

Translating Core Legal and Business Term Families in Chinese-English Legal and Regulatory Texts: A Clause-Level Corpus-Based Study

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Abstract: This article examines the translation of core legal-business term families in official bilingual legal and regulatory texts issued by China's Ministry of Commerce and its affiliated official channels. Combining a corpus-based approach with a clause-sensitive analytical framework, it takes the term token as the primary unit of analysis and the clause or provision as the auxiliary unit. The study focuses on four concept families—liability, breach, termination, and indemnity—and evaluates how they are rendered across different legal-functional environments, especially obligation or prohibition clauses (OBL) and limitation or exemption of liability clauses (LIM). The completed coded dataset contains 218 tokens drawn from a parallel corpus of authoritative Chinese legal-regulatory texts and their official English reference versions. The results show that literal translation (LT) is the dominant strategy in the corpus, followed by normative modulation (NM), while free translation (FT), communicative restructuring (CR), and mixed FT + CR occur far less frequently. At the clause-function level, OBL clauses are strongly LT-dominant, whereas LIM clauses display a more mixed profile in which LT, NM, and FT all remain salient. The article supplements the descriptive counts with representative qualitative examples in order to clarify how strategy labels are operationalized in context. The findings suggest that, in this corpus, translators rely primarily on direct lexical correspondence and conventionalized legal-administrative formulations, with freer reformulation used selectively in functionally sensitive contexts. The article argues that legal accuracy in this corpus is achieved mainly through stable terminological transfer and normative conventionalization rather than through extensive adaptive reformulation, while also stressing that the results remain descriptive and corpus-specific.

Keywords: Legal translation; Business-legal terminology; Official bilingual legal and regulatory texts; Corpus-based study; Clause function; Skopos theory

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1. Introduction

Legal translation is more than the replacement of one set of words with another. Because legal texts are

embedded in particular legal systems, institutional practices, and interpretive traditions, their translation is constrained not only by linguistic difference but also by conceptual asymmetry, system-bound meaning, and the need to preserve legal effect in the target text ^[1-2]. In that sense, legal translation is at once a linguistic and a legal act.

The issue becomes especially salient in bilingual business-legal texts. In international trade, investment, and regulatory communication, such texts do not merely convey information. They allocate rights and obligations, define liability boundaries, regulate compliance, and delimit remedies. Translation strategy, therefore, cannot be reduced to a purely lexical problem. A functionalist perspective, especially Skopos theory, suggests that strategy choice must be guided by the intended function of the target text and the communicative needs of its readers rather than by source-text form alone ^[3].

Recent scholarship has further shown that legal meaning is frequently realized through recurring phraseological patterns, textual templates, and genre-sensitive discourse structures rather than through isolated terms considered independently ^[4-7]. Yet comparatively less attention has been paid to the possibility that the same term family may be translated differently when it appears in clauses with different legal functions in institutional bilingual texts. That gap is particularly important in official legal and regulatory writing, where terminological choice must serve both legal certainty and textual usability ^[1-4,8].

This article focuses on official bilingual legal and regulatory texts issued by China's Ministry of Commerce and its affiliated official channels. It examines the translation of four core legal-business term families—liability, breach, termination, and indemnity—through a clause-sensitive, corpus-based framework. More specifically, it asks three questions: how those term families are distributed across the major translation strategies of literal translation (LT), free translation (FT), normalization (NM), and creative translation (CR); whether strategy selection differs between OBL and LIM clauses; and how translators negotiate the tension between terminological accuracy and textual readability from a Skopos-oriented perspective ^[3,8].

The analysis proceeds in three steps. First, it sets out the analytical context and research design, including the corpus, the units of analysis, and the coding procedure. Second, it presents the main findings concerning the overall strategic profile of the corpus, the contrast between OBL and LIM clauses, and the balance between accuracy and readability. Third, it considers the broader theoretical and practical implications of those findings for the translation of institutional bilingual legal texts.

2. Translation Context and Analytical Framework

2.1. Legal translation, clause function and strategy

Legal translation has long been understood as an interdisciplinary activity situated at the intersection of language, law, and comparative legal analysis ^[1-2]. Early and influential work emphasizes that the translation of legal texts is constrained by the asymmetry of legal systems, the system-bound character of legal concepts, and the requirement that legal effect be preserved in the target language. Later research adds that legal terminology and legal phraseology are not merely linguistic ornaments but central carriers of normative force, legal certainty, and institutional consistency ^[4].

From a functionalist perspective, Skopos theory explains why different translation strategies may be appropriate for the same source-language concept in different communicative environments ^[3]. That insight is particularly relevant to bilingual business-legal texts, whose translations may need to simultaneously inform, regulate, allocate risk, and delimit remedies. Corpus-based studies of legal discourse likewise show that legal

meaning is frequently realized through recurrent phraseology and genre-sensitive textual mapping rather than through individual words treated in isolation^[5-7].

These strands of scholarship jointly suggest that legal translation strategy should be examined not only at the level of terminology but also at the level of clause function. In the present study, that means asking whether a term is used in a clause that imposes an obligation, prohibits conduct, limits liability, defines procedure, or performs another legal function. The central assumption is straightforward: the legal role played by the clause conditions the translation choices that are likely to be judged appropriate, reliable, and usable in the target text.

2.2. Corpus and units of analysis

The study uses a parallel corpus of official bilingual legal and regulatory texts issued by China's Ministry of Commerce and its affiliated official channels. All research materials are drawn from that official institutional framework. The corpus covers texts promulgated between 2009 and 2021 and includes six to eight bilingual legal-regulatory documents selected on four grounds: the Chinese and English versions had to be traceable within the same official framework; the texts had to belong to comparable genres such as measures, rules, provisions, or official orders; the documents had to concern related domains, including foreign investment, trade administration, compliance, remedies, and liability allocation; and each text had to be long enough to support stable counting while remaining feasible for manual alignment and annotation.

Representative documents include the Measures for the Administration of Prohibited and Restricted Import of Technologies, the Provisions on the Unreliable Entity List, the Rules on Counteracting Unjustified Extra-territorial Application of Foreign Legislation and Other Measures, and the Rules on Handling Complaints of Foreign-Invested Enterprises^[11-14]. The English texts are taken from the official English website of the Ministry of Commerce of the People's Republic of China, while the corresponding Chinese texts are drawn from the same official institutional framework. Importantly, the English pages in this corpus are published as English texts for reference, while the Chinese versions remain authoritative^[12-14]. The study therefore treats the English texts as institutionally sanctioned translations rather than as co-authentic bilingual legislation, and this asymmetry is relevant to the interpretation of strategy choice.

The primary unit of analysis is the term token, defined as each occurrence of a target legal term or concept family in context. The auxiliary unit is the clause or provision in which the token appears. This two-level design is methodologically important because the same legal concept may perform different functions, and may therefore invite different translation strategies when used in obligation clauses, liability clauses, procedural clauses, or remedial clauses. The study focuses on four concept families—liability, breach, termination, and indemnity—together with related phraseological forms and morphological variants that perform comparable legal work in context. Retrieval was therefore not limited to headwords alone. It also covered recurrent realizations such as responsibility/be responsible for, non-compliance/violation, terminate/remove/cease, and compensation/fine/penalty when they functioned as part of the targeted concept families.

2.3. Coding and analytical procedures

Before annotation, the corpus is preprocessed by removing non-substantive material such as page headers, footers, navigation bars, tables of contents, and copyright notices, while retaining article numbers, paragraph numbers, and section headings. Alignment is carried out primarily at the article or clause level, using article numbers as anchor points. Each aligned record includes at least the document ID, article number, English

clause, Chinese clause, clause-function label, and notes. Where necessary, alignment is refined to the sub-clause level, but the article number remains the stable reference key.

The analytical design centers on the contrast between OBL clauses, that is, obligation or prohibition clauses, and LIM clauses, that is, clauses limiting, excluding, or reducing liability. For translation strategy, each token is assigned one principal label: LT, FT, NM, or CR. LT refers to close formal and semantic correspondence. FT preserves the legal effect of the source item while allowing ordinary restructuring such as active-passive shift, part-of-speech change, or time-phrase reordering. CR is reserved for cases in which the target text adds an explanatory element, makes deontic force or actor-reference more explicit, or restructures the wording in a way that goes beyond routine syntactic adjustment. NM is used more narrowly than general naturalization: it denotes recourse to an established Chinese legal-administrative formula, such as responsibility for be responsible for, where the target rendering functions as an institutionalized conventional equivalent rather than simply fluent Chinese. A small number of borderline cases are additionally marked as FT + CR when both kinds of operation are clearly present in the same rendering.

Token extraction aimed to include all manually identifiable occurrences of the targeted families within the selected documents. Because legal meaning often appears in multiword units, identification was conducted through a combination of head-term search, manual contextual checking, and family-based inclusion of phraseological variants. Each aligned record includes at least the document ID, article number, English clause, Chinese clause, clause-function label, strategy label, and explanatory notes. The clause-function inventory is broader than the OBL/LIM contrast emphasized in the discussion: besides OBL and LIM, the coded dataset also contains procedural, authority-allocation, remedial, miscellaneous, and a small uncategorized residual group of borderline or context-dependent cases. These additional tokens remain part of the full 218-token dataset and contribute to the overall strategy frequencies, although they are not foregrounded in the OBL-LIM comparison.

Pilot coding was first carried out on approximately 10% to 15% of the extracted tokens in order to refine the codebook and resolve borderline cases. After this calibration stage, two coders independently applied the finalized coding scheme to the same dataset of 218 terminology items. Inter-coder reliability was assessed using Cohen's kappa, with coefficients of 0.3048 for Strategy_main and 0.4224 for Strategy_sub, corresponding to percentage agreements of 61.01% and 53.67%, respectively. Disagreements were then reviewed and resolved through discussion and adjudication, resulting in a final consensus version of the terminology coding table. The quantitative analysis presented in this article is therefore based on the adjudicated consensus dataset, while the kappa results are reported as evidence of the reliability of the coding procedure rather than as proof of full statistical validation^[9-10]. Quantitative analysis proceeds through overall frequency counts, function-by-strategy cross-tabulations, and small-scale concept-family comparisons, while qualitative discourse-functional analysis is used to interpret representative cases and to make the operational boundary between FT, CR, and NM more transparent^[1-4,7-8].

3. Findings

This section presents the main findings in response to the three research questions. It first identifies the overall strategic profile of the corpus, then considers the contrast between OBL and LIM clauses, and finally examines how translators balance terminological accuracy with textual readability.

3.1. Overall strategic profile

At the overall level, the most frequent strategy is LT, occurring 137 times (62.84%). It is followed by NM with 47 cases (21.56%), FT with 21 cases (9.63%), CR with 10 cases (4.59%), and FT + CR with 3 cases (1.38%). The general pattern therefore points toward a strong reliance on direct lexical transfer and conventionalized legal-administrative formulation, while freer reformulation and communicative restructuring occupy a clearly secondary place in the coded sample.

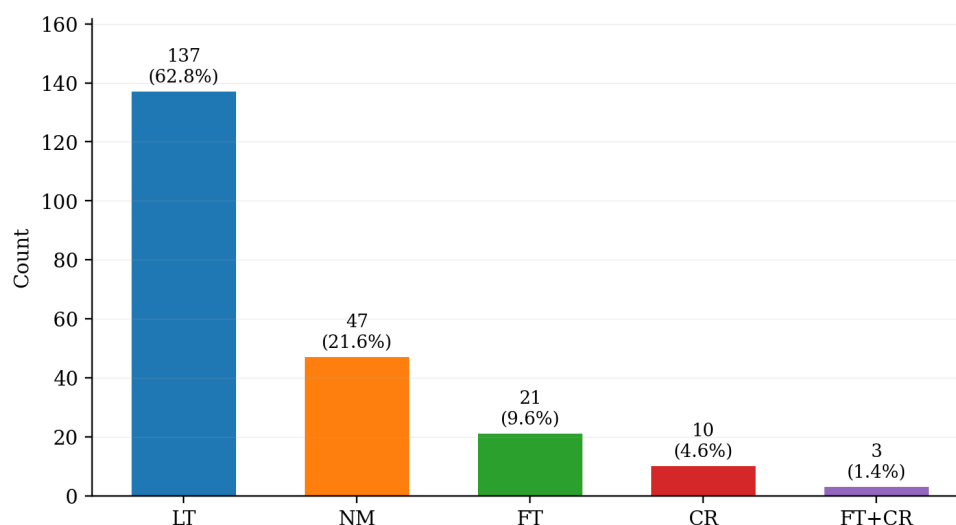


Figure 1. Overall frequency distribution of translation strategies in the coded dataset.

When the analysis moves from the overall distribution to the level of the core term families, greater caution is required. **Figures 2 and 3** visualize a small illustrative subset of manually grouped head-term occurrences rather than a second full enumeration of all 218 coded tokens. They are therefore not numerically commensurate with **Figure 1** and are used only as heuristic snapshots of family-level tendencies. Within that limited subset, LT and NM account for the great majority of cases. In the Breach family, LT and NM each occur 3 times, while FT appears once. In the Indemnity family, LT appears in 2 of the 3 occurrences and NM in the remaining case. In the Liability family, LT appears 3 times, NM twice, FT once, and FT + CR once. In the Termination family, LT occurs in 4 of the 7 cases and NM in the remaining 3.

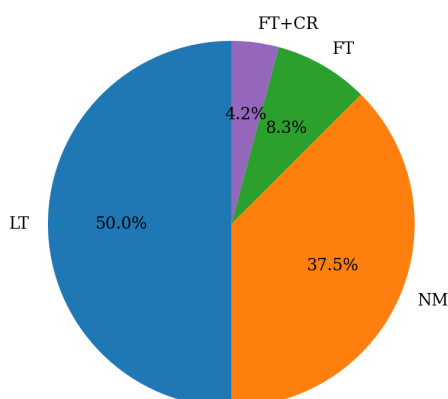


Figure 2. Illustrative distribution of translation strategies across a small head-term subset of the core legal-business

families.

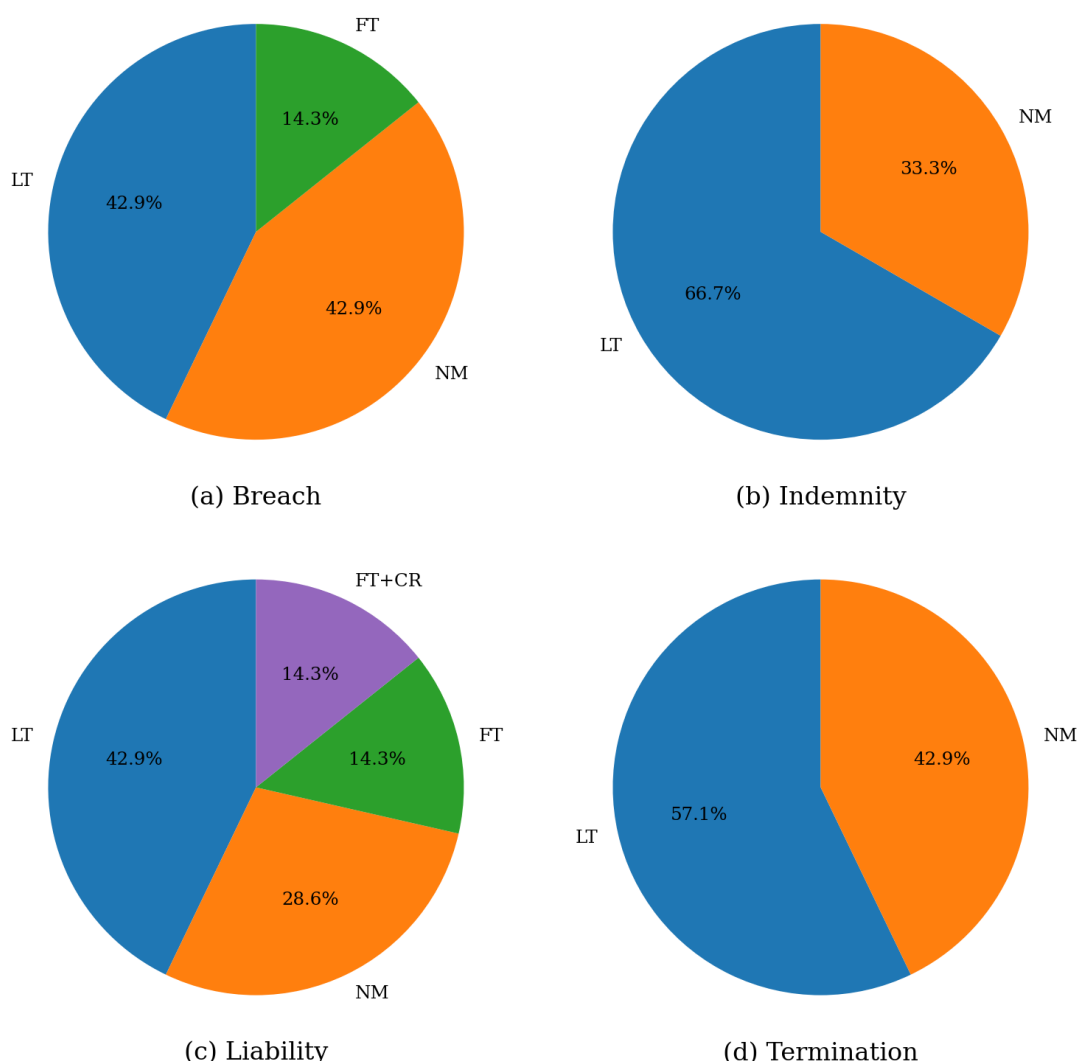


Figure 3. Strategy distribution by concept family in the illustrative head-term subset: (a) Breach, (b) Indemnity, (c) Liability, and (d) Termination.

Taken together, these results answer the first research question in a clear way. In the present Ministry of Commerce corpus, the translation of core legal-business term families is shaped primarily by LT and NM rather than by a dominant reliance on FT or CR. The preferred tendency is therefore not extensive adaptive reformulation, but relatively stable lexical transfer supplemented by conventionalized legal-administrative wording.

3.2. Clause-function contrast: OBL and LIM

The next question is whether translation choices vary according to clause function. The function-by-strategy distribution reveals a clear descriptive contrast between OBL and LIM clauses. In OBL clauses, which account for 108 tokens, the most frequent strategy is LT with 77 cases, followed by NM with 16, FT with 8, CR with 6, and FT + CR with 1. In LIM clauses, which account for 38 tokens, the distribution is more balanced: LT occurs 14 times, NM 13 times, FT 10 times, CR once, and FT + CR does not occur.

This contrast is important because it suggests that translation strategy is sensitive to the functional distinction between duty-imposing clauses and liability-limiting clauses, even though both clause types remain anchored in relatively controlled and institutionally stable formulations. The OBL/LIM contrast is analytically foregrounded because these two functions are most directly related to deontic imposition and liability delimitation. The remaining 72 coded tokens occur in other functional environments, including procedural, authority-allocation, remedial, miscellaneous, and a small uncategorized residual group. They are retained in the dataset and affect the overall strategy frequencies reported above, but they do not overturn the narrower descriptive contrast between OBL and LIM. In OBL clauses, translators rely heavily on direct equivalence and obligation-template renderings, which suggests a preference for terminological stability when expressing duties and prohibitions. In LIM clauses, by contrast, LT remains slightly dominant, but NM and FT are also highly visible, indicating greater use of scope-normalizing and interpretively clarifying formulations in provisions delimiting liability, exclusion, or applicability.

The second part of the question—namely, in which term families this functional contrast is most apparent—must be answered more cautiously. Because the present revision does not introduce a full family $\times$ function $\times$ strategy cross-tabulation, no strong claim is made here about which family is most function-sensitive. The family-level figures should therefore be read as suggestive rather than decisive, and the most robust descriptive result remains the stronger concentration of LT in OBL clauses alongside the more mixed LT/NM/FT profile found in LIM clauses.

3.3. Accuracy and readability

The third question concerns the way translators balance terminological accuracy and textual readability from a Skopos-oriented perspective. The overall strategy distribution offers a strong indication of that balance. If LT and NM are taken together, they account for 184 cases, or 84.40% of the dataset. Even if FT, CR, and FT + CR are grouped together, their combined share is only 34 cases, or 15.60%. In most of the coded instances, translators therefore rely primarily on direct transfer or conventionalized legal-administrative formulations rather than on freer reformulation.

The contrast between OBL and LIM clauses helps clarify where and how that balance is negotiated. In OBL clauses, the predominance of LT indicates that translators often preserve duties and prohibitions through direct lexical equivalence or established obligation templates, thereby foregrounding stability and legal clarity. In LIM clauses, the picture is more varied: LT remains the single most frequent strategy, but NM and FT are nearly as prominent, suggesting that provisions dealing with applicability, exceptions, time limits, or liability boundaries invite more normalization and interpretive adjustment than OBL clauses do. In both settings, legal force is maintained, but the preferred route is usually controlled and institutionally familiar phrasing rather than extensive communicative restructuring.

The answer to the third research question is therefore that translators in the corpus balance accuracy and readability mainly through stable terminological transfer supplemented by selective normalization and limited reformulation. Accuracy is preserved by maintaining legally relevant elements such as force, condition, scope, and consequence, while readability is supported primarily through conventionalized Chinese legal-administrative wording and, in a smaller number of cases, through context-sensitive reformulation. The balance is most visibly negotiated in clauses dealing with applicability, procedural conditions, and liability boundaries, where legal precision and interpretive clarity must be coordinated^[3,8].

3.4. Qualitative analysis of representative coded cases

To make the codebook more transparent, this subsection discusses a small set of representative examples selected from the coding manual and terminology list. The purpose is not to add a new quantitative layer, but to show how the strategy labels operate in context and why the boundary between FT, CR, NM, and FT + CR cannot be reduced to surface literalness alone.

A straightforward LT case is responsible rendered as 负责, or shall fill in rendered as 应当填写. In such examples, the Chinese version preserves the core legal meaning and basic clause function through direct lexical equivalence or a stable obligation template. Because the target wording remains close to the source item and introduces no additional legal-operational content, these cases are best analyzed as LT rather than FT or CR.

A representative NM case is be prohibited rendered as 禁止 or 不得违反, or within 30 working days upon receipt rendered as 自收到 ... 之日起 30 个工作日内. Here the Chinese version does more than sound natural: it adopts a conventional Chinese legal-administrative formula for prohibition or time-limit expression. The dominant operation is therefore not simple literal transfer, but normalization into target-language legal drafting convention, which justifies NM.

FT appears in more limited but still meaningful cases such as fail to conform to rendered as 不符合 or 违反. The Chinese wording preserves the core legal implication of non-compliance, yet it re-expresses the source item through a more idiomatic or context-sensitive formulation rather than through close lexical mirroring. Similarly, examples such as fails to truthfully report rendered as 未如实报告 show that FT in this corpus is used mainly for semantic reformulation that improves interpretive clarity without adding new institutional content.

By contrast, CR and FT + CR are comparatively rare and tend to occur in procedure-sensitive or operationally specific contexts. A case such as shall organize rendered as 应当组织 is coded as CR-COMP because the source action is compressed into a concise operational template, while shall have access rendered as 应当登录 is coded as CR-SPEC because the target wording makes the relevant operation more administratively specific. A mixed case such as shall apply for is labeled FT + CR when both reformulation and restructuring are clearly present. Taken together, these examples show that the key analytical issue is not global “freedom” versus “literalness”, but the relative weight of direct transfer, legal-formula normalization, semantic reformulation, and meaning-bearing restructuring in context.

4. Implications for the Translation of Institutional Legal Texts

The findings outlined above point to three broader implications. First, they suggest that the translation of key legal-business terms in the Ministry of Commerce corpus is more formula-stabilizing than strongly adaptive. The overall dominance of LT and NM indicates that translators frequently preserve legal meaning through direct lexical correspondence and conventionalized legal-administrative formulations. That pattern is broadly compatible with Skopos theory, not because it maximizes freedom of reformulation, but because it shows that target-text purpose in an institutional legal setting may favor stability, predictability, and drafting convention^[3].

4.1. Theoretical implications

The study also refines several common assumptions about legal translation strategy. In much descriptive discussion, obligation clauses are sometimes expected to invite some degree of explicitation or restructuring in order to make deontic force fully clear. The present findings provide only limited support for that

expectation. Although OBL clauses do include FT, CR, and FT + CR cases, the dominant strategy in that clause type is LT. This suggests that, at least in the present corpus, legal certainty in obligation clauses is achieved primarily through direct and formulaically stable rendering rather than through extensive target-oriented reformulation.

The results are equally significant in relation to broader corpus-based studies of legal discourse. Previous scholarship has shown that legal translation must negotiate legal-system asymmetry, institutional harmonization, and the phraseological conventions of the target legal language^[4,7]. The present study fits within that framework, but it adds a more specific observation: in this corpus, adaptation is realized less through frequent creative reformulation than through a combination of lexical stability and normalization into conventional Chinese legal-administrative usage. The pattern also differentiates institutionally produced human translations from models that assume legal readability is mainly secured through freer paraphrase. At the same time, the institutional status of the corpus matters. Because the English texts are published as reference versions while the Chinese versions remain authoritative^[12-14], the observed tendency should be understood as sanctioned translational practice under asymmetric legal authority rather than as evidence about co-authentic bilingual legislation in general.

4.2. Practical implications

At the practical level, the findings suggest that translators of institutional bilingual legal texts should not assume that legal precision depends exclusively on either strict word-for-word matching or extensive reformulation. In the present corpus, precision is most often preserved through stable term transfer and conventionalized Chinese legal phrasing, especially in OBL clauses. At the same time, the more mixed profile of LIM clauses shows that normalization and limited reformulation remain necessary where applicability, exclusion, time limits, or liability boundaries require sharper interpretive framing. That point is particularly important in business-law contexts, where translated texts must remain legally reliable while also being usable for regulatory, commercial, and compliance-related purposes^[1,3-4,8].

The findings also imply that translator training and quality assessment in institutional settings may benefit from closer attention to clause function. If strategy choice is conditioned by the legal role of the clause, then evaluation should not focus only on term-level equivalence. It should also consider whether the target text preserves the operational force of the provision and whether it communicates that force in a way that is readable, stable, and interpretable within the target legal-linguistic environment.

4.3. Limitations and future development

At the same time, the scope of the conclusions must remain appropriately cautious. The completed coded dataset contains 218 tokens drawn from only six to eight texts within a single institutional source, and the counts for several individual families or illustrative head-term subsets remain small. The family-level figures are therefore indicative rather than generalizable. Inter-coder reliability reached a fair level for Strategy_main ($\kappa = 0.3048$) and a moderate level for Strategy_sub ($\kappa = 0.4224$), and the quantitative analysis reported here is based on an adjudicated consensus dataset rather than on either coder's initial independent annotations. For these reasons, the claims advanced here should be read as descriptive and corpus-specific rather than universal.

Future work should therefore enlarge the corpus, standardize family labeling, and generate a direct family $\times$ function $\times$ strategy cross-tabulation so that functional variation within each concept family can

be tested more rigorously. Document-level and year-level stratification, higher-agreement multi-coder annotation, and inferential statistics would strengthen the evidentiary basis of the argument. Future expansion may also benefit from semi-automatic alignment, terminology extraction, and human-in-the-loop termbase construction, which would make it easier to scale family detection and to re-test the present descriptive tendencies on a broader multilingual dataset. Where permissions permit, releasing a de-identified codebook and representative annotated examples would further improve transparency and replicability.

5. Conclusion

This article has examined the translation of core legal-business term families in official bilingual legal and regulatory texts issued by China's Ministry of Commerce and its affiliated official channels through a clause-sensitive, corpus-based framework. It has shown that LT is the dominant strategy in the corpus, followed by NM, while FT, CR, and FT + CR occur far less frequently. It has further shown that OBL clauses are strongly LT-dominant, whereas LIM clauses display a more mixed profile in which LT, NM, and FT all remain salient. The qualitative examples added in this version help clarify that these strategy labels rest on observable differences in direct equivalence, legal-formula normalization, semantic reformulation, and operational restructuring.

Taken together, the study makes three main contributions. First, it proposes a clause-sensitive analytical framework for the study of legal term translation and thereby moves beyond approaches that treat terminology as decontextualized lexical material. Second, it shows that, in the Ministry of Commerce corpus, target-oriented legal translation is realized chiefly through LT and NM rather than through extensive FT and CR. Third, it operationalizes the widely discussed tension between accuracy and readability by turning it into an empirically observable dimension of corpus-based analysis and by illustrating how that balance is negotiated across OBL and LIM clauses with representative coded cases.

Overall, the article concludes that the translation of legal-business terminology in this small institutional bilingual corpus is governed primarily by stable term transfer under functional and institutional constraints. Rather than revealing a simple preference for free reformulation, the findings show that translators work mainly through direct lexical correspondence and conventionalized legal-administrative wording, while reserving FT, CR, and FT + CR for more limited contexts in which scope, applicability, procedure, or operational clarity need additional adjustment. Because the English texts in the corpus are official reference versions rather than co-authentic bilingual legislation, the argument should be understood as a description of institutionally sanctioned translation practice under asymmetric legal authority. In that respect, the translation of legal terminology emerges not merely as a lexical task, but as a contextual and strategic act of legal communication^[1-4,8].

Disclosure statement

The author declares no conflict of interest.

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