CURRENT ISSUES IN THE APPLICATION OF TERMINOLOGY IN INTERNATIONAL TREATIES

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АКТУАЛЬНЫЕ ВОПРОСЫ ПРИМЕНЕНИЯ ТЕРМИНОЛОГИИ В МЕЖДУНАРОДНЫХ ДОГОВОРАХ

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Abstract. The article examines key terms of international law in English, their translation into Russian, and their use in international treaties. It analyzes types of agreements (Treaty, Convention, Agreement), standard clauses (boilerplate clauses), features of legal English (double synonyms), and tips for accurate translation to reduce risks. The study emphasizes the need to understand the application of legal concepts in contractual relations of foreign economic activity.

Keywords: international law, legal English, contract translation, treaty terms, legal terminology, bilingual contracts.

Аннотация. Статья исследует основные термины международного права на английском, их перевод на русский язык и использование в международных договорах. В ней разбираются виды соглашений (Treaty, Convention, Agreement), типовые положения (boilerplate clauses), особенности юридического английского (двойные синонимы) и советы по точному переводу для снижения рисков. В работе акцентируя внимание на том, что необходимо понимать применение правовых понятий в договорных отношениях внешнеэкономической деятельности.

Ключевые слова: международное право, юридический английский, перевод контрактов, термины договоров, юридическая лексика, двуязычные контракты.

In modern international private law practice, the accuracy of translating legal terms is not only a linguistic requirement but also a tool of strategic risk management. Since most foreign economic activity contracts are drafted in English, inaccuracies and ambiguities lead to protracted court proceedings and significant financial losses.

The purpose of the study is to show that correctly translating an international treaty is not just selecting words from a bilingual dictionary. It is a deep understanding of legal concepts and their meaning, so that the text sounds equally precise in another language.

For this, the translator needs to know the legal context and the basic concepts of international law.

According to the UN Treaty Reference Guide, international practice does not follow a rigid nomenclature. However, the choice of a document's title often reflects the parties' intentions and the level of formality in their relationship.

The term "Treaty" (Договор) is used in two primary senses:

1. As a generic (родовой) term: In this context, it covers all instruments that meet four criteria: (a) a binding nature (intent to create rights and obligations), (b) conclusion by capable subjects (States or International Organizations), (c) regulation by international law, and (d) a written form.
2. As a specific (специфический) term: This applies to the most formal acts regarding matters of special importance (such as peace or boundary treaties), which require ratification and official seals [1].

An analysis of key instruments based on UN classification reveals:

- Convention (Конвенция): A formal multilateral treaty with a broad range of participants, usually concluded under the auspices of international organizations and open to the global community [2].
- Agreement (Соглашение): More commonly applied to bilateral acts of a technical or administrative nature. These are less formal, signed by departmental representatives, and often come into force without ratification via definitive signature.
- Protocol (Протокол): An additional instrument that can amend the main text (Protocol to amend), regulate technical issues (Protocol of Signature), or establish a multi-level system of obligations (Optional Protocol) [3].

The choice of a specific term dictates the level of obligation, which leads us to analyze how the parties' will is expressed within the text itself. In the Anglo-Saxon legal system, certainty of expression is the foundation of a transaction's validity. Based on the form of expression, obligations are categorized into express and implied (see Table 1).

Table 1.

Contract Type	Russian Equivalent	Legal Basis	Role of the Court
Express Contract	Положительно выраженный договор; Special contract	Terms are clearly stated in writing or orally.	The court literally interprets the recorded will of the parties.
Implied Contract	Подразумеваемый договор (на основе конклюдентных действий)	The agreement arises from conduct (concludent actions) rather than words.	The court establishes obligations based on factual circumstances.

A particularly noteworthy concept is the Quasi-contract, also known as an implied-in-law contract. From an applied linguistics perspective, this is a legal construct representing an obligation imposed by law regardless of the parties' will or consent. The

primary goal of this tool is to protect against unjust enrichment (неосновательное обогащение) and to provide a legal remedy (средство правовой защиты) [4].

The specific redundancy of the legal English register has deep historical roots, stemming from the interaction between Anglo-Saxon (Germanic) common law and the Latin-French tradition (Law French) introduced after the Norman Conquest. To ensure unambiguous understanding, lawyers of the past used pairs of synonyms from different linguistic layers.

In modern linguistics, this phenomenon is known as "irreversible binomials" or lexical redundancy. Despite being criticized for their "pleonastic effect," these constructions remain standard:

- Doublets: *Null and void* (ничтожный, недействительный), *Terms and conditions* (условия и положения), *Save and except* (за исключением), *Ways and means* (способы и средства).
- Triplets: *Cancel, annul and set aside* (аннулировать, отменять и объявлять недействительным), *Rest, residue and remainder* (остаток имущества).

Historically, the preservation of these structures was encouraged by the fact that solicitors and clerks were often paid by the word, which incentivized verbosity. Today, phrases like ways and means have transitioned into clichés even in non-legal contexts.

To ensure the equivalence of boilerplate clauses (стандартные оговорки), uniform translation is crucial. An error in these terms can deprive a document of its "force and effect" (сила и действие).

1. Performance and Breach (Исполнение и нарушение)
    - Breach of contract (Нарушение договора) — *Force and effect:* Establishes the legal grounds for terminating the contract or claiming damages.
    - Liability (Ответственность) — *Force and effect:* Defines the limits and nature of a party's accountability for non-performance.
    - Indemnification (Возмещение убытков / Статья о компенсации) — *Force and effect:* Obligates a party to compensate for losses incurred by the counterparty in specific situations.
    - Force Majeure (Непреодолимая сила) — *Force and effect:* Allows for the suspension of obligations without liability in the event of extraordinary circumstances.
2. Dispute Resolution (Разрешение споров)
    - Jurisdiction (Подсудность/Юрисдикция) — *Force and effect:* Specifies the particular court authorized to hear disputes.
    - Governing law (Применимое право) — *Force and effect:* Determines which state's legal system should be applied to the interpretation of the contract.
    - Arbitration (Арбитраж) — *Force and effect:* Removes the dispute from the jurisdiction of state courts in favor of a private tribunal.
3. Final Provisions (Заключительные положения)
    - Entire agreement (Полнота соглашения) — *Force and effect:* Confirms that the document contains the complete agreement and supersedes any prior oral or written statements.

- Severability (Делимость) — *Force and effect:* Prevents the "total collapse" of the contract if one of its articles is found invalid by a court.
- Waiver (Отказ от права) — *Force and effect:* Guarantees that the temporary non-use of a right does not mean a permanent waiver of it in the future.
- Assignment / Cession (Переуступка / Цессия) — *Force and effect:* Regulates the procedure for transferring rights or obligations to third parties.

A unified legal space is being shaped through glossaries from international organizations, such as the Council of Europe's HELP and the UN's OHCHR [2]. Mastery of this vocabulary is critical for international business.

Key categories from the ECHR Glossary include:

1. Admissibility criteria (Критерии приемлемости): Conditions that must be met for a complaint to be considered on its merits.
2. Equality of arms (Равноправие сторон / «Равенство оружия»): The principle that each party must be given a reasonable opportunity to present their case under conditions that do not place them at a substantially disadvantageous position relative to their opponent.
3. Margin of appreciation (Пределы усмотрения): A doctrine recognizing a state's right to choose the means of fulfilling obligations, taking into account national characteristics.
4. Exhaustion of domestic remedies (Исчерпание внутренних средств правовой защиты): A mandatory condition before appealing to an international court.
5. Effective remedy (Эффективное средство правовой защиты) [5].

To certify proficiency in the functional use of language in commercial law, the TOLES (Test of Legal English Skills) system is used.

Notably, TOLES certificates are valid for life (бессрочный).

- Foundation: Basic level for terminology.
- Higher: Focuses on drafting correspondence and contract analysis.
- Advanced: The gold standard for professionals, requiring the skill to interpret complex texts [6].

Based on this analysis, the following recommendations can be made for working with international legal texts:

1. Consider the source system. Always conduct a comparative analysis of terms (for instance, noting that in English law, Express contract is a synonym for Special contract).
2. Priority clause. In bilingual contracts, the following phrasing is essential: "In case of discrepancies between the Russian and the English texts of the contract, the [Language] version shall prevail."
3. Consistency. Use official resources from international organizations to maintain terminological unity.

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