



Comparison of International Legal Text in Chinese and English under the Perspective of Functional Equivalence Theory--A Case Study of the Economic and Trade Agreement between China and United States

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Abstract. In recent years, international legal documents have attracted academic attention regarding bilingual equivalence. However, there have been no case studies on linguistic comparison between the Chinese and English versions of the China-US Economic and Trade Agreement. Based on the theory of functional equivalence, this paper compares the two versions from two dimensions: lexis and syntax. The study finds that at the lexical level, the document uses methods such as near equivalence of terms, equivalence of formal style, contextualized word selection, explanatory partial equivalence, and addition or omission of words to achieve semantic equivalence. At the syntactic level, it adopts methods such as nominalization, explicit reference, active-passive voice conversion, explicit logical relations, and adjustment of prepositional phrase positions. This study verifies that functional equivalence theory is applicable to international legal texts. This paper suggests that semantic and functional equivalence should be prioritized over formal equivalence in the translation of international legal texts.

Keywords: Functional Equivalence; International Law; China-US Economic and Trade Agreement; Linguistic Comparison; Translation Strategies

1 Introduction

International cooperation are becoming more and more common recently. This makes international legal texts very important for international communications. International legal agreements directly affect how both parties understand and implement the policy. Therefore, different language versions of the text must correspond to each other accurately, professionally, and formally.

Different language versions of the same text should be comparatively studied based on translation theories. Eugene A. Nida was a distinguished American linguist and translation theorist. He proposed the concepts of "formal equivalence" and "dynamic equivalence". Based on his theory, translation studies and translation practices shifted from literal correspondence to target language readers' response [1]. He wrote that because of the differences between languages and cultures, it is difficult to have complete equivalence in both form and content between the source text and the target text. Later

on, he replaced the term "dynamic equivalence" with the term "functional equivalence" [2].

Functional equivalence theory is a classical theory in translation studies. Nida wrote that translators should express the source information in the target language with the closest natural equivalent, both in meaning and in style [3]. The theory says that equivalence means the texts should trigger similar responses for both source language and target language readers. Also, it is more important to express the original meaning than to keep the original linguistic form and structure. Functional equivalence has multiple aspects, including equivalence of words, syntax, text, and style. According to the degree of equivalence, functional equivalence can be further divided into near, partial, and non equivalence. Translators are required to use strategies such as direct correspondence, lexical expansion, and descriptive paraphrasing according to the context [4].

The application of functional equivalence theory in Chinese-English comparison of legal texts has largely been researched. Scholars have examined the meanings, equivalents, and translation strategies of lexemes with distinct characteristics. It has been suggested that legal translation should consider contextual factors of legal terminology, as well as the challenges of cross-cultural and cross-jurisdictional communication [5]. Others took the Amendment (XI) to the Criminal Law of the People's Republic of China as an example and studied legal text translation from lexical, syntactic, textual, and stylistic equivalence. They summarized cases that involved legal terms, the use of shall, active and passive voice shifts, and context-dependent word selection [6]. Similarly, studies on the Contract Part of the Civil Code of the People's Republic of China have identified lexical strategies such as semantic narrowing, use of synonyms, nominalization and formulaic expressions; they also identified syntactic approaches involving modal verbs, complex long sentences and unified textual structure [7]. In addition, some scholars studied more specific topics, such as passive voice in syntactic structures [8].

This study used the official Chinese and English versions of the China-US Economic and Trade Agreement. Both were released on the website of the Ministry of Commerce of the People's Republic of China.

2 Lexical Equivalence

Lexical equivalence refers to the direct or similar correspondence between words in two languages, so that target language readers can understand the source language words accurately. It involves not only the literal form but also the contextual and cultural background. According to recent studies, lexical translation in legal texts is based on three major principles: function, accuracy, and authority, and an imbalance between precision and authority can be eliminated [9].

2.1 Near Equivalence of Legal Terms

Professional terms are words specific to the legal field. They express legal concepts precisely and avoid ambiguity. In bilingual versions of legal texts, it is necessary to understand the meaning of such terms and identify corresponding expressions in both languages. This requires near equivalence, which means that the attribute of a term in

one of the languages is identical to or includes the other. According to functional equivalence theory, direct counterparts of these terms are usually used. In this way, equivalence in both content and form can be achieved.

For example, in the Agreement, the Chinese term "条款" corresponds to "provision" rather than "term" or "clause" in the English version. In legal texts, "provision" specifically refers to a binding formal article in laws, treaties or regulations. This is consistent with the Chinese "条款" in legal concept, semantic scope and pragmatic function. By contrast, "term" refers to general contractual clauses, and "clause" refers more to structural units. Neither of them fully covers all essential attributes of the legal term.

2.2 Stylistic Equivalence of Formal Lexis

Legal texts must obey the norms of legal language in different language versions to ensure consistent style. In other words, lexical and sentence choices should be equally formal and rigorous in both languages.

For instance, in the Agreement, expressions such as "为此", "特此" and "据此" correspond to "hereby". Legal English has numerous archaic terms to show its rigor and formality. In ordinary English, "here" is commonly used, but in legal English, it is combined with other adverbs to form terms like "hereby". Such archaic expressions carry a solemn tone that matches the style of formal Chinese phrases such as "特此".

Similarly, "列出" corresponds to "enumerate" rather than "list". "Enumerate" means "to list one by one in order". Compared with "list", it conveys the meaning of methodical, sequential and complete enumeration, which conforms to the solemnity of legal documents.

2.3 Contextual Equivalence of Polysemous Terms

Synonymy is common in Chinese-English legal correspondence. For instance, "procedure" and "proceeding" may be regarded as synonyms in general contexts, but are distinguished in legal English. In the present text, the following correspondences appear: 民事程序--civil proceeding; 刑事程序--criminal procedure; 监管程序--regulatory proceeding. Procedure refers to "a fixed, standardized set of processes or steps", while proceeding refers to "formal activities or legal proceedings, often emphasizing an ongoing status or specific event". Civil proceedings and regulatory proceeding are specific ongoing activities and processes, hence the use of proceedings. Criminal procedure, however, is more about the standardized steps that people take when they deal with criminal cases. Therefore, the word "procedure" was used.

2.4 Semantic Equivalence Through Lexical Variation

Sometimes there are no equivalent terms between two languages, and near equivalence is impossible. In this case, partial equivalence can be used. This means that the terms in the two languages share most of their essential attributes.

For example, the phrase "将... 列为禁止行为" corresponds to "encompass ... in the scope of prohibited acts" in the English version. Encompass generally means "to include or comprise", which is not equivalent to "列为". However, the meaning of "inclusion within the scope" and "explicit prohibition" in this context is preserved, so the legal information is still expressed accurately.

2.5 Semantic Equivalence Through Addition and Omission of Words

The text also adds or omits words according to the context. For example, "治疗和治愈疾病的新方法" corresponds to "new treatments and cures". The text left "疾病", or "diseases", unattended. This is because the phrase treatments and cures contains the meaning of "for diseases", so the phrase "for diseases" is redundant. Omitting "疾病" makes the text concise and still expresses the major information.

3 Syntactic Equivalence

Syntactic equivalence refers to structural similarity between corresponding constituents in sentences of different languages, to achieve grammatical symmetry. Syntactic equivalence is not merely formal correspondence. It makes the target text conform to the grammar of the target language, so that target language readers will think that the text is natural. To pull this off, the formal structure of the source language is often adjusted.

3.1 Nominalization

Nominalization is a common strategy in Chinese-English legal text correspondence. Verbs, adjectives, adverbs or prepositional phrases in Chinese are usually turned into nouns in English. Nominalization changes relational elements, processes, circumstances and qualities in Chinese into participants or entities in English. By doing so, nominalization reduces focus on the agent. This makes the text more technical and objective. Therefore, it is often used in formal writing. For example, in the Agreement, the Chinese phrase "以下合称'双方'" corresponds to "Collectively the 'Parties'" in English, instead of "collectively called the 'Parties'". The verb was omitted.

3.2 Explicit Reference

Chinese is a paratactic language. Semantic coherence can be implied by contextual association and implicit logic. As a result, subjects, pronouns and other referential elements are often omitted in Chinese. By contrast, English is a hypotactic language. It relies on explicit grammatical structures to make sentence structures complete. Reference relations must be marked by pronouns. Therefore, pronouns are usually added in the English version if the Chinese texts have omitted them.

For instance, "认识到双边经贸关系的重要性" corresponds to "Recognizing the importance of their bilateral economic and trade relationship". The possessive pronoun "their" is added, although it does not appear in the Chinese text. This addition clarifies the two parties that the "bilateral relationship" refers to. This avoids ambiguity in the English text.

3.3 Active-Passive Voice Conversion

In Chinese texts, subjects are often unclear or omitted. In such cases, passive voice is often used in the English counterpart. Even when a Chinese sentence does have an explicit subject, shifting from active to passive voice can weaken the agent and emphasize the action itself or its patient. This adds to the objectivity and technicality of legal texts.

For example, "承认双方提出的现有贸易和投资关切" corresponds to "Acknowledging the existing trade and investment concerns that have been identified by the Parties". The passive voice weakens focus on "the Parties" and emphasizes "trade and investment concerns" as the patient.

3.4 Explicit Logical Relations

Similar to reference, Chinese often omits logical connectives. Readers are expected to infer the meaning from context. However, English requires connectives to clarify the logical relations between clauses, so connectives have to be added to the English text.

Explicit Temporal Logic. Adding prepositions of time shows the temporal logic between clauses. For example, "对于在... 情形下获得的商业秘密, 未经授权予以披露或使用" corresponds to "Unauthorized disclosure or use that occurs after the acquisition of a trade secret under circumstances...". The temporal sequence in Chinese is implicit. No direct marker indicates which action happens first. The meaning implies that acquisition precedes disclosure or use. The English version adds the preposition "after" to show the hidden temporal order.

Explicit Coordinate Logic. Explicit logic can also be shown through coordinate relations by adding conjunctions. For instance, the Chinese phrase "... 有利于建设创新型国家, 发展创新型企业, 推动经济高质量发展" corresponds to "is in the interest of building an innovative country, growing innovation-driven enterprises, and promoting high quality economic growth." Chinese coordinate structures usually rely on word order rather than conjunctions. The Chinese text contains three parallel verb-object constructions that imply a conjunctive relation. In English, however, the conjunction "and" must be added before the final item to make sure the grammar is complete.

Explicit Modifying and Restrictive Relations. A third way of explicit logic in English is converting Chinese coordinate clauses into English subordinate clauses. In this way, implicit modification or restriction can be shown. For example, "中国正从重要知识产权消费国转变为重要知识产权生产国, 中国认识到, 建立和实施知识产权保护 and 执行的全面法律体系的重要性" corresponds to "China recognizes the importance of establishing and implementing a comprehensive legal system of intellectual property protection and enforcement as it transforms from a major intellectual property consumer to a major intellectual property producer". Chinese often presents background and core information as coordinate clauses. Readers can infer the underlying logical relation. In the Chinese text, the first clause provides background and the second one expresses the main message. There is a subordinate temporal relation. The English version, in contrast, uses the *as*-clause for background and the main clause for the core message. The implicit subordination is made explicit through syntactic hierarchy. This is in line with the fact that English prefers hierarchical logic and tends to emphasize the main information.

Adjustment of Prepositional Phrase Position. Post-positive attributes are very common in English. Prepositional phrases serving as post-positive attributes usually follow the elements that they modify. They often have restrictive or descriptive functions. Chinese, however, does not permit restrictive post-positive prepositional phrases. Instead, they usually precede the elements they qualify [10]. Therefore, in Chinese-English legal correspondence, the order of sentence constituents is frequently inverted to conform to the syntax of each language.

For example, the Chinese phrase "对未经授权披露商业秘密或保密商务信息的行为实施...和行政处罚..." corresponds to "Provide ... and administrative penalties ..., for the unauthorized disclosure of a trade secret or confidential business information". In Chinese, the prepositional phrase "对...的行为" precedes the main predicate, whereas in English the phrase "for the..." is placed after the main information it modifies.

4 Conclusions

Functional equivalence theory is an important guideline for international legal documents. It ensures that information in legal texts is unambiguous, and that both parties get the same level of information and understanding. It also retains the authority and binding force of legal language. In reality, legal translation should take functional equivalence as the guiding principle to balance semantic faithfulness and linguistic naturalness. This linguistic clarity can support the effective implementation of international treaties. Overall, the Chinese and English versions of the China-US Economic and Trade Agreement successfully achieve functional equivalence through multiple approaches. Legal rights and obligations are accurately expressed. Priority is given to semantic and stylistic equivalence. Adjustments to formal structures are made to make both versions natural and grammatical. Therefore, readers of the two languages should receive the same level of information and have similar response to the text.

This study is based on the theory of functional equivalence. It analyzes the official Chinese and English texts of the China-US Economic and Trade Agreement. The paper concludes that there are multiple lexical and syntactic strategies used in the documents. The current study verifies the application of functional equivalence theory in international legal texts. It can provide a reference for translation practice and comparative studies of similar texts.

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