

English-Vietnamese And Vietnamese-English Commercial Contract Translation: Common Deviations And Gaps In Legal Translation Training

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Abstract

This study analyzes translation deviations in English-Vietnamese and Vietnamese-English commercial contracts and compares the findings with university-level legal translation training. The dataset comprises 70 source-target pairs from 35 enterprises in Ho Chi Minh City and a survey of 21 higher education institutions. Drawing on Koller, Halliday, the European Master's in Translation (EMT) framework, and ISO standards, the study develops a four-category matrix: referential meaning, interpersonal meaning, textual norms, and style and reception. The findings indicate that synonymous word chains, lexical style, polysemous words, reference, specialized terminology, negation, exceptions, conditions, and modality should be prioritized in quality checks. Specialized training is not uniformly available. The article recommends strengthening competence in reading contract structure, terminology management, source-target comparison, bilingual editing, and legal review to reduce risks in cross-border transactions.

Keywords: commercial contract translation; legal translation; translation deviations; translation training.

Date of Submission: 22-06-2026

Date of Acceptance: 02-07-2026

I. Introduction

In the context of integration, Vietnamese small and medium-sized enterprises use contracts, transactional documents, and correspondence in English. These instruments establish rights, obligations, conditions of performance, risk allocation, and mechanisms for dispute resolution. Accordingly, inappropriate translation choices concerning terminology, parties, negation, modality, or the scope of reference may distort the agreed content in the target text. The risk does not lie in formal differences themselves, but in the possibility that users will understand differently which party bears responsibility, what action is required, when it must be performed, or under what conditions.

Contract translation entails reproducing legal function rather than substituting words between two languages. The meaning of a term, modality, exception, or cross-reference can be determined only after the contractual definitions, relationships among provisions, governing law, and transactional purpose have been considered. Quality assessment should therefore prioritize referential meaning, legal force, terminological consistency, clarity of reference, and genre appropriateness.

The study analyzes 70 source-target text pairs of commercial contracts provided by 35 enterprises in Ho Chi Minh City, including 35 English-to-Vietnamese and 35 Vietnamese-to-English translations. The second data source is a survey of 21 higher education institutions—nine public and twelve non-public institutions—regarding commercial legal translation content. The figures describe the sample only. Because no data are available on the educational histories of the individuals who produced each translation, the comparison of the two data sources is intended only to identify areas for priority improvement and does not support causal inference.

The research gap lies in the lack of a link between the analysis of deviations in translated commercial contracts and information on the extent to which specialized training content is available. The article combines Koller's equivalence framework, Halliday's register model, the EMT competence framework, and ISO standards to construct a matrix of four categories: deviations in referential meaning, deviations in interpersonal meaning, deviations in textual norms, and deviations in style and reception. The study aims to identify common deviations, explain their effects on legal function, and compare the results with training provision. It addresses three questions: Which deviations occur in the two translation directions? How are they distributed when reported separately? To what extent do the programs of the 21 institutions cover the relevant competences? The study's contribution is to shift attention from formal similarity to meaning preservation and risk management.

II. Literature Review And Theoretical Framework

Commercial Legal Translation and Requirements for Quality Assessment

Commercial legal translation lies at the intersection of language, law, and business activity. Contracts do not merely describe transactions; they also establish rights, obligations, conditions of performance, mechanisms for dealing with breach, and legal consequences. Šarčević (1997) argues that a legal translation must achieve an appropriate legal effect in its context of reception, while Cao (2007) notes that linguistic equivalence does not automatically produce legal equivalence. Contract translations therefore cannot be assessed solely through word correspondences or the degree to which they follow sentence structure.

A translation must convey the parties, subject matter, scope, duration, conditions, rights, obligations, exceptions, remedies, and cross-references. For example, an ambiguous translation of a pronoun or an exception clause may alter the scope of an exclusion of liability; rendering a mandatory modality as mere possibility may weaken binding force. Conversely, differences in word order, sentence length, or formality are not deviations in themselves when the meaning and communicative function of the contractual provision are preserved.

Genre research indicates that a translated sentence must be interpreted within the contract as a whole. According to Bhatia (1993), professional genres are associated with communicative purposes and professional conventions. Commercial contracts commonly contain definitions, subject matter, price, payment, delivery, warranties, force majeure, termination, governing law, and dispute resolution. The unit of analysis must therefore be examined in relation to the relevant clauses, appendices, and definitions.

Koller's Equivalence Framework

Koller's (1995) equivalence framework identifies what must be preserved when meaning is transferred from source to target. Denotative equivalence covers events, objects, quantities, time limits, locations, conditions, and actions. Connotative equivalence concerns the nuances of terms, legal verbs, and expressions of warranty, exemption, compensation, or breach. Text-normative equivalence concerns terminological consistency, clause structure, numbering, and reference. Pragmatic equivalence asks whether target readers correctly identify the relevant rights, obligations, and legal consequences.

Form should be considered only after accuracy, clarity, and enforceability have been secured. This distinction helps avoid evaluating translations by dictionary matching alone. A familiar term may carry a different specialized meaning, and a traditional formulation may be replaced by a more contemporary expression provided that its scope of meaning and reference remain clear. A mistranslation of a quantity or condition belongs to the denotative dimension; changing “may” into “must” may alter connotation and pragmatic effect; and using two translations for the same term may disrupt textual norms.

Halliday's Register Framework

Halliday (1994) contributes an analytical tool through register, comprising field, tenor, and mode. Field reflects the transaction, such as goods, payment, delivery, warranties, compensation, or disputes. Tenor expresses the legal positions of the parties through modality, pronouns, active and passive voice, conditional clauses, and the identification of parties. Mode concerns written discourse, information sequence, cohesion, and systems of cross-reference.

Drawing on Halliday, the study distinguishes experiential, interpersonal, and textual deviations. Experiential deviations occur when the subject matter, action, condition, time, or scope of the transaction changes. Interpersonal deviations arise when an obligation is rendered as an option, an option is rendered as a commitment, or the party responsible is obscured. Textual deviations concern ambiguous references, cohesion, terminology, headings, or numbering.

Translation Competence, Quality Standards, and the Analytical Matrix

EMT 2022 broadens the perspective from the product to professional competence: language and culture, translation, technology, service provision, and personal and interpersonal competence. In commercial contracts, these competences are reflected in the ability to read clause structure, consult reliable legal sources, manage terminology, use tools, document translation decisions, and collaborate with editors or lawyers. ISO 17100:2015 establishes process and resource requirements that affect service quality, while ISO 20771:2020 specifies competence and confidentiality requirements for legal translation.

ISO 18587:2017 specifies requirements for full human post-editing of machine translation output. On the basis of these frameworks, the study develops a matrix of four coding categories. The referential-meaning category includes terminology, parties, subject matter, figures, time limits, conditions, and contractual events. The interpersonal-meaning category includes modality, rights, obligations, prohibitions, warranties, exemptions, and liability. The textual-norms category includes reference, cohesion, clause structure, terminological consistency, and numbering. The style-and-reception category considers clarity, concision,

comprehensibility, and genre appropriateness. The matrix does not treat formal differences as deviations unless they omit, add, alter, or create ambiguity in legal meaning. It provides a common basis for coding, analysis, and a cautious comparison with training.

III. Methodology

Research Design

The study uses a convergent mixed-methods design to place translation and training data within an interpretive framework. According to Creswell and Plano Clark (2018), this design is used when two data strands are analyzed separately and then integrated to address a common problem. The first strand combines descriptive statistics with qualitative comparison of source-target pairs; the second surveys commercial legal translation content at universities. The two strands carry equal weight, but they are not used to test a causal relationship between training and translation quality.

Cases, Sample, and Data Sources

The case unit is a source-target pair of commercial contracts, and the coding unit is a deviation at the level of a phrase, sentence, or clause. A clause may contain multiple manifestations and codes. The sample consists of 70 text pairs provided by 35 enterprises in Ho Chi Minh City: 35 English-to-Vietnamese and 35 Vietnamese-to-English cases. The sample was accessed by convenience; pairs with both source and target texts and sufficient context to identify clause function were purposively selected. Documents lacking a source text, consisting of isolated excerpts, or lacking an identifiable translation direction were excluded.

The records do not fully specify dates, sectors, translators, governing law, length, or signing dates. These variables are treated as limitations and are neither inferred nor used for generalization. A sample-description table should report retrievable information: translation direction, contract type, number of clauses, source and target word counts, and anonymization status. Such information would facilitate assessment of data diversity and comparison of deviation density rather than merely the number of pairs containing deviations.

The training data comprise 21 higher education institutions: nine public and twelve non-public institutions. The questionnaire recorded three forms of provision: a stand-alone commercial legal translation course; content embedded in economic and commercial translation; and no specialized content. Specialized teaching materials should be reported against the number of institutions that actually implement the relevant content, rather than automatically using a denominator of 21. Responses were cross-checked against syllabi, curricula, or publicly available materials where available, and self-reports should be clearly identified.

Coding Framework and Criteria for Identifying Deviations

The coding framework draws on Koller, Halliday, EMT, and ISO. Each code has a definition, indicators, examples, and rules for handling overlap. A choice is recorded as a deviation only when comparison of the source, context, and legal conventions shows that it omits, adds, alters, or makes meaning ambiguous. Severity is recorded according to impact: low when it affects fluency; moderate when it reduces clarity or consistency; and high when it may alter rights, obligations, conditions, or legal consequences. This classification does not replace a lawyer's judgment on contractual validity.

Data-Analysis Procedure and Techniques

The analytical procedure consists of five stages. First, enterprises, contracts, source-target pairs, and translation directions are listed and coded. Second, the texts are segmented by clause and sentence, with the location, source, target, context, and tentative code recorded. Third, two coders independently pilot the coding manual, compare disagreements, and revise definitions before full coding. Fourth, a record is kept for cases with multiple codes or multiple possible interpretations. Fifth, data are aggregated at the levels of manifestations, clauses, and text pairs.

Intercoder reliability is to be reported using Krippendorff's alpha, following Krippendorff (2019). However, the current records do not provide an alpha value; the manuscript therefore does not claim that a reliability threshold has been achieved. The results should report the proportion of data coded independently, the number of disagreements, the reconciliation procedure, and alpha where it is recalculated. If this information cannot be added, the absence of intercoder verification should be stated clearly in the limitations section.

Quantitative analysis reports the number of pairs containing at least one deviation for each indicator, the number of manifestations, percentages, density per 1,000 words or clauses, and distribution by translation direction. Percentages for coding categories must not be added to obtain an overall percentage because a pair may carry multiple codes. For tables separating English-to-Vietnamese and Vietnamese-to-English translation, Fisher's exact test or exploratory chi-square analysis may be used to examine differences;

because the sample is small and non-probabilistic, findings have only cautious descriptive value. Qualitative analysis presents the source, translation, type of deviation, effect, proposed revision, and rationale for representative cases.

Data Integration, Ethics, and Limitations

After the two analytical strands are completed, a comparison table places prominent deviation categories alongside the coverage of corresponding training content: terminology, modality, reference, editing, and technologies that support control. Coincidence is only an indicator of priority for improvement, not evidence of causation. The study protects the names of enterprises, partners, contract numbers, and identifying details; examples quote only the necessary parts after anonymization. Limitations include the geographical scope, sample size, non-probability sampling, self-reported data, missing descriptive variables, and the absence of intercoder verification.

Table 1. Data Sources and Units of Analysis

Data strand	Unit of analysis/reporting	Scale	Notes
Contract translations	Source-target text pair	70 pairs	35 English-Vietnamese; 35 Vietnamese-English; 35 enterprises
Training survey	Higher education institution	21 institutions	9 public; 12 non-public
Coding unit	Phrase, sentence, or clause	Multiple codes per pair	One pair may contain multiple manifestations of deviation

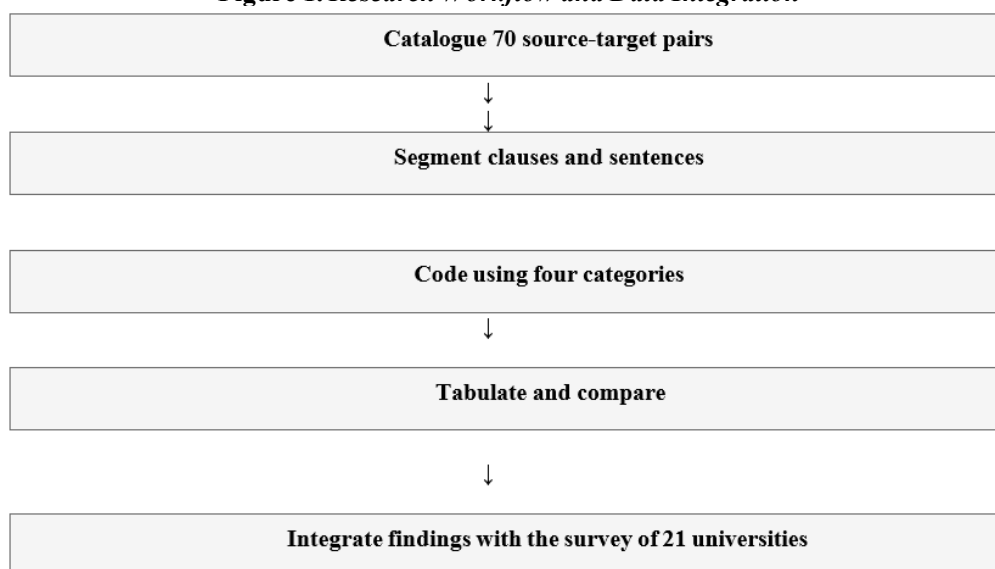
Source: Compiled by the author.

Table 2. Proposed Coding Matrix

Coding category	Content identified	Criterion for recording a deviation
Referential meaning	Terminology, parties, subject matter, figures, time limits, conditions	Loss, addition, alteration, or ambiguity in legal meaning
Interpersonal meaning	Modality, rights, obligations, prohibitions, warranties, exemptions	Change in legal force, liability, or right of choice
Textual norms	Reference, cohesion, clause structure, consistency, numbering	The referent or relationship among provisions cannot be determined
Style and reception	Clarity, concision, vocabulary, genre appropriateness	Reduced ability to understand the function of the provision correctly

Source: Developed by the author from Koller (1995), Halliday (1994), European Commission (2022), ISO 17100:2015, and ISO 20771:2020.

Figure 1. Research Workflow and Data Integration



Source. Developed by the author.

IV. Results And Discussion

Scope for Interpreting the Results

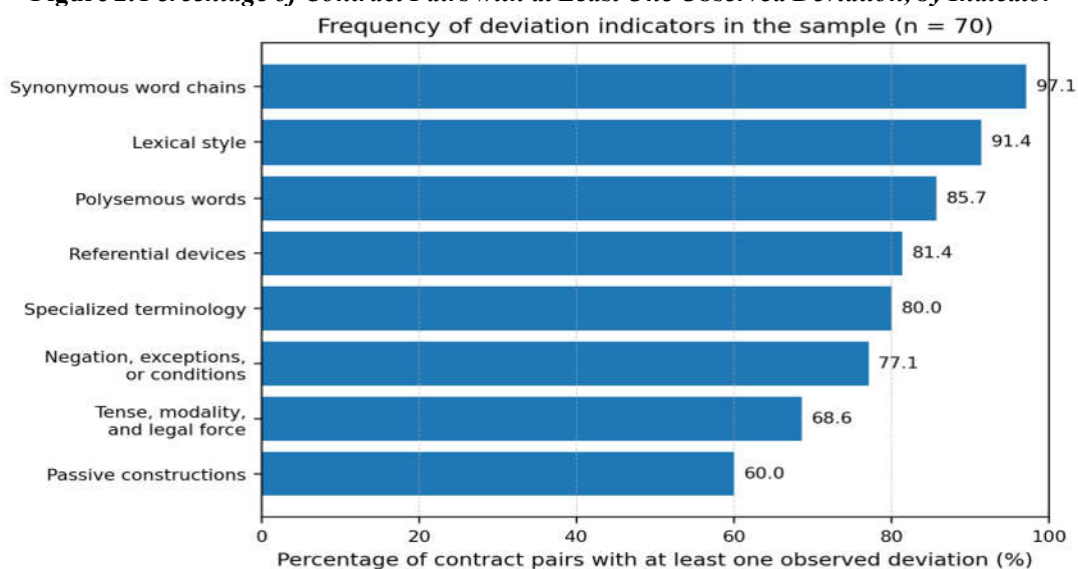
Results are reported at the level of source-target pairs. Table 3 presents the number of pairs containing at least one manifestation of deviation for each indicator among 70 contract pairs; it is not a count of total errors. A pair may contain multiple indicators; therefore, percentages do not add up to an overall percentage and do not directly reflect severity. The figures describe the sample from 35 enterprises. Interpretation combines frequency with clause function but is not generalized to Vietnamese enterprises as a whole or to translators' competence.

Table 3. Contract Pairs Containing at Least One Observed Deviation, by Indicator

Standardize d coding category	Indicator	Pairs (n = 70)	Percentage (%)
Referential meaning	Treatment of polysemous words	60	85.7
Referential meaning	Treatment of specialized terminology	56	80.0
Referential meaning	Treatment of synonymous word chains	68	97.1
Referential meaning	Negation, exceptions, or conditions	54	77.1
Interpersonal meaning	Tense, modality, and legal force	48	68.6
Textual norms	Pronouns and referential devices	57	81.4
Textual norms	Voice shifts that obscure or alter the responsible party	42	60.0
Style and reception	Lexical style	64	91.4

Source. Compiled by the author.

Figure 2. Percentage of Contract Pairs with at Least One Observed Deviation, by Indicator



Source: Derived from Table 3.

Deviations in Referential Meaning and Specialized Terminology

Table 3 shows that indicators in the referential-meaning category occur at high frequencies in the sample. Synonymous word chains were recorded in 68 of 70 pairs (97.1%); polysemous words in 60 pairs (85.7%); specialized terminology in 56 pairs (80.0%); and negation, exceptions, or conditions in 54 pairs (77.1%). These indicators do not reveal the total number of manifestations in each pair and do not establish that every treatment was inappropriate. Rather, they identify the principal checking priorities for editing contracts in the surveyed sample.

Synonymous word chains have the highest percentage. Phrases such as terms and conditions, null and void, loss, damage and expense, or valid and effective may create scope or emphasis. The presence of several English elements does not automatically require corresponding repetition in Vietnamese. The

translation should preserve the scope of meaning, neither omitting an element with independent legal effect nor adding words unsupported by the source. Likewise, when translating into English, synonymous word chains should not be created merely to increase formality. Under Koller (1995), the relevant checkpoint is the correspondence of the events and relationships referred to, not the number of surface words.

Polysemous words were recorded in 60 pairs. Units such as execute, perform, discharge, security, consideration, default, remedy, undertaking, and indemnity can be determined only after clause structure, the transaction's subject matter, internal definitions, and governing law have been examined. For example, execute may refer to signing, completing, or performing an instrument; security may refer to a security arrangement, collateral, or confidentiality. Reliance on a general dictionary without checking conditions, obligations, and consequences may create deviations in referential meaning. This is consistent with Cao (2007): linguistic correspondence is insufficient to ensure legal equivalence when conceptual scope does not coincide.

Specialized terminology was found in 56 pairs, concentrated in payment, delivery, insurance, guarantees, indemnification, arbitration, and governing law. Terms such as letter of credit, documentary collection, force majeure, liquidated damages, governing law, and indemnity should be checked against contractual definitions, legal sources, and professional practice. Reliance on a single general glossary may overlook meanings assigned by the parties themselves. Editors should therefore verify consistency across clauses, the definitions section, appendices, and related transaction documents.

The category of negation, exceptions, and conditions appeared in 54 pairs. Structures such as unless, except, provided that, failing which, without prejudice to, save as, and neither party do not express the same logical relationship. The general rule, condition, exception, and consequence should be separated before a target-language sentence is chosen. Omitting the scope of except may expand liability, while translating unless as an affirmative condition may reverse the relationship. Because of their direct effects on rights, obligations, and exemptions, these forms should be prioritized in the review checklist. However, the study contains no data on disputes or actual losses and cannot convert frequency of occurrence into an absolute measure of legal risk. The findings suggest the use of a consistent project glossary, condition diagrams, and a source-target comparison procedure before approval.

Interpersonal Deviations, Reference, and Textual Norms

The remaining indicators reflect interpersonal, textual, and reception-related deviations. Deviations in tense, modality, and legal force were recorded in 48 of 70 pairs (68.6%); reference through pronouns or referential expressions in 57 pairs (81.4%); shifts involving passive constructions in 42 pairs (60.0%); and lexical style in 64 pairs (91.4%). The issue is not limited to terminology; it also concerns the identification of parties, obligations, rights, and relationships among provisions. These features must be assessed in the context of the clause.

Modality determines legal force. Shall, may, must, will, be entitled to, subject to, and conditional structures may establish obligations, options, restrictions, commitments, or contingencies. There is no mechanical rule that shall always means 'must' or that may always means 'has the right to.' The party, degree of compulsion, triggering condition, and consequence must be identified. Halliday (1994) treats modality as an interpersonal resource; in contracts, a change in modal force may alter the legal relationship. The percentage of 68.6% indicates that an editing checklist should examine the legal force of the entire proposition, not merely an individual verb.

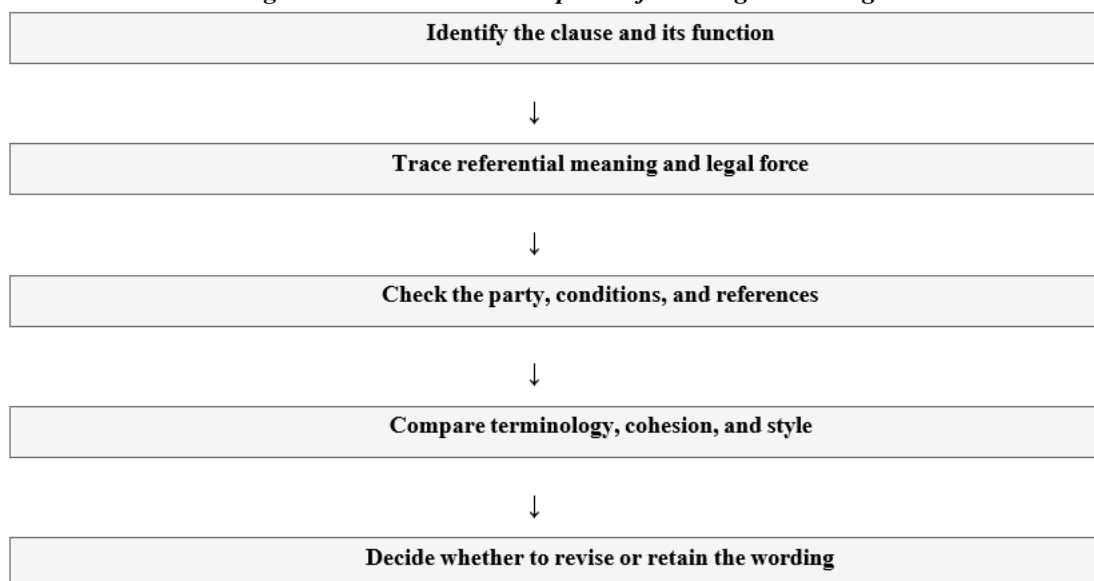
Reference occurred in 57 pairs, making it the second-highest indicator. This, that, such, hereof, herein, thereof, thereunder, the same, and Vietnamese pronouns may connect clauses, appendices, obligations, or other documents. A deviation occurs when the reader cannot identify the object, clause, or instrument being referred to, or when a reference permits two reasonable interpretations. Traditional expressions do not guarantee quality; a modern text may repeat a noun or identify a clause number to reduce ambiguity. Each reference must be traceable to a determinate object and consistent with the definitions. This is text-normative equivalence in Koller's (1995) sense.

Passive constructions were recorded in 42 pairs, the lowest percentage but still worthy of attention. Passive voice may foreground a result, object, or process and need not always be converted to active voice. If the source deliberately leaves the actor open, a translation that supplies an actor may change the scope of the obligation. Conversely, a target text that obscures the actor when the source identifies responsibility may leave readers uncertain about which party must act. Editing should examine the verb, actor, object, and context rather than privilege one voice pattern.

Lexical style was recorded in 64 pairs. A translation cannot be judged insufficiently legal merely because it does not use archaic vocabulary or lengthy constructions. Williams (2007) emphasizes the balance between tradition and accessibility in legal English. A stylistic deviation should be recorded only when word choice reduces clarity, confuses the party or condition, disrupts consistency, or is incompatible with the function

of the provision. Vocabulary should be assessed for accuracy, consistency, clarity, and genre appropriateness rather than for rhetorical elaboration.

Figure 3. Clause-Review Sequence for Bilingual Editing



Note. Developed by the author based on Koller (1995), Halliday (1994), ISO 17100:2015, and ISO 20771:2020.

Comparison of Translation Directions and Data Limitations

The sample includes 35 English-Vietnamese and 35 Vietnamese-English pairs. However, Table 3 reports only pooled data for all 70 pairs. Without a cross-tabulation of indicators by translation direction, the study cannot determine which deviations are more frequent in each direction, calculate separate densities, or test for differences. Inferring that one direction is 'more difficult' from pooled percentages would exceed the data. The results therefore describe only the overall presence of deviations.

This limitation is theoretically important. English-to-Vietnamese translation may require interpretation of concepts, conditions, and legal structures, whereas Vietnamese-to-English translation may require choices concerning collocation, modality, and English drafting conventions. These are analytical hypotheses, not findings from the sample. Differences may also be associated with genre, governing law, length, sector, translator, tools, and editing; these variables were not fully recorded. This caution must be maintained in the discussion.

Table 4 presents the recommended reporting format. For each indicator, the report should state the number of pairs containing at least one deviation out of 35 English-Vietnamese and 35 Vietnamese-English pairs, the percentage, the number of manifestations, density per 1,000 words or clauses, and severity. Where a cross-tabulation is available, Fisher's exact test is more appropriate than chi-square analysis when expected cell frequencies are small; results should be accompanied by confidence intervals and effect sizes. Statistical inference remains exploratory because the sample is non-probabilistic. Reporting separately by direction would answer the second research question directly without overstating the evidence.

Table 4. Recommended Format for Disaggregated Reporting of Deviations by Translation Direction

Indicator	English-Vietnamese (n = 35): pairs / percentage	Vietnamese -English (n = 35): pairs / percentage	Number of manifestations	Density per 1,000 words or clauses	Severity
Report each deviation indicator separately	To be reported	To be reported	To be reported	To be reported	low / moderate / high

Note. This table operationalizes the supplementary reporting format described in Section 4.4; it does not introduce new sample data.

Findings from the Survey of Training Programs

The survey of 21 institutions shows that all offered translation courses containing general economic and commercial content. Four of 21 institutions (19.0%) offered a stand-alone course; 5 of 21 (23.8%)

embedded the content; and 12 of 21 (57.1%) had no commercial legal translation content.

Specialized teaching materials use a different denominator. Three institutions represent 14.3% of all 21 institutions, but 33.3% of the nine institutions that implement either stand-alone or embedded content. This presentation distinguishes coverage across the full sample from investment in instructional materials among implementing institutions.

The findings suggest that specialized training is not uniformly available, but they do not demonstrate that training causes the deviations shown in Table 3. Translators may not have studied at the surveyed institutions; enterprises may outsource translation; and quality is also affected by sector, cost, time constraints, tools, editing, and lawyers. The data comparison only helps prioritize competence in reading contract structure, terminology, modality, reference, and bilingual editing. These areas are consistent with EMT 2022's orientation toward translation, technology, and service-provision competence (European Commission, 2022).

A subsequent survey should report the sampling frame, response rate, classification criteria, and evidence used to cross-check syllabi. It should record credits, learning outcomes, teaching materials, contract-based exercises, editing, and links to practice. These variables would describe coverage more accurately, but they would not replace data that track translators' educational and professional histories.

Table 5. Implementation of Commercial Legal Translation Content at Surveyed Universities

Content	Number of institutions	Percentage (%)	Denominator and notes
Translation courses with general economic and commercial content	21	100.0	n = 21
Stand-alone commercial legal translation course	4	19.0	n = 21
Content embedded in economic and commercial translation	5	23.8	n = 21
No commercial legal translation content	12	57.1	n = 21
Specialized textbook or teaching materials	3	14.3	n = 21; supplementary indicator
Specialized textbook or teaching materials among implementing institutions	3	33.3	n = 9; 4 + 5 institutions

Note: Extracted and standardized from Table 2 of the original draft. Rows 2-4 use n = 21 and are mutually exclusive; the rows on teaching materials are supplementary indicators and are not added to these three categories.

Integrated Discussion and Implications

The results support the combination of the two frameworks. Referential deviations identify terminology, parties, conditions, and scope; interpersonal deviations include modality, rights, obligations, and liability; textual-norm deviations focus on reference and consistency; and style is assessed in terms of clarity and function rather than degree of formality. This approach avoids equating formal differences with errors.

Checks should be conducted at the clause level rather than on isolated words. The checklist should identify the party, action, legal force, condition, exception, reference, and defined term. This approach is consistent with ISO 17100:2015 on process and ISO 20771:2020 on competence and legal review. The study did not collect data on quality-control procedures; it therefore shows only the need to strengthen checks in the sample and does not allow the conclusion that enterprises have failed to institutionalize such practices. Specific recommendations are set out in Section 5.

V. Recommendations, Study Limitations, And Conclusion

Recommendations

Universities should offer either a stand-alone commercial legal translation course or an advanced module. Learning outcomes should shift from vocabulary learning to the ability to read contract structure, identify parties and legal force, consult reliable sources, manage terminology, compare source and target, and edit. Exercises should use an anonymized dossier and require students to prepare a glossary, document translation decisions, identify ambiguous references, and defend their choices in response to critique. Assessment should combine the translation, edited version, reflective log, and expert comments rather than rely solely on isolated sentences. This organization is compatible with EMT 2022's translation, technology, service-provision, and personal and interpersonal competence areas (European Commission, 2022).

Enterprises should classify documents according to their level of risk. A draft translation for internal use may be prepared by appropriate personnel; documents intended for execution, performance, disputes, or application of foreign law should involve an appropriately qualified translator, independent editing, and legal review where necessary. The procedure should specify the final approver, escalation criteria, timing of review,

version control, and mechanisms for handling requests for clarification. Each project should have a bilingual glossary containing the source term, approved equivalent, definition, reference source, example, and conditions of use. After negotiations, this glossary should be updated to reflect the final agreement. Monitoring indicators may include the rate of terminological consistency, the number of points requiring clarification, post-approval errors, and processing time.

Study Limitations

The study has four principal limitations. First, the 70 text pairs from 35 enterprises in Ho Chi Minh City constitute a convenience sample that is not stratified by sector, contract type, or governing law; the percentages are not nationally representative. Second, Table 3 reports only the number of pairs containing an indicator, not density, severity, or consequences. Third, the data are not separated by translation direction; therefore, differences between English-Vietnamese and Vietnamese-English translation cannot be tested or concluded. Fourth, the survey of 21 institutions relies partly on self-report and lacks information on response rates, syllabi, credits, and translators' educational histories.

The records do not provide intercoder reliability. Piloting a manual with two coders is necessary but insufficient to establish stable results. A subsequent study should report the proportion of independently coded data, reconciliation of disagreements, and Krippendorff's alpha for each code (Krippendorff, 2019). These limitations define the scope of interpretation; they do not negate the descriptive value of the study.

Conclusion

The study identifies translation deviations in 70 source-target pairs of commercial contracts from 35 enterprises in Ho Chi Minh City and compares them with a survey of 21 training institutions. The analysis uses four dimensions: referential meaning, interpersonal meaning, textual norms, and style or reception. Its contribution lies in assessing preservation of parties, actions, conditions, legal force, reference, and clause function.

A translation should be read together with its sentence, clause, definitions, appendices, and governing law. Contract-specific checking should address terminology, modality, negation, exceptions, reference, and style. The training data in this sample show uneven coverage of the content, but they do not establish that training causes deviations. The present sample is small and non-probabilistic, uses pooled data, and lacks intercoder reliability, thereby limiting generalization.

Future research should expand the geographical scope; stratify by sector, contract type, and governing law; retain descriptive data; report density, severity, and separate results for 35 English-Vietnamese and 35 Vietnamese-English pairs; and invite legal translators and lawyers to evaluate the findings. Practice-oriented training, terminology management, editing, legal review, and quality-control technologies can help enterprises use translations more consistently, safely, and responsibly.

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