

**BỘ GIÁO DỤC VÀ ĐÀO TẠO
TRƯỜNG ĐẠI HỌC DÂN LẬP HẢI PHÒNG**



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KHÓA LUẬN TỐT NGHIỆP

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HẢI PHÒNG - 2010

**HAI PHONG PRIVATE UNIVERSITY
FOREIGN LANGUAGE DEPARTMENT**

GRADUATION PAPER

**HOW TO TRANSLATE COMMERCIAL
SHIPBUILDING CONTRACTS FROM ENGLISH
INTO VIETNAMESE**

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NA1003

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HAI PHONG - 2010

**BỘ GIÁO DỤC VÀ ĐÀO TẠO
TRƯỜNG ĐẠI HỌC DÂN LẬP HẢI PHÒNG**

NHIỆM VỤ ĐỀ TÀI TỐT NGHIỆP

Sinh viên:Mã số:

Lớp:..... Ngành:

Tên đề tài:

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NHIỆM VỤ ĐỀ TÀI

1. Nội dung và các yêu cầu cần giải quyết trong nhiệm vụ đề tài tốt nghiệp
(Về lý luận, thực tiễn, các số liệu cần tính toán và các bản vẽ)

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2. Các số liệu cần thiết để thiết kế, tính toán.

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3. Địa điểm thực tập

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CÁN BỘ HƯỚNG DẪN ĐỀ TÀI TỐT NGHIỆP

Người hướng dẫn thứ nhất:

Họ và tên:

Học hàm, học vị:

Cơ quan công tác:

Nội dung hướng dẫn:

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Người hướng dẫn thứ hai:

Họ và tên:

Học hàm, học vị:

Cơ quan công tác:

Nội dung hướng dẫn:

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Đề tài tốt nghiệp được giao ngày 12 tháng 04 năm 2010

Yêu cầu hoàn thành trước ngày 10 tháng 07 năm 2010

Đã nhận nhiệm vụ ĐTTN

Sinh viên

Đã giao nhiệm vụ ĐTTN

Người hướng dẫn

Hải Phòng, ngày tháng năm 2010

HIỆU TRƯỞNG

GS.TS. NGUYỄN Trần Hữu Nghị

PHIẾU NHẬN XÉT TÓM TẮT CỦA CÁN BỘ HƯỚNG DẪN

1. Tinh thần thái độ của sinh viên trong quá trình làm đề tài tốt nghiệp

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2. Đánh giá chất lượng Đ.T.T.N (so với nội dung yêu cầu đã đề ra trong nhiệm vụ Đ.T.T.N trên các mặt lý luận, thực tiễn, tính toán giá trị sử dụng, chất lượng các bản vẽ)

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3. Cho điểm của cán bộ hướng dẫn (Ghi bằng cả số và chữ)

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Hải Phòng, ngày.....tháng.....năm 2010

Cán bộ hướng dẫn

(Họ tên và chữ ký)

**NHẬN XÉT VÀ ĐÁNH GIÁ CỦA CÁN BỘ CHẤM PHẢN
BIỆN ĐỀ TÀI TỐT NGHIỆP**

1. Đánh giá chất lượng đề tài tốt nghiệp về các mặt thu nhập và phân tích số ban đầu, cơ sở lý luận chọn phương án tối ưu, cách tính toán chất lượng thuyết minh và bản vẽ, giá trị lý luận và thực tiễn đề tài.

2. Cho điểm của cán bộ phản biện
(Điểm ghi bằng số và chữ)

Ngày.....tháng.....năm 2010

Người chấm phản biện

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Hai phong, June 2010

Vu Hoang Son

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PART I: INTRODUCTION

1. Rationale of the study:

Since a very long time in the history, English has become the international communicative tool all over the world. It is the most popular language that is used in every field of human life. In modern society, fluent English has become one of the most essential and required skill if a person wants to get job. English is used in business, politics, international relations, culture, and entertainment. Although English is not an official language in many countries, it is the language most often taught as a foreign or second language.

One of the industries that is often between international partners is shipbuilding industry. The shipbuilding industry is one of the main priority sectors of the government of Vietnam. Vietnamese shipbuilding industry has attracted a lot of attention over the last few years for taking advantage of the tight capacity in major shipbuilding nations and breaking into the international export market.

The main factor that forms the cooperation between partners is the contract. No matter what business you are in, how old you are, how long you have been doing business or who you are doing it with, a very important part of doing business is making a contract. In shipbuilding industry, the contract is not only the legal base that binding the parties but also the formal document that clearly state the construction progress of the vessel. Besides, all of the contracts are often in English language and because they are an industrial contract so the shipbuilding technical terms are commonly seen. Therefore the shipbuilding contract translation is a hard work and requires great translation skills

The research carried out by the writer is for the purpose of pointing out some suitable translation procedures to translate effectively shipbuilding contract.

2. Aim of the study

The aim of this research is provide some suggestions to help effectively translate commercial shipbuilding contract from English into Vietnamese. Therefore, after completing the research, the following points are expected to be achieved:

- Generally introduce about translation and procedures of translation
- Indicate the overview of shipbuilding contract
- State some procedures to translate shipbuilding contract from English into Vietnamese

3. Scope of the study

The study will concentrate on the translators who are working for shipbuilding companies and their experiences in dealing with the shipbuilding contract.

4. Method of the study

The research is carried out basing on the qualitative analysis. The data and information for the study were collected by:

- Collecting the documents, reference books and information over internet
- Interviewing the translators about their own experience
- Suggestions experience from my supervisor Mrs. Tran Thi Ngoc Lien, MA, other teachers and my understanding at Hai Phong Private University and gained experience in training course.

5. Design of the study

The research contains three parts.

PART ONE is the Introduction, which includes Rationale, Scope of the study, Aims of the study, Method of study and Design of study.

PART TWO is development, which consists of three chapters as following:

- Chapter I is theoretical background of translation and contract in general
- Chapter II gives out general knowledge on shipbuilding contract
- The last Chapter is some suggestions in translation of shipbuilding contract.

PART THREE is conclusion and references

PART II: DEVELOPMENT

CHAPTER I: THEORY BACKGROUND

1. An overview of translation

1.1. Definition

What is translation? If you give this question to different people, you will receive different answers. But the interesting is most of the answers are true. There have been many studies on translation and each of them has its own way to understand the concept of translation. Of course, the studies are always set in a particular situation but all of them share many common features in working out the definition of translation. Webster's New World dictionary defines "to translate" as "to put into the words of a different language", "to put into different words; rephrase or paraphrase in explanation" or "The act or process of translating, especially from one language into another". Besides, Lewis (1958:265) writes that "translate" is formed from the Latin "trans+latus", which means "carried across". Foster (1958:1) considers translation as the act of transferring through which the content of a text is transferred from the SL into the TL. Not taking culture into consideration, Catford (1965: 20) points out that, "translation is the replacement of textual material in one language by equivalent textual material in another language. In this definition, the most important thing is equivalent textual material; nonetheless, it is unclear in terms of the type of equivalence". For Levy (1967:148), "translation is a process of communication whose objective is to import the knowledge of the original to the foreign reader". Echoing the similar viewpoint, Savory (1968:37) believes that translation is made possible by an equivalent of the idea that lies behind its different verbal expressions. Another scholar, Nida, (1984:83) points out that "Translation consists of reproducing in the receptor language the closest natural equivalent of the

source language message, first in terms of meaning and secondly in terms of style” and in 1984, he defined “translation” as “the interpretation of the meaning of a text in one language (the source text) and the production, in another language of a equivalent text (the target text) that communicates the same message” ((E.A. Nida, 1959): 13). Considering the translator as a learner, Robinson (1997:49) puts forward that “translation is an intelligent activity involving complex processes of conscious and unconscious learning”. He maintains that, “translation is an intelligent activity, requiring creative problem-solving in novel, textual, social, and cultural conditions” (p.51). In a similar position, Pinhhuck (1977: 38) defines translation as “a process of finding a TL equivalent for an SL utterance”. Moreover, Wilss (1982: 3) points out: “Translation is a transfer process, which aims at the transformation of a written SL text into an optimally equivalent TL text, and which requires the syntactic, the semantic and the pragmatic understanding and analytical processing of the SL”.

These definitions are different in expressions but all of them serve the purpose of implying in the clearest way the act of translating a language into another is basically to transfer the message or thought wrapped in SL text into TL by using semantic structure

1.2. What makes a good translation

The duty of the translator is to successfully transfer the source language into target language in a way that can make the translated text sounds like as it was written originally in target language instead of translated as much as possible. But it is hard to conclude a translation is good or not. “There's of course no absolute answer as to what makes a “good” or “bad” translation. In some sense, a good translation is one that can be done to the available budget whilst fulfilling its purpose” (Neil Coffey). Therefore, the question is, is there any criteria to consider a translation is good or not, or, in other way, is there

any requirement for a good translator? The website mac.com – a website about languages points out some that translators might be interested in

- Native ability in the target language.
- Good familiarity with the subject matter in both the language of origin and the target language.
- Enough understanding of the language of origin, so as to be able to recognize bad language from good.
- Knowledge of the target audience and the author's intentions.
- Close cooperation with all concerned.

The website also suggests what a good translator should or should not do:

DOs	DONT's
Use your own style of writing, but write in the language and terminology of the target audience.	Do not try to mimic the author's style unless it can improve the content of his message.
Translate ideas, and remain true to the author's intentions.	Do not translate words or even sentences, unless it contributes to the intended meaning of the author
Eliminate redundancy where emphasis is not clearly intended by the author.	Author's often repeat themselves, when intending no additional emphasis. Do not pass an author's poor writing habits onto your target audience.
Eliminate unnecessary and ambiguous language, if it does not contribute to the author's intention or ideas.	Do not make your target audience suffer, because of the author's inability to express himself clearly.

If you can improve on the author's logic without contradicting his intended meaning, then do so.	Do not be afraid to consult the author, when you are uncertain about his intended meaning.
Know your author's intentions and basic assumptions.	Do not filter the author's ideas with your own value judgments, and do not purposely incite your target audience, unless it was the author's intention to do so.

In conclusion, a good translator must think carefully before he makes his translation. He should consider himself as if he came from the target language country and be well aware of which kind of text he is translating.

1.3. Basic types of translation

Different ways of rendering a text or a message have been introduced by some authors. Below are a number of translation methods generalized by Peter Newmark (1988):

1.3.1. Word by word

The **Source Language (SL)** word order is preserved and the words translated by their and the words translated by their most common meanings. Cultural words are translated literally. The main use of this method is either to main use of this method is either to understand the mechanics of the source language or to construe a difficult text as pre-translation process.

Eg: “**Khi xa nhà người ta cảm thấy nhớ nhà**” = “*When far home one feel homesick*”

1.3.2. Literal translation

The SL grammatical constructions are converted to their nearest **Target Language (TL)** equivalents but the lexical items are again translated out of context. As pre-translation process, it indicates problems to be solved.

Eg: “**Học, học nữa, học mãi**” can be rendered literally as “*Study, study more, study forever*”. Whereas, the appropriate translation would be “*Study, study and study*”

1.3.3. Faithful translation

It attempts to reproduce the precise contextual meaning of the original within the constraints of the TL grammatical structures. It transfers cultural words and preserves the degree of grammatical and lexical deviation from SL norms. It attempts to be completely faithful to the intentions and the text-realisation of the SL writer.

Eg: “**Tôi cho rằng anh ta sẽ không đến**”

Faithful translation: “*I think that he won't come*” (But it should be “*I don't think he will come*”)

1.3.4. Idiomatic translation

Idiomatic translation is a meaning-based translation which makes every effort to communicate the meaning of the SL text in the natural forms of the TL. Such translation reproduces the 'message' of the original but tends to distort nuances of meaning by preferring colloquialism and idioms where there do not exist in the original.

Eg: “The peasant's hard life”

⇒ “Chân lấm tay bùn”

1.3.5. Semantic translation

It differs from faithful translation only in as far as it must take more account of the aesthetic value of the SL text, compromising on meaning where appropriate so that no assonance, word play or repetition jars in the finished version. It does not rely on cultural equivalence and makes very small

concessions to the readership. While “faithful” translation is dogmatic, semantic translation is more flexible

Eg: **“I never hear or read the name of Yarmouth but I am reminded of a certain Saturday on the beach...”** (*David Copperfield* by Charles Dickens)

“Tôi không bao giờ nghe hoặc đọc đến tên Yarmouth mà tôi lại không nhớ đến một sáng thứ bảy nào đó trên bãi biển...” (...không bao giờ...mà lại không...)

1.3.6. Communicative translation

It attempts to render the exact contextual meaning of the original in such a way that both language and content are readily acceptable and comprehensible to the readership.

Eg: **“I never hear or read the name of Yarmouth but I am reminded of a certain Saturday on the beach...”** (*David Copperfield* by Charles Dickens)

“Cứ mỗi lần nghe hoặc đọc đến tên Yarmouth thì tôi lại nhớ đến một sáng thứ bảy nào đó trên bãi biển...” (Cứ mỗi lần...thì...lại...)

1.3.7. Free translation

It reproduces the matter without the manner, or the content without the form of original. Usually it is a paraphrase much longer than the original.

Eg: **“Business is business”** = *“Công việc là công việc, tình cảm là tình cảm, không lẫn lộn được”*

1.3.8. Adaptation

This is the freest form of translation mainly used for plays and poetry: themes/characters/plots preserved, SL culture converted to TL culture & text is rewritten

1.4. Some well-known translation procedures

The translating procedures, as depicted by Nida (1964) are **Technical procedures** and **Organizational procedures**. The Technical procedures including: analysis of the source and target languages, a thorough study of the source language text before making attempts to translate it, making judgments of the semantic and syntactic approximations. The organizational procedures consist of: constant reevaluation of the attempt made; contrasting it with the existing available translations of the same text done by other translators, and checking the text's communicative effectiveness by asking the target language readers to evaluate its accuracy and effectiveness and studying their reactions. Besides, Graedler (2000:3) puts forth some procedures of translating: Making up a new word, explaining the meaning of the SL expression in lieu of translating it, preserving the SL term intact, opting for a word in the TL which seems similar to or has the same “relevance” as the SL term.

On the other hand, according to Newmark, there are 8 procedures:

- *Transference*: The SL word is directly taken into TL text with no translation. The words may be the names of newspaper, geographical names, street names, new technical terms that do not have equivalent in the TL.

Eg: AFP, iPod, etc.

- *Naturalization*: The SL word is transferred or adapted to the TL based on the pronunciation and morphology.

Eg: Nobel -> Nô ben

- *Cultural equivalent*: The SL cultural word or expression is translated by a TL cultural word based on its equivalent in the TL. Because of different culture, the different idioms and currencies are translated differently.

Eg: Mutton dressed as lamb -> Cừu sùng làm nghé

- *Functional equivalent*: The use of a cultural free word or expression in a translation for a cultural word or expression in the SL text.

Eg: Klemmlin -> Chính quyền Nga

White House -> Chính quyền Liên Bang Mỹ

- *Descriptive equivalent*: The meaning of the original word is explained in several words. This procedure is often used with transference to translate a cultural word or expression.

Eg: Ipod -> Máy nghe nhạc Ipod.

- *Through translation*: A literal translation of a word or normally an expression into the TL. This procedure often deals with already recognized terms including names of organizations (UN), names of diseases (HIV-AIDS), or common collocations (small business websites -> các trang web của doanh nghiệp nhỏ)

- *Shift or Transposition*: A change in grammar or part of speech from SL to TL. It may be a change in number (singular-plural) of nouns, the position of adjective, or grammatical structure.

Eg: With good nutrition, medical care, education and skill training -> do được ăn uống đầy đủ, chăm sóc sức khỏe đều đặn và được giáo dục, đào tạo kỹ năng tốt

- *Modulation*: A variation in the message when it is translated into a TL due to a change in the point of view.

There are 3 types of modulation:

✓ One part – another:

Eg: She cleared her throat – Cô ta hắng giọng

✓ Passive – active:

Eg: I was not prepared for ... -> Tôi đã không hề biết rằng ...

✓ Possitive – Double Negative:

Eg: It isn't impossible to ... -> Có thể ...

2. An overview of contract

2.1. Definition

Just like translation, the concept of contract can be express in many ways by many different people. The word contract comes from a Latin word “Contractus”, it means consent, agreement or to enter into an agreement with a particular subject. Contract is used in every field of business and trade. This is a basic and central unit people used to specific and arrange commercial affairs, services or even relationships. The online legal dictionary defines the term “contract” as “a binding agreement between two or more parties for performing, or refraining from performing, some specified act(s) in exchange for lawful consideration” or “any legally binding agreement voluntarily entered into by two or more parties that places an obligation on each party to do or not do something for one or more of the other parties and that gives each party the right to demand the performance of whatever is promised to them by the other parties. To be valid, all parties must be legally competent to enter a contract, neither the objective nor any of the obligations or promised performances may be illegal, mutuality of the agreement and of its obligations must exist, and there must be consideration”

2.2. Types of contract

Contracts have been differentiated into various types depending upon the type of agreement they prefer, there are many classification of contract depending on the point of view of the classifiers. As Wikipedia, the various types of contract including: sale contracts, purchasing contracts, partnership agreements, trade agreements and intellectual property agreements

Sale contracts: A contract of sale is a legal contract an exchange of goods, services or property to be exchanged from seller (or vendor) to buyer (or purchaser) for an agreed upon value in money (or money equivalent) paid or the promise to pay same. It is a specific type of legal contract.

Purchasing contracts: A real estate purchase contract is a binding agreement (between two or more parties with legal capacity) to purchase real property. It is based on legal consideration.

Partnership agreements: is a voluntary contract between two or among more than two persons or organization to place their capital, labor, and skills, and corporation in business with the understanding that there will be a sharing of the profits and losses between/among partners.

Trade agreements: Treaty (Legally binding contract between two or more sovereign states) between two or more countries to establish a free trade area where commerce in goods and services can be conducted across their common borders, without tariffs or hindrances but (in contrast to a common market) capital or labor may not move freely. Member countries usually impose a uniform tariff (called common external tariff) on trade with non-member countries.

Intellectual property agreements: There are two main kinds of pure intellectual property agreement: assignments and licenses.

- An assignment of intellectual property is a document effecting the transfer of the ownership of intellectual property from one person to another.

- A license of intellectual property rights is a document specifying that a person may do certain acts without infringing the owner's intellectual property rights.

Besides, there are some other classifications of contract. According to Indian Contract Act 1872, from the point of view of enforceability, there are 4 kinds

of contract: valid contract, void-able contract, void contract and unenforceable contract

Valid contract: A contract is basically an agreement to do or not to do something. Saying a contract is valid means it's legally binding and enforceable. The point of a contract is to clearly outline an agreement so the "object" is accomplished while preventing disputes or litigation.

Valid contract = agreement + enforceability

Void-able contract: An agreement which is enforceable by law at the option of one or more of the parties thereto, but not at the option of the other or others, is a voidable contract. A contract is voidable when one of the parties to the contract has not exercised his free consent. One of the essential elements of a formation of a contract for example, free consent, is absent. All voidable contracts are those which are induced by coercion fraud or misrepresentation. The person whose consent is not freely given may avoid a contract. It therefore continues to be valid till the party whose consent is caused by coercion, undue influence, fraud or misrepresentation chooses to avoid the contract within a reasonable time. Contract then is not binding on the other party.

Void-able contract=Agreement + enforceability at the option of aggrieved party

Void contract: A void contract, also known as a void agreement, is not actually a contract. A void contract cannot be enforced by law. Void contract is unenforceable, unpunishable

Unenforceable contract: An unenforceable contract is a legal contract that a court cannot or will not enforce due to a technical defect. An unenforceable contract is valid, but gives the court system reason to refuse to offer remedy to either party. As there are many different types of contracts, there are many

different reasons that a contract may be voidable, such as statute of limitations, omitted provisions, and ambiguity.

3. Commercial contract

Commercial contract is a contract which in terms of form, nature or type of signatory constitutes a commercial act. Commercial contracts represent a combination of commercial and legal factors. There are some types of commercial contract and according to The 'Lectric Law Library, the types of commercial contract including: Definite quantity contract, firm-fixed-price contract, fixed-price contract and time-and-materials contract.

- ✓ Definite quantity contract - A contract which provides for delivery of a definite quantity of specific supplies or services for a fixed period, with deliveries to be scheduled at designated locations upon order.

- ✓ Firm-fixed-price (ffp) contract - A fixed-price contract which provides for a price that is not subject to any adjustment on the basis of the contractor's cost experience in performing the contract. This contract type places upon the contractor maximum risk and full responsibility for all costs and resulting profit or loss. It provides maximum incentive for the contractor to control costs and perform efficiently and imposes a minimum administrative burden upon the contracting parties.

- ✓ Fixed-price contract - A contract type which provides for a firm price or, in appropriate cases, an adjustable price. Fixed-price contracts providing for an adjustable price may include a ceiling price, a target price (including target cost), or both. Unless otherwise specified in the contract, the ceiling price or target price is subject to adjustment only by operation of contract clauses providing for equitable adjustment or other revision of the contract price under stated circumstances.

✓ Time-and-materials (t&m) contract - A contract which provides for acquiring supplies or services on the basis of direct labor hours at specified fixed hourly rates that include wages, overhead, general and administrative expenses, and profit and materials at cost, including, if appropriate, material handling costs as part of materials costs.

CHAPTER II: AN INSIGHT INTO SHIPBUILDING CONTRACT

1. What is shipbuilding contract?

To build ships for foreign customers is obviously more complicated than for domestic ship-owners. First of all, it will involve the problem of language, not to mention all the possible complicated procedures involved in the foreign trade. All the documents shall be written in English language, including email, faxes, memos, letter of intent, contracts and so on. Among these documents, the most important is the contract, for the contract is the foundation for the whole project like building or repairing a ship. And everything shall be carried out in strict accordance with the contract. So it's quite necessary to know something about the shipbuilding contract. In "The Law of Shipbuilding Contracts, 3rd edition, Informa Professional UK, London"(2002), Simon Curtis defined "Shipbuilding contract" as "the non-maritime contract for the complete construction of a ship, concerns the sales of future goods, so the property could not pass title at the time when the contract is concluded. The aim of shipbuilding contract is to regulate a substantial and complex project which the builders and buyers assume long-term obligations to other and bear significant commercial risks".

Shipbuilding contract is different from the general sales contract in terms of nature of contract, time frame and passing of risks. Each shipbuilding contract is tailor made where there are different requirement from each buyer.

Shipbuilding contract needs very careful drafting of provisions in contemplation of the likely event of damage before completion.

2. Forms of shipbuilding contract

The particular characteristic of shipbuilding contract is that there are only 4 principal pro forma and cannot be classified in different points of view. As noted in "point to note" by Morgans Solicitors, London, there are four

principal forms of shipbuilding contract, they include: SAJ form, AWES form, Norwegian form and MARAD form.

The SAJ form published by the Shipbuilders Association of Ja-pan: It is published in January 1974 and the framework of this form is commonly used in South Korea, China, Singapore and Taiwan. Principal form of contract in use in large-scale shipbuilding contracts.

The AWES form adopted by the Association of West European ship-builders: It is the standard shipbuilding contract of the Association of European Shipbuilders and Shiprepairers which revised and reissued in May 1999.

The Norwegian shipbuilding contract produced by the Association of Norwegian Marine Yards: Although is published by Norwegian but the Standard Form Norwegian Shipbuilding Contract 2000 is now widely used inside and outside Norway.

The MARAD form produced by the Maritime Subsidy Board of the United States Department of Commerce: It is used in relation to American newbuildings financed under Federal Ship Financing Program authorized by Title XI of the Merchant Marine Act 1936.

Commonly contract on a modified version of the SAJ 1974 pro forma and no two contracts are the same.

Typically, every shipyard has its own standard form of shipbuilding contract. However, all forms still share one common feature. All of them include 4 parts: Ambit of the contract and scope of work, financial matters, liability issues and other category.

In Vietnam, beside the common used provisions such as Subject of the contract, contract price, warranty of quality, arbitration... like many other commercial contracts, shipbuilding contract may include other provisions like: Sea trial, the purchaser's delivery, milestone payment, supervisors,

specifications and plans. The sea trial provision is easy to understand, it is simply the provision to indicate the time and method to put the ship into water to test. The provision of purchaser's delivery state what documents or material relating to the ship that the purchaser will deliver to the builder. The milestone payment is most used in shipbuilding contract rather than other types of contract because to finish building a ship is a large work that needs to be scheduled in stages. Then, after the builder finishing a stage, a part of the total amount value of the contract will be paid to the builder by the purchaser through a bank. The provision of supervisors imply the duties and rights of the supervisors that designated by the purchaser or the builder or both to supervise the building. The last particular provision of shipbuilding contract is the plans and specifications which would be attached to the contract as exhibits or appendixes.

These provisions particularly often appear in shipbuilding contract because building a ship is complicated work which needs a fixed progress and schedule. Besides, the value of the contract is huge so that these provisions are needed to ensure the efficiency of the building work as well as the benefit of the parties involved. Let's take a look to the below index to understand more clearly about the form of shipbuilding contract that is common used by Vietnamese shipyard. It is a typical sample of shipbuilding contract in Vietnam

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Exhibit

Exhibit I Drawing list

Exhibit II Technical specification, including General Arrangement Plan

Exhibit III PRINCIPAL'S deliveries

Exhibit IV Paint specification

Exhibit V General Quality Standards / Classification Requirements

Exhibit VI Model Building Planning

Exhibit VI-A Building Planning

Exhibit VII Trial Program

Exhibit VIII Installation specification

Exhibit IX Bank Guarantee

Exhibit X Quotation: specification of the Contract Price

Exhibit XI Guarantee letter

3. Language used in shipbuilding contract

Contracts always drafted in English, especially commercial contracts even they are between parties that are not from English speaking countries. The simple reason for this is that these contracts often depend on an International Arbitration Organization to settle disputes if arisen so English is compulsory. There are some types of contract that are not drafted in English between local parties of an English non-speaking country. Normally, they are not very big contracts. Shipbuilding contracts are commercial contracts that very often between the parties from different countries so the contractors often use English to draft. To make a good translation of the shipbuilding contract, it is very essential to deeply understand the language used in the contract. First of all, like many other types of contract, shipbuilding contracts use the language for contract. Normally, it is a typical kind of English. It is different from the language used for basic English or literature. It is one type of Legal English.

Legal English means the language of the law of England, America, and some other countries whose official language is English. These common law system countries have a history about several hundred years to express law in English. Generally speaking, contract English is an important branch of legal English, which is the language of the contract of England, America, and some other countries whose official language is English. To be more exact, contract English here refers to English used in civil, commercial contract in the

countries whose official language is English. The language for contract is different from that for basic English or literature. The lexical features of contract English are very unique

A very famous English scholar, Lord Mansfield, once observed that “most of the disputes in the world arise from words”. He told us the significance of lexicon. If one can use the lexicon in contract English quite well, it may be easier for him to read the English contract. It is highly possible that he could study and understand English contracts better than those who know little about it.

The English of contracts uses a special stylistic and its own way to make expressions. These expressions are very difficult to understand with non-professionals. In order to understand them. The non-professionals need to have a process of interpretation by professionals. Normally these professionals are lawyers.

3.1. Formal words

If you read a shipbuilding contract and your English is just basic English. It is hard for you to understand what the words like “initiate” or “terminate” means in this contract even you know them. Virtually, any speaker of English understands these words mean “begin” and “end”. But you may wonder that why “begin” and “end” are not used and whether or not does “initiate” and “terminate” mean something else? The answer is that “initiate” and “terminate” means nothing other than “begin” and “end” in this contract but they are used because they sound more formal. The formal words which are rarely used in general English but frequently used in legal English. Formal language is one of the traits of the contract lexicon. There are a lot of formal words that are often used in contracts, here are some: approximately, commence, complete, construe, convene, employ, notify, present etc

3.2. Archaic words

Another issue is that general languages change continually but the language for contracts is conservative. Even it is English or Vietnamese. As a typical legal document, contract preserves some archaic words, which are favourite words of the lawyer but to which most non-lawyers are exposed on infrequent occasions. In contract, the typical used archaisms are compound adverbs formed usually by adverbs, such as here, there, or where, to which prepositions, such as after, at, by, from, in, of, to, under, upon or with etc, have been suffixed. These words were common in old-fashioned English. Rather than saying “under it” or “under that”, a speaker of modern English could say “hereunder” or “thereunder”.

Eg: “Nothing contained herein shall be constructed as transferring any patent or trademark rights or copyright in equipment covered by this Contract, and all such rights are hereby expressly reserved to the true and lawful owners thereof”

⇒ “Bản hợp đồng này không có điều gì thể hiện sự chuyển nhượng quyền trí tuệ hoặc quyền thương hiệu hay bản quyền của thiết bị có trong Hợp Đồng này, do đó tất cả những quyền vừa nêu đều tuyệt đối thuộc về chủ nhân thực sự và hợp pháp của những quyền đó

3.3. Common words with uncommon meanings

Words used on any occasion are called common words. In contract, there are some common words used in specialized style, hence becoming technical terms. In this situation, they are used not for their common meaning, but for their special meaning. “Prejudice” as a common word (noun), means an unfair and often unfavourable feeling or opinion formed without thinking deeply and clearly or without enough knowledge. But in contract, “prejudice” means loss of any rights. In ordinary speech, “same” usually implies “comparison” to a

similar object or person; that implication is lacking in the contract sense, which refers to “the thing mentioned”

Eg 1: “Approval by the DAMEN customer shall in no way prejudice the SELLER’s obligation to obtain DAMEN’s approval in writing prior to any deviation from and/or addition to the drawings provided for by SELLER and approved by DAMEN and DAMEN customer under this Contract”

“Phê duyệt của khách hàng DAMEN trong bất kỳ trường hợp nào sẽ không làm ảnh hưởng đến nghĩa vụ của BÊN BÁN trong việc tiếp nhận văn bản phê duyệt của DAMEN về các thay đổi, và/hoặc bổ sung trong các bản vẽ cấp cho BÊN BÁN và đã được DAMEN và khách hàng DAMEN phê chuẩn theo Hợp Đồng này.”

Eg 2: Steel is killed and fine grain treated

⇒ Thép có thể là thép lãng và xử lý hạt mịn

4. Specifications and Plans in shipbuilding contract

Most shipbuilding contracts have specifications and drawings attached as schedules. The purchaser should review these schedules with great care, as they contain most of the details of the ship to be built. If the purchaser does not have expertise in ship construction, he should retain a naval architect or marine surveyor to assist him in reviewing the specifications and drawings. Since not all the details of construction can be included in the drawings and specifications, it is also common to have a general provision requiring the builder to build the ship “in accordance with good ship building practise”. In addition, there are often provisions requiring the ship to be built so as to conform to any applicable standards for the ship in question such as those of Transport Canada – Marine Safety or the requirements of any applicable classification societies.

The Specifications and Plans provision is the typical characteristic of shipbuilding contract that distinguishes it from other types of contract. For it is often excluded from the main part of the contract and only noted as an appendix or attachment of the contract. On the other hand, the shipbuilding technical terms in it is a big problem for the translators. Since the correctness in translating these terms is the key factor that can directly affect to the whole building progress so the role of the translator is very important.

5. Technical terms:

5.1. Common terms of contract

Contract English contains a large number of words that are not used at all in ordinary speech. The technical meaning of words in the contracts has often stabilized, clarified, single and precise. In contract, technical terms are widely used such as: defect, remedy, jurisdiction, damages and/or losses, indemnities, tenancy, etc. Shipbuilding contract also use these technical terms. Let's take a look in a typical example:

Eg: "If the Buyer's rescission of this Contract is disputed by the Builder who institutes arbitration in accordance with Clause 16.03, then no refund shall be made by the Builder until the arbitration award or final court order declaring the Buyer's rescission as justified, is made and delivered to the Builder by the arbitration tribunal or final competent Singapore Court having jurisdiction on the dispute".

(Extract from the Shipbuilding contract of MARINTEKNIKSHIPBUILDERS)

⇒ “Trong trường hợp BÊN ĐÓNG TÀU khiếu nại việc BÊN MUA hủy bỏ Hợp Đồng và đề nghị tiến hành phân xử theo Điều 16 Khoản 03 thì BÊN ĐÓNG TÀU sẽ không phải hoàn trả chi phí cho BÊN MUA cho đến khi việc phân xử kết thúc hoặc tòa án cuối cùng ra tuyên bố việc hủy Hợp Đồng của BÊN MUA là hợp lệ và gửi thông báo đến cho BÊN ĐÓNG TÀU thông qua

tòa án phân xử hoặc Tòa Án tối cao Singapore có thẩm quyền có kết luận cuối cùng về khiếu nại”

5.2. Shipbuilding technical terms

Shipbuilding contract uses not only the general technical terms above but also the typical terms which are used only in it. Translating these terms is the hardest part of translating shipbuilding contract because no translators can remember the meanings of all these terms. However, there is a number of terms can be joint in groups because they share a particular common feature. After a throughout research, the writer made up three groups like below

Group 1: The technical terms that are common words but in shipbuilding contract they have different meanings. It means that the dictionary meaning of these terms cannot express the full meaning of the message as the contractor wishes to. The terms belong to this group are multiform including nouns, verbs or compound words. Take the following as example:

Kill
Profile
Draft/Draught
Blast
Interior
Displacement
Ship general
Seakeeping performance
Acoustical signalling system
Nautical equipment
Aggregated sectional area
...

Group 2: The technical terms cannot find Vietnamese equivalents or the equivalents are rarely used because they are too long and hard to remember (most is the names of the materials):

Sikaflex
Polyester
Silic
Aramind
Gelcoat
Composite
Mangan
Kevlar
Vanad
Molybden
Epoxy
...

Group 3: The technical terms that Vietnamese equivalents are the adaption of the English pronunciation. This group share a common feature with group 2: most of the technical terms are the name of the materials or chemical elements

Carbon
Bronze
Cabin
Nickel
Chrom
Phospho
Amines
Ammonia
Antimony
...

Group 4: The Abbreviation letters. This group can be divided in to 2 types:

- Type 1: The technical terms

AC
DC
AFT
FWD
LOA
WL
BP
L/C
...

- Types 2: The names of the organizations or types of certificates or words that are shortened, many of these terms relate to transportation and customs formalities

ABS
AWS
ASME
EXW
GDVC
COD
FA(S)
CFR
CIS
CASV
CC

While the first 3 groups seem to have equal frequency of appearance, the terms in the fourth group used popularly in shipbuilding contract. The reason for this is that the full phrases are mostly very complicated and hard to remember. Using the abbreviations is much more convenient and more

industrialized. Another characteristic of group number 4 is that most of the abbreviations are compound words.

The above groups conclude some of the typical terms that are commonly found in a shipbuilding contract. These groups cannot cover all of the terms but they indicate the typical ones. How to deal with these terms will be figured in the later parts of this paper.

CHAPTER III: TRANSLATION PROCEDURES OF THE SHIPBUILDING CONTRACT

1. Communicative translation

Among many translation methods that previously mentioned in Chapter II. The most appropriate methods to translate shipbuilding contract is literal and communicative translation method. But the communicative translation seems to be the more effective method for translators to translate shipbuilding contract. The effectiveness of this method is shown through the effectiveness in transferring lexical meaning and grammatical feature

1.1. Transferring lexical meaning

Translation of contract in general and translation of shipbuilding contract in particular requires the high accuracy. Moreover, shipbuilding contracts often have very huge value and the customers often come from other countries around the world so that the transferring precisely will directly affect to the result of the contracting. If the contract is translated incorrectly even a small term may cause misunderstanding between parties and raise the disputes. Or more serious, may lead to terrible financial consequences and the prestige of the party from which the incorrect translation comes

There are many reasons for the errors in translation of shipbuilding contracts. One of them is the requirement of the high accuracy. The translator pays too much attention to the lexical meaning of the word. This form-based translation is called literal translation. This kind of translation attempts to follow the form of the source language (Nguyen Van Tuan – Hue University) and makes little sense in English.

Eg: “The YARD herewith undertakes to draft the workshop design for the hull and outfitting on the basis of and in accordance with the design and

specifications as to be provided by the PRINCIPAL and the specifications in this Contract”

⇒ Literal translation: “Xưởng kèm theo đây đảm nhận phác thảo phân xưởng thiết kế cho vỏ và sự trang bị trên cơ sở và phù hợp với thiết kế và chi tiết kỹ thuật như được cung cấp bởi PRINCIPAL và chi tiết kỹ thuật trong bản Hợp Đồng này”

The literal translation above make the reader hard to understand the real meaning of the condition about the duty of the builder even though the translation uses the correct grammar structure and the correct meaning of the words as in dictionary. The reason for this confliction is that English and Vietnamese are two different languages that share little common features. If the two languages are related, the literal translation can often be understood, since the general grammatical form may be similar. Just like Vietnamese and Chinese or English and French. But Vietnamese and English is a quite different situation. They are different from each other in term of grammar, word order and natural expression. Therefore, if the translator uses literal translation to translate a shipbuilding contract, the translation will make little sense.

The solution for this problem is using communicative translation (1.2.6) which can help the translator reproduce effectively the source contract. The translation that is translated communicatively is very easy to understand like it is originally written in the receptor language instead of translated from another language. Let's take a look back at the above example. The appropriate translation should be like this:

⇒ “Xưởng đóng tàu đảm nhận làm thiết kế thi công cho phần vỏ và phần lắp đặt bên ngoài trên cơ sở và theo như thiết kế và các thuyết minh do bên Mua cung cấp và các thuyết minh trong hợp đồng này”

This translation sound very formal and easier to understand the real meaning of the source text. Moreover, it also meets the demand of accuracy.

1.2. Transferring grammatical features

The most typical grammar structure in English, also the most popularly used in shipbuilding contract, is passive voice. English often use passive voice to express. This way of expression sound very formal and help emphasizing the meaning of the sayer or the text. Shipbuilding contract requires high clearness and carefulness in expression so passive voice is commonly and popularly used. This may cause a problem of translation for the translator. The problem is that many translators tend to respect and preserve the way of using passive voice of the source contract. This way of translation will make the translated text sounds very foreign. It is also the result of literal translation which always keeps the form of the source text preserved. For example, in shipbuilding contract, the provisions of purchaser's deliveries often say as follow:

Eg: "Any and all materials to be delivered by DAMEN to the SELLER hereunder as well as the terms and conditions governing such deliveries are reflected in the DAMEN Deliveries attached hereto as Exhibit III and in Article 7 hereof."

If the translator use literal translation. The above text will be translated as:

⇒ "Bất cứ hoặc tất cả vật liệu được gửi bởi DAMEN cho BÊN BÁN dưới đây cũng như các điều khoản và điều kiện chi phối những đợt gửi đó được phản ánh trong mục Các đợt gửi của DAMEN đính kèm theo đây như Phụ Lục III và Điều 7"

This translation sounds very rigid and causes difficulties in reading and understanding the meaning of the source text. It is much better if the text is translated communicatively and should be like this:

⇒ “DAMEN sẽ cung cấp cho BÊN BÁN gói vật tư tuân theo mọi điều kiện và điều khoản mô tả trong Phạm Vi Cung Cấp của DAMEN như Phụ Lục III và Điều 7”

The second translation sounds very clear and condensed. This help readers easier to get the full meaning of the text.

It is obvious that communicative translation is more effective than literal translation. But it does not mean literal translation does not work every time. In fact, the literal translation sometime still work sand still makes full sense. In some situations both literal and communicative translation are ideal for the translator and the literal translation is more preferred than communicative translation. Let’s take a look in this example:

Eg: “DAMEN surveyors fees shall be for the account of DAMEN and cost for “non-destructive examination” required by DAMEN, shall be for the account of the SELLER”

This text can be translated literally like this:

⇒ “Chi phí cho những giám sát viên của DAMEN sẽ do DAMEN chi trả và chi phí cho việc “Kiểm tra không phá hủy” theo yêu cầu của DAMEN sẽ do BÊN BÁN chi trả:.

The translation is still clear and makes full sense even it is translated literally. But literal translation is not the only choice for the translator. The text still can be translated communicatively like this:

⇒ “DAMEN sẽ chịu trách nhiệm chi trả mọi chi phí cho những giám sát viên của mình và BÊN BÁN sẽ chi trả phí tổn cho việc “Kiểm tra không phá hủy” do DAMEN yêu cầu”

The reader can understand the full meaning of the text with the above communicative translation. The translated text sounds a little rigid but this translation is still acceptable.

The above example is 1 of some particular situations that both literal and communicative translation are acceptable and literal translation is more useful for the translator. But in most cases, the communicative translation is the more preferred and effective way to translate shipbuilding contract. The following example indicates that both literal and communicative translation can be applied but the communicative one is better.

⇒ “During the construction of the PRODUCTS by the SELLER under this Contract and a period of one year after the Delivery Date the SELLER shall refrain from making offers for and constructing similar boats to the PRODUCTS for or on behalf of third Parties domiciled in The Netherlands.”

The text above can be translated literally like this:

⇒ “Trong quá trình BÊN BÁN thi công tàu theo Hợp Đồng này và trong 1 khoảng thời gian 1 năm sau Ngày Bàn Giao BÊN BÁN sẽ kiềm chế trong việc đưa ra lời mời chào để đóng các thuyền tương tự như TÀU cho hoặc thay mặt cho bên thứ 3 cư trú tại Hà Lan”

The above literally translated text tries to change the form of the source text which can help making the translation more easily understandable but the lexical meaning is still preserved. Hence, the translation is somehow acceptable in terms of translation but not ideal one. On the other hand, this text shows an important provision in shipbuilding contract. It is the provision of intellectual and industrial property. This provision indicates that all parties will respect the right of ownership of shipbuilding technology of the others. This provision provides the legal base for the protection of intellectual right. The above literally translated text cannot clearly point out that base which is the full and real meaning of the text. The appropriate translation for the text should be communicative like this:

“Trong quá trình bên BÊN BÁN thi công TÀU theo Hợp Đồng và trong thời gian 1 năm kể từ ngày bàn giao, BÊN BÁN không chào hàng và đóng những tàu tương tự nhân danh bên thứ 3 cư trú tại Hà Lan”

The communicative translation has better coherency and can point out the full important meaning of the source text.

Let's take another example:

“The PRODUCTS and any and all parts thereof will be for the risk and account of the SELLER until the Delivery Date. Subject to para. 3 of this Article 13 the above provision also holds good without any further restriction for any and all deliveries made by DAMEN hereunder with respect to the PRODUCTS.”

Literally, the above text would be translated like this:

⇒ “TÀU và bất cứ và tất cả các phần của TÀU sẽ chịu rủi ro và thuộc trách nhiệm của BÊN BÁN cho đến Ngày Bàn Giao. Theo khoản 3 của Điều 13 này điều khoản trên cũng giữ nguyên giá trị mà không có bất cứ sự hạn chế nào khác cho bất cứ và tất cả bàn giao thực hiện bởi DAMEN dưới đây với sự lưu tâm đến TÀU”

As you can see in this translation, the translator tries to achieve the most appropriate meaning of the words. For example, the phrase “hold good” is paraphrasedly translated as “giữ nguyên giá trị”. This is the correct translation for the contractor wants to imply that the said provision takes effect with all documents or materials delivered by the Damen company. But in considering the whole text in terms of intonation, the translation sounds informal and lack of persuasiveness. Moreover, the translator preserves the passive voice which is not the common structure of Vietnamese language and make the translation even worse. But if the text is communicatively translated, the effectiveness is much higher like this

⇒ “BÊN BÁN sẽ chịu rủi ro đối với toàn bộ tàu đang đóng và các phụ kiện đi kèm cho tới khi bàn giao. Tuân theo khoản 3 của điều 13, điều kiện ở trên vẫn có giá trị không hạn chế khi DAMEN bàn giao các vật tư hàng hóa có liên quan”

In this translation, the passive voice is transformed into active voice and words are translated more flexible and make more sense like “holds good without any further restriction” as “có giá trị không hạn chế” or “with respect to the PRODUCTS” as “vật tư hàng hóa có liên quan đến đóng TÀU”

In conclusion, it is the communicative translation method translates basing on the context of the text and on the meaning of the text rather than the form and grammar. That is the reason why it is the ideal way for the translator to effectively translate shipbuilding contract.

2. How to deal with technical terms

2.1. Paraphrasing (Ideal for group number 1)

In dictionary, the meaning of the word “paraphrase” means “explain” or in Vietnamese is “diễn giải”. The paraphrase translation procedure means an explanation of the meaning of a segment of the text (Newmark - 1988). Or in other way, it means translate the SL basing on the context of the message. This procedure is recommended for translating the shipbuilding technical terms that commonly found in the Technical Specification (the Exhibits attached to the contract). Because there are not many terms have Vietnamese equivalents that include the conveyed full meaning of the terms. These terms belong to group number 1 as mentioned previously in Chapter II. For example, in a Technical Specification, there is a provision of labor quality in which a Standard of Quality often included:

Eg: “The workmanship on the hull and fittings throughout shall be of good marine practice. Care shall be taken to ensure fair lines, smooth surfaces

and neat welding. All materials and equipment installed in, or delivered with the Vessel shall be new and of good marine quality. Trades names and names of specific manufacturers mentioned in the Specifications are intended to describe the desired quality and/or construction of the equipment and materials and not to exclude any other makes of similar quality or construction.”

If the above text is not paraphrasedly translated. It would be like this:

⇒ “Tay nghề công nhân trên phần vỏ và các mối kết nối sẽ có chất lượng thi công hàng hải tốt nhất. Sẽ cần trọng để đảm bảo các đường cong, bề mặt và mối hàn. Tất cả thiết bị được lắp đặt vào, hoặc được bàn giao với Tàu sẽ là mới và có chất lượng hàng hải tốt. Tên hiệu và các tên của các nhà sản xuất xác định được nhắc đến trong Thuyết Minh Kỹ Thuật nhằm mục đích mô tả chất lượng mong muốn và/hoặc sự thi công của thiết bị và vật tư và không ngoại trừ bất kỳ việc sử dụng của chất lượng hay kết cấu tương tự”

The translated text tries to express as clear as possible the source text by preserving the dictionary meaning of words as well as the grammar form. Hence, the translation is acceptable but not of a well-trained and experienced translator and not a suitable translation for a Specifications of shipbuilding contract. In shipbuilding industry, the standard of quality is strictly required for the cooperation is often between parties come from different countries and the Standard of Quality of each country should be clearly stated in the translation of the contract. The reason for this is that it is the demand of the builder to understand deeply the standard of quality required by their customer. Therefore, the above translation cannot meet that demand for it does not state clearly the standard of quality which is wrapped in the term “of good marine practice”. So, the appropriate translation should be like this:

⇒ “Tay nghề công nhân trên phần vỏ và các mối kết nối được lựa chọn và hạng tốt nhất theo tiêu chuẩn hàng hải và tuân theo các quy định

được áp dụng với Chứng chỉ ISO 9001 của Nhà sản xuất. Các đường cong, bề mặt và mối hàn được chú trọng đặc biệt để đảm bảo được yêu cầu. Tất cả các thiết bị, vật tư lắp đặt lên tàu hoặc giao theo tàu đều hoàn toàn mới và có chất lượng hàng hải tốt. Tên hiệu và chủng loại của máy móc thiết bị được đề cập trong bản Thuyết Minh Kỹ Thuật này chỉ nhằm mục đích mô tả phạm vi cung cấp và chất lượng của tàu, không loại trừ việc sử dụng những chủng loại có chất lượng và kết cấu tương đương”

The second translation is paraphrasedly translated and it completes the task of transferring the full meaning as well as meets the above mentioned demand of the builder. Besides, the term “care shall be taken” and “Specification” is also translated by paraphrasing as “chú trọng đặc biệt để đảm bảo được các yêu cầu” and “Thuyết Minh Kỹ Thuật” and the effectiveness of translation is obviously higher in helping readers understand deeper the meaning of the source text.

Similarly, in the example in Chapter II, if the terms are literally translated, they should be like this

Kill	Giết, triệt tiêu
Profile	Hình bóng
Draft/Draught	Sơ lược, phác thảo
Blast	Làm tan
Interior	Phía trong
Displacement	Sự thay thế
Ship general	Tàu nói chung
Seakeeping performance	Thể hiện khi đi trên biển
Acoustical signalling system	Hệ thống tín hiệu âm thanh
Nautical equipment	Thiết bị hàng hải
Aggregated sectional area	Vùng mặt cắt tổng hợp
...	...

This translation is definitely ineffective and unacceptable because it causes confusions. Or more serious, it cause misunderstanding of the contract which may lead to unexpected errors in executing the building work. Therefore, these terms cannot be translated like this and the solution is translating them by paraphrasing, or in other words, translating by considering the context. The context here means the shipbuilding technical situation. So, the above terms should be paraphrasingly translated like this

Kill	Lắg
Profile	Nẹp/mặt chiếu đứng
Draft/Draught	Món nước
Blast	Phun cát
Interior	Nội thất/hoàn thiện nội thất
Displacement	Lượng chiếm nước
Ship general	Dữ Liệu Tổng Quát của Tàu
Seakeeping performance	Đặc tính hàng hải
Acoustical signalling system	Hệ thống báo hiệu bằng âm thanh
Nautical equipment	Nghi khí hàng hải
Aggregated sectional area	Tiết diện hợp nhất
...	...

2.2. Using loan word (Ideal for group number 2 & 4)

With the three groups as made up above (Chapter II). Using loan word seems to be the effective way for translator to deal with them. For group 2, there are no equivalents for them exist in Vietnamese so the best way is preserve the English name so the translation for terms belong to group 1 should be like this

Sikaflex	Keo sikaflex
Polyester	Nhựa polyseter
Silic	Silic
Aramind	Sợi aramid
Gelcoat	Lớp gelcoat

Composite	Vật liệu composite
Mangan	Mangan
Kevlar	Vật liệu kevlar
Vanad	Chất vanad
Molybden	Chất molybden
Epoxy	Chất epoxy
...	...

Another group that can be applied this procedure to translate is group number 4 – the group of abbreviation letters. In shipbuilding contract, these abbreviations have a high frequency of appearance because it is more convenient in documents. Therefore, these abbreviations are very familiar to those who work in shipbuilding industry all over the world so it is unnecessary for the translator to find the Vietnamese equivalents for these terms.

Let's take a look back the example of the terms belong to type 1 of group 4 in Chapter II. The full words of the abbs are like below

AC	Alternative Current
DC	Direct Current
AFT	Afterward
FWD	Forward
LOA	Length of overall
WL	Waterline
BP	Breadth moulded
L/C	Letter of Credit
...	...

Of course, many of these terms can find Vietnamese equivalents and can be directly translated into Vietnamese without using loan words. For example, the above sample terms can be translated like this

AC	Dòng điện xoay chiều
DC	Dòng điện 1 chiều
AFT	Phía sau tàu
FWD	Phía trước tàu
LOA	Chiều dài tổng
WL	Đường nước thiết kế
BP	Chiều rộng tổng
L/C	Tín dụng thư
...	...

However, in documents including the contract, the contractors often tend to use the abbreviations instead of the whole words therefore it is also recommended in the translation. So, the above sample can be translated like this

AC	Dòng AC
DC	Dòng DC
LOA	Chiều LOA
WL	Đường WL
BP	Chiều BP
L/C	Phương thức L/C

On the other hand, with type 2 of this group, the abbs stand for the specific name of organizations or certificates so that the translator cannot use the loan words alone. However, it does not means using loan word is unacceptable, it is when the translator preserve the abbs but use the Vietnamese equivalents as an explanation for the words they stand for. Let's take a look back at the example as mention in Chapter II. The abbs stand for:

ABS	American Bureau of Shipping
AWS	The American Welding Society
ASME	The American Society of Mechanical

	Engineers
EXW	Ex-Works
GDVC	General Department of Vietnam Customs
COD	Cash on Delivery
FA(S)	Free Alongside Ship
CFR	Cost and Freight
CIS	Customs Information Systems
CASV	Certificate for Approval for Special Voyage
CC	Certificate of Classification
CRI	Certificate for Refrigerating Installation
...	...

⇒ Explanation

ABS	Đăng kiểm Mỹ
AWS	Hiệp hội hàn của Mỹ
ASME	Hiệp hội kỹ sư cơ khí của Mỹ
EXW	Xuất xưởng
GDVC	Hải quan Việt Nam
COD	Thanh toán sau khi nhận hàng
FA(S)	Giao dọc mạn tàu
CFR	Tiền hàng và cước cảng đến
CIS	Hệ thống thông tin hải quan
CASV	Giấy chứng nhận phê chuẩn chuyến đi đặc biệt
CC	Giấy chứng nhận phân cấp
CRI	Giấy chứng nhận thiết bị làm lạnh
...	...

Using the Vietnamese equivalents alone is enough to transfer the full meaning of the abbs. But to create the most effective translation, the translator should

use the abbs and the their explanations together and the explanations are put in brackets

2.3. Naturalization (Ideal for group number 3)

As mentioned previously in Chapter I, naturalization translation means The SL word is transferred or adapted to the TL based on the pronunciation and morphology. This procedure is recommended to translate technical terms belong to group number 3. Instead of trying to figure out Vietnamese words to express these terms, the translator can use their pronunciation as equivalents for them.

Carbon	Các bon
Bronze	Brông
Cabin	Ca bin
Nickel	Ni ken
Chrom	Cờ rôm
Phospho	Phốt pho
Amines	Amin
Ammonia	A mô ni ắc
Antimony	Ăng ti moan
...	...

Some of these terms can be directly translated into Vietnamese without using loan word such as bronze (đồng thanh) or cabin (phòng, buồng)... but, as common, the loan words are preferred.

3. Some other procedures that are possibly applied but in particular situations

3.1. Transforming specific word to a more general word

This procedure is not recommended to translate special kind of text like shipbuilding contract because of its requirement of clearness and accuracy but in some situation, the translator can still use this procedure. For example, to

describe A plastic enclosure which surrounds an underground valve to protect it yet still allow access to the valve, the engineers can use the words like “Valve box”, “Valve cage”, “Valve casting” and all of these words can be translated as “Hộp van”.

3.2. Omission

Same reason as “Transforming specific word to a more general word”, this procedure is not recommended but in some situations, the translator can omit a part of the sentence without changing or affecting the meaning of the whole text.

Eg: “Any request for changes shall always be made by DAMEN to the SELLER in writing who shall not unreasonably withhold its consent.”

This sentence can be translated like this

⇒ “Bất cứ một sự thay đổi nào cũng luôn phải được DAMEN thông báo bằng văn bản cho BÊN BÁN.”

In this translation, the part of “who shall not unreasonably withhold its consent” is omitted but this omission does not affect the message that the sentence conveys

PART III: CONCLUSION

Translation has become an interesting field for its role in making the business done well is more and more important. Moreover, translation of contract, particularly like shipbuilding contract, requires the translator much more than fluent English because of its typical characteristics. The study above is carried out with the aims, which are stated in Part I of the study, of introducing a general over view of translation, contract in general and shipbuilding contract in particular and providing some suggestions to effectively translate commercial shipbuilding contract.

The major part of the study is Part II: Development which includes 3 chapters. The first chapter of this part is “Theory Background” which introduces the definitions, procedures of translation of some scholars like Peter Newmark, Eugene A. Nida, Mahmoud Ordudari... and a few basic guidelines for good translation suggested by website *homepage.mac.com*. Besides, the chapter also indicates some definitions and classification of contract and commercial contract. The next chapter focuses on shipbuilding contract including definitions, classification in terms of form, the language used in shipbuilding contract which is shown by three factors: formal words, archaic words and common words with uncommon meanings, specifications and plans in shipbuilding contract and the technical terms which divided into 2 types: the general terms that often used in contracts and the technical terms used in shipbuilding contract. The technical terms of shipbuilding contract are divided into 4 groups and the fourth one including 2 subgroups. Each of the groups has its own characteristic and translation procedure. The final chapter, the most important part of the study, is the suggested procedures to effectively translate shipbuilding contract. After a throughout research on shipbuilding contracts, the researcher suggests that communicative and literal translation are 2 acceptable procedure but communicative translation is the most suitable

procedure to translate shipbuilding contract. Besides, to deal with technical terms, the researcher indicates 3 procedures that applicable for specified group of technical terms: paraphrasing for group 1, using loan words for group 2&4 and naturalization for group 3. In addition, the researcher suggests 2 procedures that are useable but not recommended and only useable in particular situations: Transforming specific word to a more general word and omission

The final part is conclusion and references of the study.

I hope with my study I can contribute some techniques that can help the shipbuilding contract translation become easier. However, the time and knowledge is limited, mistakes and shortcomings are unavoidable. Any further comments and contributions for perfection of this paper are gratefully appreciated

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