CONCEPT MAPS AS TEACHING TOOLS
FOR STUDENTS IN LEGAL TRANSLATION

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Abstract – The exponential growth of international business relations has resulted in the development of rules and laws regulating the relationships between parties from different countries and, as a consequence, of international institutions (e.g. Arbitration Tribunals, Chambers of Commerce) and legal instruments (e.g. international arbitration awards, contracts and power of attorney), intended to safeguard the fairness of transactions. International contracts certainly entail more serious problems than contracts agreed upon at a national level, as different legal systems (e.g. Common Law vs. Civil Law), discourse practices and languages come into contact (Bhatia *et al.* 2008; Cordero-Moss 2013, 2014). As a result, a number of significant problems arise in terms of translation theory and practice, including issues relevant to the teaching of legal translation, i.e. what methods and tools can be used to teach students, with poor or no knowledge of legal issues, to translate international contracts correctly and knowingly. With that in mind, this paper proposes a methodology to develop legal competences in students attending an MA course in specialized translation at the University of Bari. The methodology is based on the construction of a set of concepts maps (Novak, Cañas 2007) regarding English and Italian contracts, namely *distribution agreements*. Map-building is intended as a simplification teaching methodology the purpose of which is to easify students' learning of legal matters (Bhatia 1983) and their encyclopedic knowledge (Evans, Green 2006).

Keywords: teaching methodology; international contracts; cognitive maps; encyclopaedic knowledge, simplification.

1. Introduction

Over the last few decades, in the wake of the digital age, international trade negotiations have increased exponentially. This growth has led to the development of an array of rules intended to regulate the relationships between contracting parties, i.e. vendors and purchasers or consumers, from different countries, and enable international institutions (e.g. Arbitration Tribunals, Chambers of Commerce) to deal with international controversies. One of their major concerns is to protect consumers in contractual relations by devising legal instruments, e.g. contracts, powers of attorney and international awards, whose efficacy depends largely on the use of a shared language for international negotiations.

International contracts pose serious problems, since different legal systems (e.g. Common Law vs. Civil Law), discourse practices and languages come into contact (Bhatia *et al.* 2008; Cordero-Moss 2013, 2014). From the perspective of linguists and translators, some significant questions arise, some of them concerning the tools and methods to teach legal translation to students with no or poor knowledge of legal issues.

Against this backdrop, a research project is being carried out to devise teaching tools and methodology intended to stimulate meaningful meaning in students attending an MA course in economic and legal translation at the University of Bari. The teaching methodology is based on the construction of a set of concept maps regarding the topic of

distribution agreements. It also integrates studies from terminology (Faber 2009) and cognitive linguistics (Evans, Green 2006) and adopts insights from corpus linguistics. The final goal is to simplify legal concepts in order to favour their intake by students and enhance encyclopaedic knowledge rather than dictionary knowledge (Evans, Green 2006) in students, thus increasing their translation skills.

The paper is structured as follows. Sections 2 and 3 sum up legal and terminological issues concerning international contracts, with a focus on *distribution agrements*. Section 4 outlines the methodology, placing emphasis on the use of concept maps in the teaching of specialized languages. Section 5 illustrates the case studies; it shows how concept maps are built for *Distribution Agreements*, while the Conclusion traces out the impact of the presented methodology and suggests steps to be taken in the future.

2. Legal framework

The obstacles that the European Union must still overcome in its attempt to unify the legal systems of the 28 Member States, are frequently due to linguistic and cultural barriers. Failure to overcome these obstacles is not just a matter of the difference between Common and Civil Law. Even those nations characterized by Civil Law do not always share legal terminology, a reality that engenders problems of communication, interpretation and translation when negotiations are entered into.

The European Union has devised several important legal instruments to regulate business and consumer relations, including The Directive on Consumer Rights (CRD) (2011/83/EC);[1] the Common European Sales Law (CESL);[2] and the Common Frame of Reference (CFR).[3] The latter defines a contract as

> an agreement which is intended to give rise to a binding legal relationship or to have some other legal effect. It is a bilateral or multilateral juridical act.[4]

Moreover, in 2010, in response to the increase in digital markets, Europe launched The Digital Agenda for Europe 2020,[5] to improve the access to digital goods and services.

At a global level, the two main legal instruments governing contracts are the 1980 United Nations Convention on Contracts for the International Sale of Goods[6] (CISG) and the UNIDROIT.[7] Although their provisions are frequently identical, these two instruments are different. First and foremost, the CISG is binding, whereas the UNIDROIT is not; therefore, the former prevails over the latter when they are in conflict. However, the

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[1] The Directive on Consumer Rights (CRD) (2011/83/EC) replaces, as of 13 June 2014, Directive 97/7/EC on the protection of consumers in respect of distance contracts and Directive 85/577/EEC to protect consumer in respect of contracts negotiated away from business premises. Other directives, still in force, are Directive 1999/44/EC on certain aspects of the sale of consumer goods and associated guarantees and Directive 93/13/EEC on unfair terms in consumer contracts.

[2] http://ec.europa.eu/justice/contract/cesl/index_en.htm

[3] http://ec.europa.eu/justice/policies/civil/docs/dcfr_outline_edition_en.pdf

[4] This definition is taken from the draft version of the Common Frame of Reference (DCFR), Book II, Chapter 1.

[5] http://ec.europa.eu/digital-agenda/en

[6] http://www.uncitral.org/uncitral/en/uncitral_texts/sale_goods/1980CISG.html

[7] http://www.unidroit.org/

UNIDROIT principles are more exhaustive than the CISG and thus functions as a gap filler in the absence of GISG stated provisions.

In the Unites States, the main instrument utilized in the standardization of the law regarding sales in 50 states, is the Uniform Commercial Code.[8] One of the purposes claimed by the Code in Article 1 of the *General Provisions* is "(1) to simplify, clarify, and modernize the law governing commercial transactions".

In Italy, contracts are regulated by Articles 1321 to 1469 of the *Codice Civile*, where they are defined as "l'accordo di due o più parti per costituire, regolare o estinguere tra loro un rapporto giuridico patrimoniale".

The various definitions above show that, notwithstanding the various differences between countries, each code is particularly concerned with defining terms and, as in the case of the US, making legal content simpler. In this regard, academics and institutions, as well as other stakeholders, have long been concerned with the issue of standardizing legal terms and the concepts they convey in the context of contracts, without as yet having resolved the matter.

3. Contract law terminology

As with other legal domains, contract law is the subject of continuous debates, roundtables and studies, whose ultimate goal is the creation of a common terminology that can standardize contract laws in force in the various legal systems. In the European Union, this concern has grown significantly, involving jurists and linguists who have not as yet come to an agreement upon the matter.

Nevertheless, the stakeholders involved in the debate seem to share some common ground. To start with, failure to achieve the standardization of contract law Europe-wide basically depends on three essential differences. First, the difference between Common and Civil Law, which adopt different concepts of "contract", as comparative law analysis proves. As a matter of fact, in the Civil Law system, "contract" is used in the sense of *agreement*, whereas in the Common Law system, it is used in the sense of *bargain*. This different use affects all terms revolving around the concept; for instance, disciplines, such as *defects of consent*, or terms such as *consideration*, have no equivalent in any of the continental contract law systems or, at least, are used differently (Pozzo 2003, pp. 756-58).

Terms and disciplines do not coincide even when we compare continental contract laws. For example, the Italian terms *recesso, risoluzione, rescissione*, used in the context of discharge of contracts, do not have attached equivalents in other EU countries based on Civil Law. This lack of equivalence causes serious problems to the EU legislator and, consequently, to translators, when directives on contract issues are to be drawn up.

Another drawback is the failure to distinguish between different legal domains, i.e. civil, commercial or administrative law, resulting in a blending of terms and a resultant confusion of concepts pertaining to the different areas. As a result, "a mere translation does not suffice to grant a common understanding of legal concepts and terms enrooted in member states legal traditions" (Perfumi 2012, p. 6).

To cope with this problem, some years ago the European Union set up a working group of networking experts in the contract law domain, with the aim of preparing a draft legislation on European Contract Law. The outcomes were published as *Principles on a*

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[8] https://www.law.cornell.edu/ucc

European Law of Sales and the *Draft Common Frame of Reference (DCFR)*. As Heutger testifies in her paper (2008), the main goal of the working group was the drafting of "rules for consumers, and not for lawyers, [*which*] requires even more skills" (Heutger 2008, p. 1). The group drew upon the English terms occurring in some notable sources,

> the English version of the Convention of the International Sale of Goods (CISG), the Consumer Sales Directive (1999/44/EC), an English translation of the Dutch Civil Code, as well as the English set of rules of the Principles of European Contract Law [*finding that*] these English-language sources use quite different legal terminologies. Not all terms are attached to the same legal concept, and a hierarchy of sources must therefore be introduced. (Heutger 2008, p. 3)

Heutger, too, reports on the different use and interpretation that the same term can have in different contract laws. This close relationship between language and law requires translators to be experts in comparative law and demands "new methods for cross-legal dialogue" (Heutger 2008, p. 9). Heutger's observation that, for lawyers, "knowing a foreign language is not the same as knowing a foreign *legal* language", is also true for linguists and translators. The participation in cross-border dialogue is successful only if both target legal systems and languages are known, since "Each term is connected to a specific concept and this concept can vary from nation to nation and even from legal field to legal field" (Heutger 2008, p. 9). The legal question is, then, a linguistic question, too. In the specific case of contract law, the construction of a common terminology must be context-based; it cannot be based on dictionary knowledge, which offers only a variety of terms. Terminology must be explained and their legal meaning made clear within the specific context in which they are used. When two or more international parties sign an agreement, they must decide which law must apply. In fact, there are no supranational laws that govern trade relations between or among parties from different countries. Thus, the legal framework is represented by the sets of national laws; as a result, different laws can regulate the same international contract.

From a linguistic perspective, the application of one set of laws rather than another can significantly affect a contract's lexis, semantics and pragmatics. This concern was partially resolved, as far as EU Member States are concerned, first with the Rome Convention of 1980,[9] and then with the Rome I Regulation.[10] The latter established that contracting parties have the freedom of choice (Article 3), whereby "A contract shall be governed by the law chosen by the parties". Nonetheless, should this condition be absent, the law governing the contract must be determined according to the criteria established in Article 4 of Rome I. Depending on the specific typology of the contract, the law to be applied might vary. This paper takes as an example the case of distribution agreements that "shall be governed by the law of the country where the distributor has his habitual residence".

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[9] 80/934/EEC: Convention on the law applicable to contractual obligations opened for signature in Rome on 19 June 1980 /* Consolidated version CF 498Y0126(03) / available at: http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=CELEX:41980A0934:EN:NOT

[10] Regulation (EC) No 593/2008 of the European Parliament and of the Council of 17 June 2008 on the law applicable to contractual obligations (Rome I), available at http://eur-lex.europa.eu/legal-content/EN/ALL/?uri=CELEX:32008R0593

Briefly, a distribution agreement is defined as "a legal agreement between a supplier of goods and a distributor of goods. The supplier may be a manufacturer, or may itself be a distributor reselling another's goods".[11]

4. Rationale and Methodology

The aim of this study is to suggest tools and methodology which can be adopted in the teaching of legal translation to university students with no or poor grounding in law. Special emphasis is placed on the issue of terms and concepts used in contracts and agreements. The case study analyzed in the paper refers to the *distribution agreement*.

For many years, research on the teaching of legal translation has been obsessed with terminology and has had to cope with the trainees' lack of familiarity with the legal field (Way 2016, p. 1020). In fact, translating legal texts is not just a matter of differences between two different languages, but entails gaps in terms of socio-cultural background and legal systems. The latter feature a scenario which is not limited to a simplistic divide between Common law and Civil law, but involve a more intricate composition which affects language, concepts, genres and pragmatic effects.

In principle, then, a legal translator must be a linguist and a jurist at the same time, i.e. the kind of "lawyer linguist" profiled by the European Union. In actuality, hardly any people match these characteristics. Therefore, the need arises which concerns the training of future legal translators, who will handle the wealth of legal texts.

A high percentage of students attending a course in legal translation are utterly alien to legal terms, concepts, genres and procedures. A syllabus entirely based on traditional teaching methods, which involve rote learning of legal terms and their equivalents in the target language, without eliciting critical thinking and reasoning, is doomed to fail.

Again, a specialized domain, as lexically dense as law, cannot reckon without the issue of terminology and its context. The conundrum is, then, how to teach students with hardly any grounding in law to master legal terms and concepts in order that they can use them consciously in translation. For this purpose, this paper suggests a methodology which, starting from recent cognitive shifts in terminology and exploiting the application of concepts maps in the teaching of specialized language, including legal language, might foster meaningful learning in students.

An important boost to studies in terminology and specialized translation was given by the cognitive shift in terminology studies, whereby equivalence in specialized translation is not just a matter of reproducing correspondences between individual terms, but depends rather on the translator's ability to establish references to entire knowledge systems (Faber 2009, p. 108). This perspective sheds new light on the translation of specialized texts, where terms are no longer seen as "water-tight compartments" but as integral parts of specific syntactic and semantic structures; they are no longer viewed as isolated lexical units but as parts of lexical chunks or collocational patterns or collostructions, i.e. the form-meaning pairings whereby a *collexeme*, i.e. a lexeme attracted to a particular grammatical construction, is combined with a *collostruct*, i.e. a construction associated with a particular lexeme (Stefanowitsch, Gries 2003, p. 215). Thus, syntax plays a significant role in the translation of meaning-making of terms.

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[11] http://www.cripps.co.uk/distribution-agreements-competition-law-2/

Unlike General Terminology Theory (GTT), which conceives concepts as abstract cognitive entities that refer to objects in the real world, and terms as merely their linguistic labels (Faber 2009, p. 111), cognitive-based terminology approaches, including Socioterminology (Gaudin 1993), Communicative Theory of Terminology (Cabré-Castellvì 2003), Sociocognitive Terminology (Temmerman 2001), Frame-based Terminology to specialized translation, tend to set texts "into a wider social, communicative, and linguistic context" (Faber 2009, p. 112).

The fundamental assumption of Faber's Frame-based Terminology is that

> understanding a terminology-rich text requires knowledge of the domain, the concepts within it, the propositional relations within the text, as well as the conceptual relations between concepts within the domain. This is the first step towards creating an acceptable target language text. (Faber 2009, p. 121)

Domain is central to the cognitive-based approach to terminology; it is a conceptual entity "of varying levels of complexity and organization […] that […] provides background information against which lexical concepts can be understood and used in language" (Evans, Green 2006, p. 230). The notion of *domain* is comprehensively developed in Fillmore's theory of Frame Semantics (1976) and Langacker's theory of domains (1987). The two theories are combined in cognitive linguistics to explain encyclopedic knowledge: on the one hand, cognitive linguistics considers meaning as the result of lexis and grammar, what Fillmore refers to as semantic frames linked by means of valence relations; on the other, it views domain in terms of conceptual ontology, i.e. the structure and organization of knowledge, and the way in which concepts are related to and understood in terms of others. (Evans, Green 2006, pp. 206-247)

In this study, semantic and syntactic information is retrieved through the use of a bilingual corpus, in compliance with Faber, who argues that the conceptual system of the domain can be derived

> by means of an integrated top-down and bottom-up approach. The bottom- up approach consists of extracting information from a corpus of texts in various languages, specifically related to the domain. Our top-down approach includes the information provided by specialized dictionaries and other reference material, complemented by the help of experts in the field. (Faber 2009, p. 224)

On these assumptions, our teaching approach to legal terminology implies the development of a centrifugal approach to terms, to the detriment of a centripetal one, which implies a logocentric view of language. In other words, the paper implies *zooming out*, rather than *zooming in* on terms, since, in our opinion, a correct interpretation of specialized terms must focus on the socio-semantic landscape of a word, rather than on the term considered on its own.

4.1. Concept maps

Cognitive maps can be used for a variety of purposes, including the qualitative and orderly management of data concerned with the node word or phrase.

Davies classifies maps into mind, concept and argument maps. Mind maps are "principally association maps" (Davies 2011), which provide "'visual, non-linear representations of ideas and their relationships' (Biktimirov, Nilson 2006, p. 3). Concept maps, on the other hand, aim to generate hierarchical "tree" structures made up of super-ordinate and subordinate relationships between primary, secondary and tertiary ideas.

Concept relationships are represented by means of connective terms (usually prepositional phrases) such as ''leads to'', ''results from'', ''is part of'', etc. (Novak, Cañas 2008). Argument maps, finally, are used to explain the inferential structure of arguments, which can play the role of ''premises'' and ''conclusions''.

The visual nature of concept maps enables users to represent meaning in specific contexts, including scientific and technical ones (Propen 2007). Following Kress and Leuwen (1996), maps permit the creation of the "semiotic landscape", representative of the knowledge of an individual or even of a discourse community, by establishing logical and semantic networks between the various ideas that are associated with a 'node' term or expression. Logical and semantic networks are represented by vectors that play a significant role in maps (Novak, Cañas 2008). This is very close to Faber's Frame-based Terminology approach described above.

Concept maps facilitate learning since they make the process more dynamic and feed our knowledge as we move from the "centre" to the "peripheries" of the semantic landscape. Moreover, maps represent a brand new reading system, furnishing the reader with a rapid sense of the text in its entirety, obtaining a visual "snapshot" of the semantic landscape surrounding the "node" word.

This study adopts concept maps rather than mind maps, in which concepts are networked by means of "tags" that suggest the semantic and functional relationships between nodes and concepts.

Concept maps can be used both as a learning tool and as an evaluation tool. In both cases, they stimulate students' proficiency at meaningful learning (Novak 2002) and help them fight foggy misconceptions. In this regard, concept mapping provides students with "scaffolding for subsequent leaning for more detailed, more specific concepts and principles [...] and the retention of the knowledge for long periods of time (Novak, Cañas 2007, pp. 31-32). This role of concept mapping in the long-term construction, growth and retention of knowledge as well as its constructivist function are widely acknowledged, since concepts contribute to critical thinking, knowledge creativity and communication (Kennedy *et al.* 2004, p. 141).

Another breakthrough of concept mapping is that it favours dynamic representation of knowledge (Derbentseva *et al.* 2004) and, as a consequence, a dynamic teaching methodology (Lumer, Hesse 2004). In fact, representing knowledge dynamically implies that we can catch covariation among concepts (Derbentseva *et al.* 2004), i.e. the evolution of concepts and language in a domain and, as a consequence, the change in their relations. Nonetheless, static representation of concepts maps has its pros, since its helps "describe, define, and organize knowledge for a given domain. Classifications and hierarchies are usually captured in relationships that have a static nature and indicate belongingness, composition, and categorization" (Derbentseva *et al.* 2004).

It is also important to notice that, as the rationale of concept mapping is meaningful learning, it stimulates students towards improving documentation and research practices (Lumer, Ohly 2004).

On these grounds, concept maps have been used in the teaching of specialized domains, e.g. biology (Lumer, Hesse 2004); economy (Weber 2004); molecular genetics (Lumer, Ohly 2004), as a resource to help students come to grips with the horde of terms and concepts and their equivalents. In these studies, concept mapping is used as a visual learning strategy, to enhance in students meaningful learning of concepts and their relationships to the detriment of rote learning (Ausubel 1978). As Novak and Cañas urge "The learner must choose to learn meaningfully" (2007, p. 30), i.e. he/she must learn to control the domain language and master concepts and their meaning.

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This view is consistent with the encyclopaedic view of knowledge purported by cognitive linguistics, whereby lexical knowledge is not separated from concept knowledge, nor is the meaning of the word separated from the meaning of the clause (Evans, Green 2006). Unlike the dictionary view, which is concerned with the study of word meaning, encyclopaedic knowledge is external to linguistic knowledge, and is concerned with 'world knowledge': it "represents a model of the system of conceptual knowledge that underlies linguistic meaning" (Evans, Green 2006, p. 215). Encyclopaedic knowledge has different characteristics. To begin with, knowledge is structured; it consists of an organised network of knowledge structures to which we have access through words. Moreover, encyclopaedic knowledge is not a mere linguistic fact but is determined by social, cultural and pragmatic factors. It follows that lexical items are points of access to encyclopaedic knowledge, i.e. they "do not present neat pre-packaged bundles of information. Instead, they provide access to a vast network of encyclopaedic knowledge" (Evans, Green 2006, p. 221)

Finally, encyclopaedic knowledge is dynamic since each lexical concept that forms the encyclopaedic network may generate new conceptual networks, thus boosting our encyclopaedic knowledge. This will become clear when the second case study is illustrated.

4.2. Building Concept Maps

Concept maps are visual representations of networks of concepts belonging to the same domain. Concepts are graphically represented as 'nodes', networked by connecting lines or vectors, which may contain linking words or phrases. Two or more concepts and their linking words form propositions which contribute to constructing knowledge in students and readers:

> In a sense, the concept map should 'tell a story' which may be readily understood by others (content experts, other academic teachers, production staff and students). A well-constructed concept map provides a holistic overview of the content domain, and articulates the relationships between the underlying concepts. (Kennedy *et al.* 2004, p. 141)

According to Novak and Cañas (2008), the successful construction of a concept map depends, first and foremost, on the identification of the specific domain to which the key concept or node word belongs. For this purpose, before building the map, the right question, or *Focus Question*, must be posed and set at the very core of the map. The next step is the creation of the *parking lot*, i.e. the elaboration of all concepts revolving, at different distances, around the focus question. These concepts represent the variety of sub-domains interacting with the node word. The description and explanation of such interactions represents the third step in the map-building process. It is also important to explain and describe the cross-link or *mutual* relations between the sub-domains themselves.

The creation of concept maps can be carried out using ad-hoc software tools. This study uses the IHMC Cmap Tools, a Massive Online Collaboration (MOC) software.[12] This enables users to construct concept maps on their own computers and even share them via CmapServers on the Internet with other users, thus enhancing knowledge-sharing and encouraging meaningful learning among members of the same discourse community.

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[12] http://cmap.ihmc.us/

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As concept maps can be built in any language, they can be effectively utilized for the teaching of legal language and translation, too. They enable students to increase acquisition of specialized vocabularies, including economic and legal domains, by empowering their information literacy and, consequently, their translation skills. By way of illustration, Section 5 below describes how students' knowledge of *distribution contracts* can be developed by building and networking concept maps.

4.3. Why concept maps in teaching legal language and translation?

Concept maps meet the requirements of *simplification* and *easification* claimed by Bhatia for teaching legal language (1983). Simplification and easification are two sides of the same coin. By *simplification*, Bhatia means the teachers' production of a simplified version of an original legal text, in terms of content and form. Simplification of content involves issues related to terminology and concepts; it implies "stripping the legal text of its essential legal subject matter" (Bhatia 1983, p. 42). Simplification of form implies simplifying syntax, making the text more cohesive, exemplifying and explaining the structure.

Easification concerns not so much the teacher's input of knowledge as the learner's intake of terms and concepts. The devices used to easify the text aim at helping students extracting information on their own.

This paper is concerned with simplification since it is about teaching rather than learning; problems are approached from a teaching point of view. In other words, through simplification, the teacher gives students an 'access structure', whose purpose is to help them develop strategies to understand the text.

In his legal case, Bhatia suggests a diagrammatic method to simplify the legal argument. In our case studies, we use concept maps to simplify form and content of the text and expect that students may use them to easify their understanding of the distribution agreement.

5. Case Studies: Developing concept maps to enhance students' knowledge about the *Distribution Contract*

To start with, the teaching methodology consists in compiling a corpus of English and Italian distribution agreements/contracts and extract from them a list of words that can be used to build the concept maps and their *focus questions*. The following sections describe the various steps taken to build concept maps to enhance the students' knowledge in the domain of contracts and, ultimately, use them for translation purposes.

5.1. Corpus Creation

For the creation of the corpus, we used WebBootCat, a tool available from Sketch Engine. We used the Seed words option to define the topic by providing a list of words directly related to the topic of *distribution agreements*. The seed words for the English and Italian corpus were retrieved from an English booklet and an Italian law manual (Simonini 2009) and, then, typed in the WebBootCat: *distribution agreement*, *distribution contract*, *distributor(s)*, *distributorship*. Into the site list in the advanced options, we limited the search to UK domains only, by typing .uk. We compiled and downloaded the corpus and processed it with WordSmith Tools v. 7.0. The corpus included more than 66,500 tokens.

Agreement (772) and *distributor/distributors* (646/178) were the two words with highest frequency in the list. For the purpose of our study, we obtained the concordances of *distribution* in the corpus in order to study its recurrent patterns.

Likewise, we created an Italian corpus for *contratto di distribuzione*, typing *contratto/i di distribuzione*, *accordo/i di distribuzione*, *distributore*, in the seed words. We obtained a corpus of 242,433 running words that we processed via *Wordsmith Tools* in order to obtain a wordlist of the most frequent words and their patterns in concordances.

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ware Distribution Agreement is designed for use in a business-to-business (B2B)rel    46.517 ~
mium distribution agreement is 45 pages long (including in each case the endnotes     44.780 ~
nt A Distribution Agreement is a legal contract between a Supplier (generallya man    53.338 ~
dard distribution agreement is 34 pages long, while the premium distribution agree    44.771 ~
aw A distribution agreement is more likely than an agency agreement to be affected    11.672 ~
This distribution agreement is governed by the law of England and Wales. \r\n" cre     9.167 ~
ware Distribution Agreement is in open format. Either enter the requisite details    47.037 ~
t? A distribution agreement is an agreement under which a supplier of goods appoin    10.214 ~
 the distribution agreement is terminated due to the expiration of its term. The d     3.424 ~
t? A distribution agreement is an agreement under which a supplier of goods appoin     9.415 ~
aw A distribution agreement is a legal agreement between a supplier of goods and a    12.476 ~
nt a distribution agreement is more likely to be at risk from competition law prob    15.230 ~
nt A distribution agreement is an agreement between two parties whereby one party     17.163 ~
t? A distribution agreement is an agreement under which a supplier of goods appoin    11.097 ~
this Distribution Agreement is not appropriate when granting a Licence or when dea    30.299 ~
this Distribution Agreement is also available. The document contains clauses and a     8.307 ~
\n A distribution agreement is an agreement under which a supplier of goods appoin     8.643 ~
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Figure 1
Sampled concordances of *distribution agreement*.

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del contratto di distribuzione è consigliabile awalersi della consulenza di un legale    99.693
nell contratto di distribuzione è definito come sui generis o innominato perché non è    140.210
l un contratto di distribuzione, è di capire ciò: fino a che punto è opportuno rendere   218.545
l un contratto di distribuzione, è di capire ciò: fino a che punto è opportuno rendere   207.026
e al contratto di distribuzione è differente rispetto a quanto detto precedentemente,    140.384
ente contratto di distribuzione è disciplinato dalle condizioni speciali riportate qui   120.206
ente contratto di distribuzione è disciplinato dalle condizioni speciali riportate qui   114.473
ng Il contratto di distribuzione è disciplinato dal nuovo Codice Civile brasiliano che   230.907
li. Il contratto di distribuzione è il contratto per cui una delle parti, il distribuidor, si  102.227
e, il contratto di distribuzione è in buona sostanza un contratto di fornitura (vendita)  113.442
e, il contratto di distribuzione è in buona sostanza un contratto di fornitura (vendita)  119.145
a. Il contratto di distribuzione è, infatti, una scelta ottimale per aziende che, volendo   158.418
a. Il contratto di distribuzione è, infatti, una scelta ottimale per aziende che, volendo   160.348
se il contratto di distribuzione è invece a tempo determinato, le parti non possono     170.813
se il contratto di distribuzione è invece a tempo determinato, le parti non possono     169.206
del contratto di distribuzione è l'esclusività del rapporto commerciale. Essendo la    158.589
del contratto di distribuzione è l'esclusività del rapporto commerciale. Essendo la    160.519
del contratto di distribuzione è la vendita/fornitura dei prodotti dal concedente al    164.410
del contratto di distribuzione è la vendita/fornitura dei prodotti dal concedente al    162.625
o al contratto di distribuzione, è stata la giurisprudenza, nel tempo, a definire i      153.464
ve il contratto di distribuzione è un contratto atipico, nel senso che non è          102.171
g).Il contratto di distribuzione è un accordo tra due parti, una parte solitamente     160.224
) Il contratto di distribuzione è un accordo tra due parti, una parte solitamente     158.294
a. Il contratto di distribuzione è una tipologia di contratto che conosce una grande    140.257
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Figure 2
Sampled concordances of *contratto di distribuzione*.

The two sets of concordances in Figures 1 and 2 let us retrieve information about collostructions typical of *distribution agreement* and *contratto di distribuzione*, i.e. information on the lexico-grammatical patterns of key-words and key-phrases. Nevertheless, concordances offer a "mutilated" representation of texts as they provide partial information on words and terms, and their meanings. Therefore, their contribution to the simplification of legal knowledge in students is limited.

The construction of concept maps may enable students to fill this gap.

5.2. Case Study 1. Focus Question: What is a Distribution Agreement (*Contract*)?

The first case provides the example of two concept maps built to explain to students what a *distribution agreement (contract)* is and its equivalent map in Italian. The Focus Question is: *What is a Distribution Agreement* (*Contract*)?
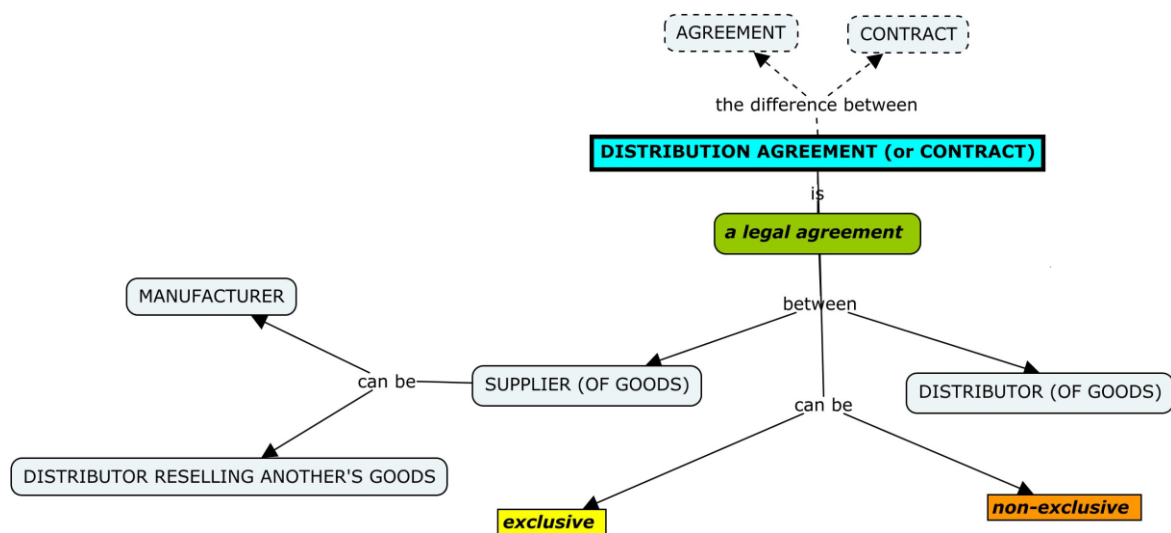
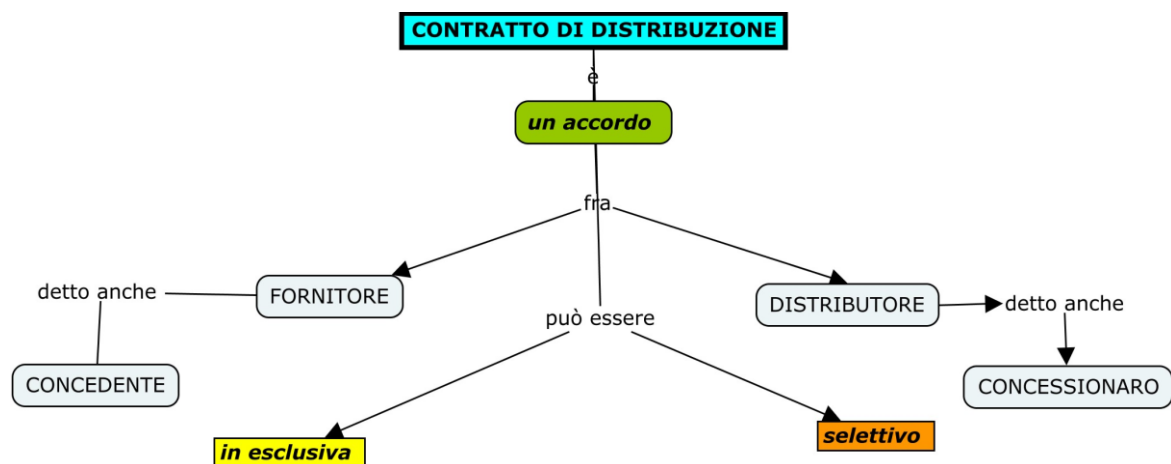Figure 3
Concept map of *distribution agreement*.

Figure 4
Concept map of *contratto di distribuzione*.

Lingue e Linguaggi

Figures 3 and 4 are essential concept maps. They are structured around a network of concepts (nodes), connected by means of linking words and phrases, e.g. *is, between, can be, when,* (*è, fra, possono essere, detto anche*) which provide a basic vocabulary typically used in distribution agreements and their equivalents in Italian. However plain the illustration of *distribution agreement* is, it nevertheless allows students unfamiliar with the topic to have an overview of what a distribution agreement is, i.e. a legal agreement between two parts; what parties are involved, i.e. Distributor, Supplier, Manufacturer; and, how it can be classified, i.e. exclusive or non-exclusive. It is a visual description of the concept, which allows the student to come to grips not only with the term by itself, but also with other terms and concepts that are semantically associated with it. By zooming in, each term becomes a potential *focus question*, the kick-off for a new concept map network.

5.3. Case Study 2. Focus Question: What processes does the Distributor perform?

This case study shows a more complex use of concept maps. The map provides a visual representation of the *distributor* and his tasks; the *Focus Question* is *What processes does the Distributor perform*?
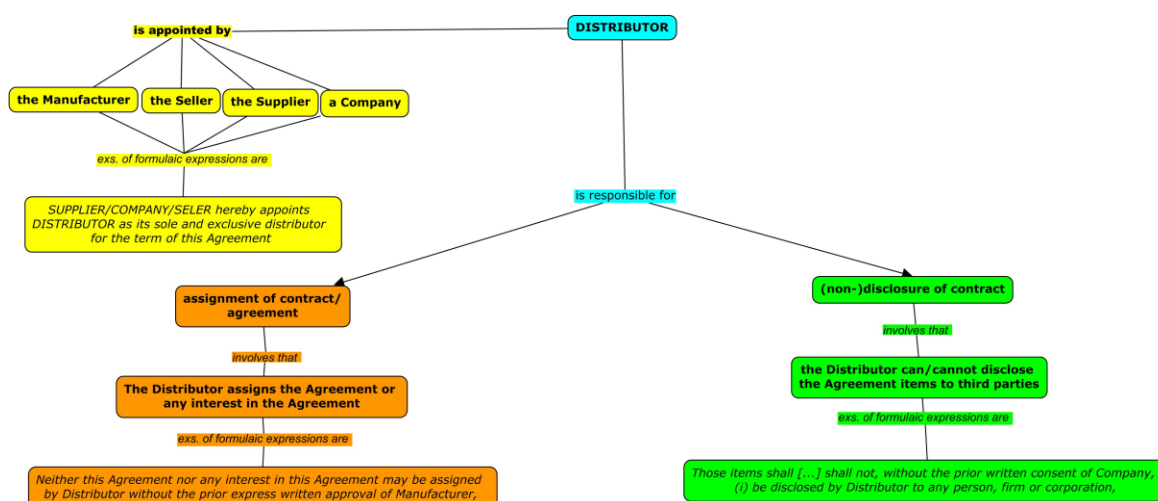

Figure 5
Concept map of *distribution*.

The map provides a simplified description of the interaction between the Distributor and the other Parties involved in the Distribution Agreement. As the domain is highly specialized, the map preserves the legal terms; using substitutes might have important semantic and pragmatic variations. In case of terms hard to digest, the author of the map may introduce other nodes that explain them.

The content is organized hierarchically to indicate main and secondary propositions, i.e. major and minor relations between concepts. The final effect, however, is not a list of fragmented pieces of text, but an organized narration of facts. The map also includes examples of formulaic expressions, which can be easily retrieved by students and re-used for translational purposes. The use of a software tool for the creation of the maps enables the teacher to introduce other propositions, thus enhancing his students' knowledge and acquaintance with legal terms and concepts.

As far as form is concerned, the map uses linking words and phrases intended to modify or simplify the syntax of original legal documents. Notably, these are characterized by syntactic discontinuity, nominalization, passive voice with no agents, etc., which make the legal text hard to explain and to understand. In our case, the simplifying function of the concept maps contributes to making explicit what is syntactically implicit by restoring the missing ties. The map in Figure 5 represents only three of the various actions in which the Distributor can be involved: *appointment*, *assignment* of contract and *(non-)disclosure* of contract. The proposition relevant to *appointment* is self-explanatory. The nodes and links in the map provide a simplified description of the Distributor who can be appointed by the Seller, the Supplier or the Manufacturer.

However, it may occur that a concept map contains highly technical concepts and terms, that must be simplified. *Assignment of contract* and *non-disclosure of contract* are two cases in point. The two concepts need further explanations. These may be introduced in the map by adding manually other nodes and links or, if a software for map building is used, by creating links to external, online resources, e.g. law dictionaries, glossaries, manuals.

By way of illustration, we report the case of *assignment of contract* (Figure 6). We compiled a corpus of 463,123 tokens and extracted information that allowed us to build the concept map.
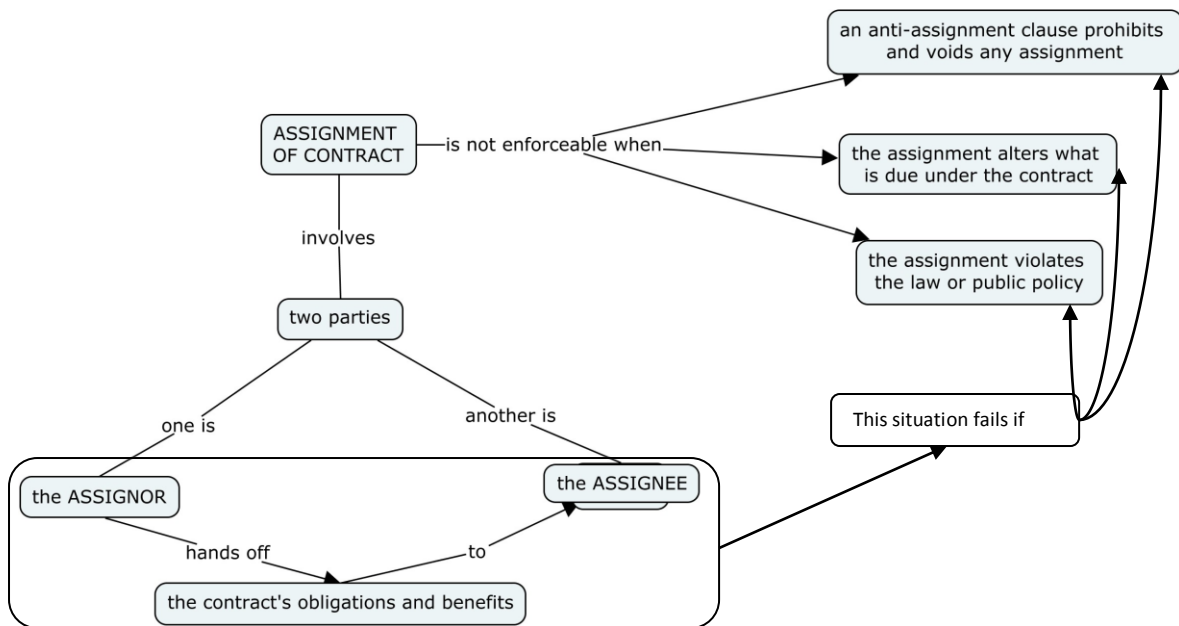

Figure 6
Concordances of *assignment of contract*.[13]

The map above is an example of dynamic concept map (Derbentseva *et al.* 2004) because it does not imply a hierarchical structure made up of independent propositions, but it is a system of interrelationships in which concepts are dependent on the other. In Figure 6, the concept map provides a structured network of knowledge, in which each concept in the

[13] The bulk of data to build the concept map was taken from a set of concordances in the corpus, extracted from http://www.nolo.com/legal-encyclopedia/assignment-of-contract-basics-32643.html.

map call for other concepts, thus prompting our encyclopaedic knowledge of the central concept *assignment*. The description of how *assignment* works is not a self-contained proposition; it is strictly related to the requisites of its enforcement.

However complex a dynamic map might seem, in fact it shows how a concept map evolves and how students' knowledge can be improved and enhanced through the creation of new conceptual networks.

6. Conclusion

The use of concept maps to teach legal language has its pros and cons.

The main drawbacks are that maps are non-exhaustive and their construction is time-consuming. New maps must be created continuously to answer new *focus questions* and enhance encyclopaedic knowledge in students of legal translation. As a result, their impact is not immediately effective.

Nevertheless, the map-building process contributes to the students' meaningful knowledge of the legal domain of contract law and enables them to become aware of the terminology used in contracts and agreements, and the specific contexts in which they are adopted. Map-building can help students learn to master the domain and increase their awareness level of the subject.

Another advantage is that, as a teaching tool, the approach complies with the EMT's (European Master's in Translation) strategy, which is intended to foster and improve students' competences in translation, including thematic competence, i.e. "learning to develop one's knowledge in specialist fields and applications (mastering systems of concepts, methods of reasoning, presentation, controlled language, terminology, etc.) (learning to learn)",[14] and meets the requirements of new trends in acquisition, in particular the shift from the *Instructor-led training* to the *user-generated training* (Stone 2009), based on the breakthroughs of Web 2.0 technologies and methods.

The use of concept maps differs from other approaches, e.g. corpus-based learning approach, since maps raise awareness of a domain rather than merely improving knowledge. To use a metaphor, a concept map-based approach is closer to *data processing*, i.e. "the collection and manipulation of data to produce meaningful information" (French 2004, p. 2), than to *data storage*, i.e. the mere archiving of data.

Nonetheless, as the paper has shown, the corpus approach can be integrated in the teaching methodology based on concept maps. The blending of corpus-driven and cognitive-based methodologies, in fact, can foster students' info-mining competence, e.g. their strategies "for documentary and terminological research" and their ability "to identify one's information and documentation requirements" (European Master's in Translation).

For future work, we will focus on the use of concept maps as an easification tool in the students' learning process, by introducing Massive Online Collaboration (MOC) tools, such as the IHMC Cmap Tools. In our opinion, MOC tolls can foster the interaction between law and language experts, thus improving the quality of learning of legal discourse and translation.

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[14] http://ec.europa.eu/dgs/translation/programmes/emt/key_documents/emt_competences_translators_en.pdf

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