69)
- Agreement between the European Community and the Government of Canada establishing a framework for cooperation in higher education, training and youth* (OJ L 397, 30/12/2006 p. 15–21)
- Agreement between the European Community and the Russian Federation on the facilitation of the issuance of visas to the citizens of the European Union and the Russian Federation* (OJ L 129, 17/05/2007 p. 27–34);
- Agreement between the European Community and the Government of Canada on the conclusion of GATT Article XXIV:6 Negotiations* (OJ L 169, 29/06/2007 p. 55–57)
- Agreement between the European Union and the Republic of Djibouti on the status of the European Union-led forces in the Republic of Djibouti in the framework of the EU military operation Atalanta* (OJ L 033, 03/02/2009 p. 43–48)
- Agreement between the European Community and the Government of the People's Republic of China on drug precursors and substances frequently used in the illicit manufacture of narcotic drugs or psychotropic substances* (OJ L 56, 28/2/2009, p. 8–14)
- Free trade Agreement between the European Union and its Member States, of the one part, and the Republic of Korea, of the other part* (OJ L 127, 14/05/2011 p. 6–1343)
- Common Aviation Area Agreement between the European Union and its Member States and the Republic of Moldova* (OJ L 292, 20/10/2012 p. 3–37)

Agreement between the European Union and the United Republic of Tanzania on the conditions of transfer of suspected pirates and associated seized property from the European Union-led Naval Force to the United Republic of Tanzania (OJ L 108, 11/4/2014, p. 3–8)

Agreement between the European Union and the Swiss Confederation on the participation of the Swiss Confederation in the European Union military mission to contribute to the training of the Malian Armed Forces (OJ L 151, 21/5/2014, p. 18–21)

Agreement between the European Union and the Republic of Korea establishing a framework for the participation of the Republic of Korea in European Union crisis management operations (OJ L 166, 5/6/2014, p. 3–10)

Agreement between the United States of America and the European Union on the protection of personal information relating to the prevention, investigation, detection, and prosecution of criminal offences (OJ L 154, 11/6/2016, p. 1–2)

STRESZCZENIE

Celem niniejszego artykułu jest analiza makrostruktury i terminologii umów międzynarodowych i porozumień w formie wymiany listów, zawieranych między Unią Europejską a państwami trzecimi, a także wskazanie typologii niektórych problemów, które pojawiają się podczas ich tłumaczenia. Część pierwsza opisuje obszary, których tematyka może stać się przedmiotem umowy, której stroną jest Unia Europejska, oraz język tej organizacji międzynarodowej. Następnie zarysowano makrostrukturę porozumienia zawieranego w formie wymiany listów i standardowej umowy międzynarodowej. Przywołano sformułowania obecne w poszczególnych fragmentach w języku angielskim, którym autorka przyporządkowuje odpowiednie wyrażenia w niemieckiej i polskiej wersji porozumień. W części drugiej artykułu wyróżniono grupy problemów najczęściej spotykanych w procesie tłumaczenia umów. Autorka podaje przykłady służące ich zilustrowaniu oraz sposoby ich rozwiązania.

Słowa kluczowe: Unia Europejska, umowy międzynarodowe, tłumaczenie prawnicze, analiza lingwistyczna

Agata Hajduk, absolwentka Instytutu Komunikacji Specjalistycznej i Interkulturowej Uniwersytetu Warszawskiego, Wydziału Prawa i Administracji UW oraz Szkoły Prawa Brytyjskiego przy WPiA UW, doktorantka Wydziału Lingwistyki Stosowanej UW (2018). Specjalizuje się w przekładzie prawniczym. Oprócz praktycznych aspektów przekładu interesuje się również komparatystyką prawniczą, przede wszystkim w obszarze prawa rodzinnego.