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*Analysis of the Effect of Procedure and Methods Used to Translate the Documents
PREDICTABILL-Textos Productos E-Commerce 20-23-2023 from Spanish into English and
Jurisdiction and Admissibility by Paulsson from English into Spanish for BLP Legal.*

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Abstract

This thesis addresses the challenge of interlinguistic communication in the legal and commercial fields. It focuses on the analysis of translation strategies and methods applied to real documents from a professional legal context in Costa Rica. The aim was to analyze the translation procedures and methods used in the translation of “PREDICTABILL- Textos Productos E-Commerce 20-23-2023” from Spanish to English and “Jurisdiction and Admissibility by Paulsson” from English to Spanish, seeking functional equivalence and communicative effectiveness. The methodology included the meticulous translation of both documents, ensuring accuracy, consistency, and suitability for the target audience. An identification and critical evaluation of the translation techniques used was carried out, examining their impact on the naturalness and contextual relevance of the texts. In addition, a specialized bilingual glossary was compiled with relevant terminology from both texts for future translations in similar legal fields. Classification tables were used to evaluate the type of text, and a color-coding system was used to identify the translation procedures applied. The study confirms the importance of a rigorous translation methodology that integrates linguistic, cultural, and domain-specific knowledge to achieve optimal results in professional settings. This work not only benefits from accurate translations and a specialized glossary but also serves as a valuable guide for future students facing similar academic projects in the legal field.

Resumen

Esta tesis aborda el desafío de la comunicación interlingüística en el ámbito legal y comercial. Se centra en el análisis de las estrategias y métodos de traducción aplicados a documentos reales provenientes de un contexto legal profesional en Costa Rica. El objetivo principal fue analizar los procedimientos y métodos de traducción empleados en la traducción de “PREDICTABILL-Textos Productos E-Commerce 20-23-2023” del español al inglés y “Jurisdiction and Admissibility by Paulsson” del inglés al español, buscando la equivalencia funcional y la efectividad comunicativa. La metodología incluyó la traducción meticulosa de ambos documentos, garantizando precisión, coherencia y adecuación a la audiencia objetivo. Se realizó una identificación y evaluación crítica de las técnicas de traducción utilizadas, examinando su impacto en la naturalidad y pertinencia contextual de los textos. Además, se compiló un glosario bilingüe especializado con terminología relevante de ambos textos para futuras traducciones en campos legales similares. Se utilizaron tablas de clasificación para evaluar el tipo de texto y un sistema de codificación por colores para identificar los procedimientos de traducción aplicados. La suma del estudio confirma la importancia de una metodología de traducción rigurosa que integre conocimientos lingüísticos, culturales y específicos del dominio para lograr resultados óptimos en entornos profesionales. Este trabajo no solo beneficia con traducciones precisas y un glosario especializado, sino que también sirve como una guía valiosa para futuros estudiantes de traducción que enfrenten proyectos académicos similares en el ámbito legal.

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Chapter I

Introductory Framework

Introductions are essential in research projects, a thesis, or any academic document. This part is the initial section where authors provide a brief overview of the topic they are presenting. It can describe the main questions, inform the reader of the issues to be addressed, and help the reader to become interested in the paper and know what to expect from it.

1.1. Problem Statement

Problems are always present in daily, social, and working life. When focusing on social problems, languages can be a very impertinent problem in the communication of many people, as not everyone has the opportunity or the ability to understand a language in its entirety. Consequently, it is necessary the help of professional translators and interpreters to bridge those gaps and plug them as much as possible. According to Sampieri (2018), “In general terms, stating the problem means refining, specifying, and structuring the research idea, which involves greater formalization and delimitation in the case of the quantitative approach.”

The following project aims to bridge the cultural and linguistic gaps found in the documents to be translated, some in Spanish and others in English, so there is no way that people with a lack of knowledge in one of the two languages can fully understand the information provided by the documents. Therefore, the following question is posed in this document: What is the effect of the procedure and methods used to translate the document PREDICTABILL-Textos productos E-Commerce 20-23-2023 from Spanish into English and Jurisdiction and Admissibility by Paulsson from English into Spanish for BLP Legal?

1.2. Objectives of the Investigation

1.2.1 General Objective

- To analyze the translation strategies and methods employed in translating the document *PREDICTABILL-Textos productos E-Commerce 20-23-2023* from Spanish into English, as well as various legal documents from English into Spanish for BLP Legal, focusing on achieving functional equivalence and communicative effectiveness

1.2.2 Specific Objectives

- To translate the documents *PREDICTABILL-Textos productos E-Commerce 20-23-2023* from Spanish into English and a selection of legal documents from English into Spanish for BLP Legal, ensuring accuracy, coherence, and appropriateness for **the target audience**
- To identify and critically assess the translation techniques used in both source-to-target language processes, examining their effectiveness in producing natural and contextually appropriate texts
- To compile a specialized bilingual glossary, document the most relevant terminology encountered in the translations, and analyze its importance for future translations in similar legal and commercial fields. Send 1.3 To the following page
- To evaluate the text using different tools such as classification tables and information gathered in this document to classify the translations into the corresponding text types

1.3. Justification of the Study

With constant globalization, translation has become a subtle yet indispensable tool. Thanks to the consumption of social networks and the internet, people are in direct contact with other languages and need to be informed of what is currently being done anywhere in the world. Many companies currently know that the best way to improve their business is by creating international relationships; however, sometimes the only obstacle to seizing these opportunities is language. In these cases, the solution to this problem lies in having a team of professional translators responsible for translating relevant documents to close contracts and projects. Additionally, interpreters are employed during his high-profile meetings, or when there are members who are not bilingual. However, the translation departments of some companies cannot cope with the large number of documents they receive. This does not mean that they do not meet expectations; rather, it implies the reason why the documents to be translated in this project will contribute their grain of sand on the part of the user to be able to provide help and lighten the load a little by applying the knowledge learned during the major.

In addition, the demand for translation services has surged, emphasizing the significance of translators in mediating effective cross-cultural communication. The evolving landscape of technology and digital platforms further amplifies the reach and impact of translators, making their contributions integral to fostering understanding and cooperation in the era of globalization. As an interesting fact, English is a language that increasingly gets into other languages; just as the rapid technological expansion is mentioned, many terms and phrases come from English that, with globalization, have become unnecessary to look for a translation in their respective languages; therefore, translators must play the role of being the bridge between those gaps that seem to become smaller and smaller.

The company selected for the project, known as BLP Legal in Costa Rica, is the leading law firm in facilitating business across Central America. This project seeks to benefit the firm by developing an accurate translation of PredictaBill's corporate due diligence from Spanish to English; in addition, it provides the proper translation of the documents provided by the company in English to be translated into Spanish, applying the knowledge acquired throughout the study.

Finally, only 10% of the world's population speaks English, so not only will the firm benefit from this project, but all those English-speaking markets that are looking for opportunities or help with translation services. In addition, translation not only tells you the meaning of a message in another language, but it also opens the door to a better understanding of and interest in another culture. Nowadays speaking English is no longer considered an achievement, and it is not surprising that anyone whose native language is not English practices it because it has become a personal and work requirement. People who consume social networks such as Instagram, Facebook, and TikTok increasingly observe content in English or content in another language and consume it in its original language. Streaming services are not far behind, they also contribute by providing visual content in its original language. Interest in other cultures has increased so much that people prefer to visit other countries than their own.

It all begins with human curiosity, and whether out of interest or survival, communication and interaction always will be an essential factor in what is defined as a human being. From the earliest manuscripts of the sacred texts to a simple hello over a WhatsApp chat, it has passed through the hands of a translator and their vast knowledge, because even the most advanced AI translation tools that in a matter of seconds can translate a text for you completely, they had to go through exhaustive revisions to obtain approval from professional translators. The work of

translators is one more way to preserve culture anywhere in the world. Without them, people would not have access to any content outside their own culture; linguistic barriers are increasingly closing thanks to international interest and the desire to learn a new language.

1.4. Antecedents

Translation services are an indispensable part of global communication and have been performed for centuries. One of the most important and recognized works in the history of translation is the translation of the sacred text known as the Bible. Luis Pomer Monferrer, Katarzyna K. Starczewska, and Ioannis Kioridis (2022) of the University of Valencia, University of Naples, and University of Hellenic through their work "Classical Languages and Translation: The Sacred Texts" make a historical overview of three aspects of translation concerning classical languages. The first aspect is the practice of translation in the ancient Greco-Roman world, the second aspect is the translation of classical languages into Catalan and Spanish, and finally the translation of sacred texts.

The first aspect covers the fact that the Romans considered Greek a literary language and Latin a "barbaric" one, so a practice known as the process of contamination, which is the adaptation of a Greek comedy into Latin, was carried out. Due to this lack of interest, authentic translations did not abound, since in Rome everyone knew Greek. The second aspect relates to the importance of the so-called School of Translators, which was a cultural center for the transmission of Arab and Hebrew culture to the West. Among important characters to mention, Domingo Gundisalvo, archdeacon of Cuellar is known for remarkable philosophical work, and the Spanish-Hebrew Avendehunt, known by the name of Iohannes Hispalensis, developed his translation from Arabic into Latin during the first half of the twentieth century.

The most relevant of the three contains information on the different versions and volumes that the bible in its archaic beginnings, particularly the composition of the Old Testament. The first four first volumes are presented in three columns: the text of the Vulgate in the center; the Greek, with a literal Latin translation on the right; and the Hebrew, in whose margin there are clarifications to some complicated words, on the left. The fifth volume contains the books of the New Testament in two columns; the Greek and the Vulgate linked together by small letters in superscript. The sixth volume consists of a dictionary of Hebrew and Aramaic words followed by the etymology of all the words of the Bible based on the Carolingian monk Remi d'Auxerre. It contains a 30-page Hebrew grammar and a dictionary guide, demonstrating the complex and meticulous process involved in translating a text of this caliber in the early days of translation.

Focusing on the School of Toledo and its contributions to the field of translation, Paulo Veléz León (2017) from the University of Salamanca, in his thesis "On the notion, meaning and importance of the School of Toledo" offers some historical and semantic precisions regarding the meaning of the notion School of Toledo. From a general point of view, Paulo's work states that approximately between 1124 and 1220, Latin Western Europe experienced the greatest activity of recovery of ancient knowledge, through the translation and dissemination of scientific and philosophical knowledge by various centers of the Latin West. The most important of those centers was the School of Toledo, also called the School of Translators of Toledo. Furthermore, the scientific-philosophical contributions of the School of Toledo cover an important number of areas of knowledge; thus, for example, Toledo's creations contributed to philosophy and especially to metaphysics and its meaning.

Veléz León (2017) also mentions the work of Amable Jourdain, who was the first referred to the body of scholars, among them Muslims, Christians, and Jews, who worked translating the

texts of ancient knowledge from Arabic or Greek into Latin between the 12th and 13th centuries. Jourdain was famous for believing that the Latin West owed not only the reception and transmission of Aristotle's works to the work done by the Arabs in Toledo, but also that the results would have a significant impact on the way philosophy was done and understood by the scholastics.

Fast forward to the present, thanks to these historical contributions, translation has obtained, in some way, more technological attention to facilitate the translator's performance, as well as to improve indirect communication between nations for ordinary people. That is why Joan Dolz Sanchez (2016), in his paper titled "The Professional Competencies Associated with Statistical Machine Translation," his general objective was to expose what knowledge is needed to work with machine translation software, what competencies the translator requires, and what are the challenges faced by a translation professional when working with machine translation software.

His study showed that statistical machine translation is still in progress. "The tools intended to meet this growing demand have a very modular structure and often take a form halfway between the specialized application for corporate use and the researcher's tool" (Dolz Sanchez, Joan. 2016). Implying that professionals can take advantage of their functions, but without being able to get the most out of the various applications. In a work environment, companies cannot rely entirely on the tools; therefore, this leads them to hire up to two or more professionals to cover those needs. Dolz Sanchez concluded that to take advantage of the use of the tools safely and efficiently, competent professionals must be available. This leads to the conclusion that professionals must have technological skills or at least a certain level of experience with different machine translation applications to be able to defend themselves in the

work environment. This means that we must not only have a high level of linguistic knowledge but also technological knowledge.

In Costa Rica, translation is recent at the literary level. One of the first people we consider as national translators is Ricardo Fernandez Guardia. His work can be reflected in the anthology "Costa Rica in the XIX Century," which is a compilation and translation of many of his works translated from English and French. In addition to translation, Fernández Guardia was a historian and a writer with a high linguistic knowledge in several languages such as English, French, Latin, and his native language, Spanish. Jeanette Soto Segura (2013) elaborated a translationological study of this work to acknowledge the man who is part of the beginnings of translation in Costa Rica.

As a translator, Ricardo has a great advantage thanks to the linguistic stimulation and experiences he received since childhood, becoming proficient in the previously mentioned languages. According to Soto Segura (2013), "In general, the translating activity of Fernández Guardia focuses on historical topics, especially those related to our country, although he also addresses other subjects. "It could be said that thanks to the contributions of Ricardo Fernandez much Costa Rican historical information has become known internationally; despite not having dates that corroborate his beginnings, works, documents, and literary works translated by himself have been found leaving a trace of his hard work and literary contribution to the Costa Rican nation.

1.5. Scope

1.5.1 Correct use of the knowledge involved in translation is expected, such as making a previous and deep analysis of the document and understanding it, applying the correct translation techniques while asking two important questions about sense and naturality.

1.5.2 Translate the documents from Spanish into English and several documents from English into Spanish for BLP Legal and evaluate the effect of the translation techniques applied to the documents, expecting a better result.

1.5.3 Use different sources to create a glossary with the most relevant terminology found in both texts.

1.5.4 Analyze the text using different tools such as classification tables and information gathered in this document to classify the translations into the corresponding text types.

Chapter II

Theoretical Framework

Introductions are essential in research projects, a thesis, or any academic document. This part is the initial section where authors provide a brief overview of the topic they are presenting. It can describe the main questions, inform the reader of the issues to be addressed, and help the reader to become interested in the paper and know what to expect from it. This section shows the different definitions that a translator must learn, internalize, and apply in order to train as a professional.

2.1 Text Analysis

This is the first step that any translator must take, as they cannot start a translation without understanding what the text is about. They must read the whole document first, to get a preview of how it can be translated. According to Nord (2005), “Most writers on translation theory agree that before embarking upon any translation the translator should analyze the text comprehensively since this appears to be the only way of ensuring that the source text (ST) has been wholly and correctly understood” (p.1). Various proposals have been put forward as to how such an analysis should be carried out and how particular translation problems might best be dealt with.

During the analysis, translators must not only familiarize themselves with the text but also find all those obstacles that can affect the translation process. As Schaffner (2002) mentions, “The aim is, in general, identical: identify specific textual features which are relevant for the process of translation” (p.5). Some of these obstacles may depend on the content of the text.

Sometimes it can identify technical vocabulary the translator is not familiar with and how to correctly convey the idioms of the original language if they are present, to mention a few, always looking for coherence and naturalness. Once all the analysis has been completed, the next step is to identify the style of the text in the original document.

2.1.1 Text Styles.

Every author has a different way of writing and in that writing, they put his or her ideas, which leads to creating different text styles. The translator's job must be to deliver the same message of the text with the same ideas, but with a little touch of audience ideas to get a better understanding. According to Munday (2008), the translator must maintain personal style but not interfere with the author's ideas and voice of the original text. If translators do not attend to the style of the author, they will not understand this voice. It can be understood that this "voice" is like the author's point of view, how he/she sees the world, so the translator must be very careful not to put too much of his or her style into the translated text, but rather to create a new text with the same meaning.

Landers (2001) has a similar point of view on how styles are handled; he prefers to call it an adaptation. Translators must adapt to the authors' way of thinking and convey those ideas in another language without losing sight of the meaning of the message. "The translators should adapt to the style of each author translated – now terse, now rambling, sometimes abstruse, but always faithful to the original as circumstances permit" (p.90). However, since translation is a meaning-for-meaning procedure, subtle changes can always appear to provide an accurate translation.

It is here where the text styles enter. Beginning with the Narrative style, which is a dynamic sequence of events, and the emphasis is on verbs or, for English, ‘dummy’ or ‘empty’ verbs plus verb-nouns or phrasal verbs. Another style is called Description. This is static with an emphasis on linking verbs, adjectives, and adjectival nouns. In addition, there is the Discussion style, which is a treatment of ideas with emphasis on abstract nouns (concepts), verbs of thought, mental activity (consider, argue, etc.), logical argument, and connectives. Finally, the last one is known as Dialogue with emphasis on colloquialism and physics.

2.1.2 Stylistic Scales

Since it was mentioned in the text styles in translation, there is something called Stylistic Scales which are different ways to interpret a text and understand for whom it is directed. It is very different to write a text about law and other, nice stories for children. According to Simpson (2004), “Stylistic is a method of textual interpretation in which primacy of place is assigned to language. The reason why language is so important stylisticians is that the various forms, patterns, and levels that constitute linguistic structure are an important index of the function of the text.” With this information, translators can find knowledge about the target audience and can apply the corresponding vocabulary to the new text.

2.1.2.1 Scale of Formality

As in social life, people have different levels of formality when talking to other people, they will not speak to their boss the same way they speak to their mother; the same thing happens in texts. According to Newmark (1988), “The scale of formality is compounded by eight categories: Officialese, official, formal, neutral, informal, colloquial, and slang.” The audience

can find texts that contain an officialese formality in the context. This type is used for laws already imposed or strictly governmental documents.

Another example comes from Nida (1974), who states that the formality scale is mostly used in a casual setting where sentences do not have to be grammatically correct or even complete. This observation highlights how communication in informal contexts prioritizes meaning and ease of understanding over strict adherence to grammatical rules. Nida reflects that language varies significantly depending on context, purpose, and audience, and that informal speech plays a crucial role in everyday human interaction. “On the other hand, the translator may come down a notch lower in the scale of formality and employ casual speech, the language of close friends and associates, who need not be addressed in complete sentences or with completely standard grammatical forms” (p.128). Here it is possible to understand the flexibility of language as a function of the social context. Moving down the scale of formality, the speaker adapts his or her speech to a more intimate setting, where to communicate efficiency and familiarity carry more weight than strict grammatical correctness. If you look at it from a historical point of view, even in the past, friends and families spoke informally, no matter how refined they were.

2.1.2.2 Scale of Generality or Difficulty

The scale of generality or difficulty determines the level of complexity of the documents. That is the reason why translators should have a wide vocabulary about old and new days. Things might be changing recently but it does not mean words are lost. Translators must be in constant search for definitions and ideas to interpret new messages. Newmark (1988) provides the following list in which this scale is divided into: simple, popular, neutral, educated, and

technical. Simple complexity in texts deals with texts with low difficulty of terminologies. In general, popular generality means that the context of a document contains current vocabulary. As Newmark mentions, these categories into which this scale is divided; each one represents a level of complexity that is applied depending on the text in question. Just as you can explain a situation or sentence in a few words that meet simpler tones, you can also embellish the sentence further by using synonyms more in line with the type of text.

2.1.2.3 Scale of Emotional Tone

The scale of tone refers to the level of vocabulary used in a document. According to Newmark (p. 14, 1988), this scale can be divided into intense, warm, and factual tones. The intense tone in texts focuses more on giving the message by using intensifiers, and the warm tone in texts provides a message with a gentler vocabulary. Based on this information, it can be understood that this type of scale focuses on capturing the audience's attention through feelings by using more sensitive words to convey an appropriate message.

2.1.3 Text Function

After all the analysis of the vocabulary and the audience of the text, it must be considered the next step: translators must know what the function of the text is. According to Newmark (1988), “The text function is what the purpose of the text is, or what intention the text has.” There are three main functions of language: informative, expressive, and vocative. Hansen, Malmkjaer, and Gile state that “The text function will be important, as it determines the general set-up of the whole text that is written. In translation for specific purposes, the text function normally remains the same since it is a continuation of specialist communication across the

language barriers” (p.48). These authors mention, in the above quote, that the main purpose of the text function is to further investigate whether the text focuses on a more specialized area or not to identify if it belongs to one of the three categories.

2.1.3.1 Informative

People are daily exposed to posters, emails, and documents with information that companies think is important for them to know. This type of information has a purpose; obviously, it is to inform others. To achieve this, a type of text is used. This is where translators make use of their knowledge and identify what the purpose of that message is. “The informative function is concerned with any topic of knowledge. This function focuses on external situations or facts of a topic, for example, ideas or theories. The informative function follows a standard format. The following are some examples of types of language functions: textbooks, newspapers, and scientific-technical documents” (Essay Company, 2017). In addition, as Seymour and Liu (1994) mention, “A translation with an informative purpose would attempt employing commentary, notes and explanatory renderings to reveal those underlying values” (p.41). As mentioned in the textual quote, those are examples in people’s daily that awaken their curiosity; therefore, they want to be informed about the topic.

2.1.3.2 Expressive

Writers are like revolutionaries in disguise. At first, they could only write on paper their thoughts about society and what was happening around them, which served as their only form of expression. Expressive texts are documents that express an idea without any specific purpose. “The expressive function reflects the ideas of the speaker, writer, and the originator of the

utterance to express feelings without the intention of receiving a response” (Essay Company, 2017). In this case, translators only have to stick to the author's thoughts to be able to convey the message correctly to the expected audience.

One example of expressive texts includes feminist texts. When translating texts under this category, translators must consider some aspects for providing an adequate message regarding such sensitive issues. “It is characterized by the manipulation of language through wordplay and other puns that will play around with grammatical gender and other linguistic or extratextual elements” (p.107). This opinion, written by Leonardi (2007), expresses some of those aspects that deserve attention for an accurate translation with the author's thoughts always present.

2.1.3.3 Vocative

The vocative texts are specifically directed to the readership, and to persuade a message for them. According to Newmark (1988), “For translation purposes, the vocative function format is seen in “notices, instructions, publicity, propaganda, persuasive writing (requests, cases, theses) and possibly popular fiction, whose purpose is to sell the book/entertain the reader, as the typical “Vocative text.” As Newmark points out, the main purpose is to provoke a direct reaction in the receiver. Correctly identifying the vocative function of a text is crucial, since it is not limited to conveying content, but it must also preserve its effect on the reader, often adapting style, tone, and rhetorical devices to the cultural context of the target audience.

An interesting fact that Hoffman (1996) mentions is the term ‘vocative.’ “The term ‘vocative’ is used in the sense of ‘calling upon’ the readership to act, think, or feel to ‘react’ in the way intended by the next” (p.143). It seems to be a rather subtle way to change people's

mentality. This approach reveals that vocative in a text can be a subtle but powerful means of influencing the mindset of the receiver. By appealing to the emotions, thoughts, or behaviors of the audience, the author or sender seeks to generate a specific reaction, which turns the text into an instrument of persuasion. Therefore, the translator must not only understand the explicit message but also grasp the underlying intent and reproduce it effectively in the target language.

2.1.4 Translation Methods

After analyzing the function of the text, translators must choose between two methods when translating, which are emphasized since the beginning of their studies in this profession. These methods can completely define the translation of a document. According to Newmark (1988), “There are eight translation methods which are divided into two groups. First are translation methods that are emphasized to the source language and second are translation methods that are emphasized to the target language. While the methods are an essential tool for translators, the real challenge is to know which one to apply”. Steiner and Yallop (2001) stipulate that “While the basic inventory of translation methods constitutes a major part of a translator’s tool kit, what remains problematic is the criteria for applying them.” With so many options and so many different texts, it is a difficult task to guarantee the maximum accuracy of a translation if these aspects are not taken into account.

2.1.4.1 Semantic translation

It can be understood that this group focuses on providing the meaning of the original text, something like paraphrasing so that the resulting text has a more natural flow than with literal translation. According to Newmark (1988), “Semantic translation may translate less important

cultural words by culturally neutral third or functional terms but not by cultural equivalents. Is more flexible, admits the creative exception to 100% fidelity, and allows for the translator's intuitive empathy with the original.” This type of translation cannot be provided in any text, translators may have prior analyses carried out to determine a precise, and above all natural, solution. As Newmark mentions, the semantic field has several subcategories that should be highlighted in order to understand in depth the importance of analyzing the corresponding texts.

Word-for-word translation: This is often demonstrated as interlinear translation, with the TL immediately below the SL words. In this method, the context of the text is not important as long as the corresponding translation is followed step by step because this type of translation is not usually well received unless it is strictly necessary, as is often the case with translations of sacred texts such as the Bible, among others.

Literal translation: The SL grammatical constructions are converted to their nearest TL equivalents, but the lexical words are again translated singly out of context. This method usually presents many challenges when the text includes words that are quite specific to the original language, such as idioms. The latter when translated word for word have a different meaning. Literal translations often omit this particular aspect, which can result in mistranslation.

Faithful translation: The faithful translation attempts to reproduce the precise contextual meaning of the original within the constraints of the TL grammatical structures. As already mentioned in the definition, the translator must perform a complicated task without neglecting the author, so that by all possible means and structures the message of the text is well received, even if this means focusing completely on the grammatical structure of the target language.

The importance of the meaning of human thoughts is what drives translators to be a bridge among languages. Vandevoorde (2020) emphasizes that “Meaning is what is transferred, it is carefully wrapped content of a box labelled fragile that at all times needs to be held securely, carried by a vigilant translator-delivery boy or a girl” (p.1). As stipulated, these subcategories focus on the source language where what matters most are the authors and the messages they want to give to the audience. The second group is known as communicative translation, which focuses all its efforts on the opposite pole.

2.1.4.2 Communicative translation

This group is responsible for providing the precise contextual meaning of the original text in the target language. Newmark (1988) mentions that “Communicative translation attempts to render the exact contextual meaning of the original in such a way that both content and language are readily acceptable and comprehensible to the readership.” In the end, this type of translation method looks for comfort. In simpler words, the translators look for naturalness. According to Küçükbezirci (2018), “The readers get the same impression from the translated text as the readers of the author’s work experience while reading the original in the SL.” There is nothing more satisfying in this profession than reading something that sounds like it would have been written in your language. Just as the semantic translation is divided into several subcategories, so it is the communicative translation, which includes adaptation, free translation, and idiomatic translation. The following concepts are defined by Newmark, and they will be presented in a summarized manner for a better understanding.

Adaptation: It is used mainly for plays (comedies) and poetry. The themes, characters, and plots are usually preserved, but the SL culture is converted to the TL culture, and the text is

rewritten. It is understood as the “freest” way of translating because in reality it is not translated, what is done is to understand what the work is about and transform it into something different so that the audience is satisfied.

Free Translation: Free translation reproduces the matter without the manner, or the content without the form of the original. This method can be very contradictory because the message is translated in a context that is fully understandable to the target language audience. The problem is that it does not stick to the original text, so it is generally understood as a paraphrase of the text.

Idiomatic Translation: Idiomatic translation reproduces the 'message' of the original but tends to distort nuances of meaning by preferring colloquialisms and idioms where these do not exist in the original. It can be interpreted as an "informal" type of translation because it tends to translate with more colloquial words or uses forms that were present in the original text.

2.2 Translation Procedures

Translation procedures are used when the translators formulate equivalence in transferring the message from the source language to the target language. From this point onwards there are different translation procedures. As mentioned by Newmark (1988), “Translation procedures are used for sentences and the smaller units of language. These procedures can be understood as methods that extract the most relevant parts of a text in the source language that the translator must use to achieve equivalence.” Translation processes are more thorough because they take specific parts of the texts in order to dissect them correctly. Therefore, when translated that word or sentence makes sense in the target language without

drastically affecting the source language. According to Deslie (1999), “Translation procedures are applied by translators when they formulate an equivalence for the purpose of transferring elements of meaning from the Source Text (ST) to the Target Text (TT) in micro-textual units (sentences and smaller units of language).”

2.2.1 Transposition

This is a procedure that is only used in specific and necessary cases since the target language would be given "more importance" than the source language to achieve a better translation. According to Vázquez-Ayora (1977), transposition is a procedure by which the translator replaces a part of the speech of the source language for a completely different target language speech without losing the message of the source language. As Vázquez-Ayora mentioned, this is a procedure in which the grammatical gaps between languages each have a different structure even though in some areas they have similarities.

As has been mentioned many times, translation is not only changing the text from one language to another but also entering another culture to convey a message. This concept can also be interpreted outside the area of translation, since according to Peter Burk, this word has been used since 1920 to define a passage from one culture to another. Based on R. R. Murret, transposition is defined as translating “from one part of a system to another”.

If we interpret languages as systems, it is obvious that one language is a passage from one system to another. “So far as I know, the first time that the English term ‘transposition’ was used to refer to culture in general, was in 1920, when the Oxford anthropologist R. R. Marett referred to the transposition’ of elements of culture” (p.1). All that is transmitted is information

in which other people are interested; a funny interpretation of ‘transposition’ is provided by Fawcett. “Both they and Vázquez-Ayora devote some considerable space to the not always fascinating task of demonstrating how the parts of speech may play musical chairs in translation.” This only highlights the different paths a text can take in translation.

2.2.2 Modulation

Modulation can be interpreted as looking great in the source language but horrible in the target language grammatically speaking; therefore, translators tend to change the meaning of words for better grammatical agreement. According to Newmark (1988), “Vinay and Darbelnet coined the term. “modulation” which defines a variation through a change of viewpoint, of perspective, and very often of the category of thought.” Modulation is also a change from the point of view of the text. Valney and Dalbernet (1995) mentioned that “Modulation takes the form of a change in the point of view. If such were only conditioned by the syntactic structure, they could be considered a fixed rule-governed set” (p. 246). It is a slow process where grammar is questioned, and a restructuring of words is started to have coherence and sense in the reading. In simple words, modulation consists of using a phrase that is different in the source and target languages to convey the same idea.

2.2.3 Omission

Omission means to remove words that are not necessary in the target language because there are already others that clarify the idea. However, it is known that even if they are omitted, they do not alter the message of the text. According to Vázquez-Ayora (1977), “The omission method works particularly for the translator to avoid redundancy and repetition of ideas that can

be expressed in a single and simple form when translated into the target language.” This procedure may be the result of cultural clashes between the source and target language. It can be understood as a procedure that is done out of respect for the other culture, depending on which one it is, what the translator does is to omit words that have no equivalents in the target text or for cultural reasons may generate some kind of hostility in the readers.

On the other hand, omission is a double-edged sword that, if not applied correctly, can trigger a series of misunderstandings, and can even create arguments regarding the original text. As already mentioned, omission can occur for several reasons that generally focus on cultural gaps, starting with the language and its different grammatical structures. Many times, translators must eliminate information that makes no sense to the public of the language. Another factor that determines the use of this process is redundancy; sometimes the original texts may contain a lot of information that may be unnecessary for the target audience, and they know will not affect the message of the content. The last factor is not usual in translations but can happen in certain countries. As was previously mentioned, omission can cause hostility, why? It all comes down to culture, some countries are not so tolerant of certain types of information. Therefore, this prompts omissions to be usually made in the texts to not affect the sensitivity of the community; however, translators may be sacrificing the true message of the original content, which may end in misunderstandings.

2.2.4 Amplification

Amplification aims to reinforce the idea of the source text when it is translated into the target language text, mostly because of the lack of an equivalence to express the word or idea of the source text into the target language text. According to Newmark (1988), “Amplification is a

not uncommon shift, often neglected, is the source language adjective, English target language adverb plus past participle, or present participle plus objective.” In general, Spanish tends to use more words to mention something. In English the opposite happens as; it tends to use the least number of words. “The translation uses more words than the source text to express the same idea.” As Pym (2017) said before, it may seem unnecessary, but all languages express themselves differently and you must abide by those rules. This information does not need to be added in a glossary because it is very specific, so another option is to define this word to “introduce clarifications that are not formulated in the original text as explanations, clarifications, added information or even notes from the translator or Footnotes.” It usually occurs in many texts where colloquial culture or specialized areas stand out, however it is not a process that is frequently applied.

2.2.5 Explicitation

According to Essay Company (2017), this process aims to express with a wider vocabulary the ideas of the source language to provide a better understanding of the text in the target language reader just like amplification. In many languages, there are words in the language that do not necessarily have a literal translation, such as colloquialisms or technical words of some specific area like medicine or engineering, and with globalization, English is used more often even within other languages. That is why, in translation, explicitation is necessary. Murtisari (2016) mention that “Explicitation is generally defined as a shift in translation from what is implicit in the source text to what is explicit in the target text.” With so many technological advances, new words emerge, often and from English or other highly developed areas of the world. English has lately become part of many languages, so it is important to

explain the proper definitions if translations contain technical words or words that have always been part of the culture of the language.

2.2.6 Literal Translation

This is the most popular translation among translation students because it is usually emphasized to avoid using this procedure indiscriminately. According to Newmark (1998),

“The present excessive emphasis in linguistics on discourse analysis results in the corresponding idea in translation theory that the only unit of translation is the text and that almost any deviation from literal translation can be justified in any place by appealing to the text as an overriding authority. The prevailing orthodoxy is leading to the rejection of literal translation as a legitimate translation procedure.”

His thinking invites to reconsider the balance between fidelity and functionality, and not to automatically discard more traditional approaches in favor of discursive trends that, while useful, should not become dogmas.

It can be applied, but it is not always the correct thing to do. Textual analysis must be carried out and a conclusion must be made as to whether this procedure can be applied. According to Dimitrova (2005), “Made on a level lower than is sufficient to convey the content unchanged while observing TL norms” (p. 52). This type of translation is usually used under strict standards since it is not always the best option. A very common example of this process is the translation of sacred texts, such as the Bible, which is considered the first document to be translated and currently remains the most translated. As well, this procedure is often frowned

upon, under the assumption that it leads to a badly translated text, a translated text where the ST structure is reflected in an exaggerated and unwanted way.

2.2.7 Punctuation Changes

At a general level, grammatical punctuation can completely change the meaning of a text in both English and Spanish. It is true that in both languages' punctuation rules are similar and are almost always applied to the same situation. However, knowing those rules does not mean that people know how to apply them. That is why translators must be very careful when analyzing texts to understand the ideas with punctuation marks in them. According to Dana Awad, Gassan Mourad, and Mari-Rose Elamil (2020), "punctuation marks, in translation teaching and practice, are sometimes unstated. The reason for this might be that they are considered universal, so even if the standard use of punctuation is not respected, the TL reader will be able to decipher the ST meaning."

Punctuation refers to the specific markings, signs, and symbols that are used in and around sentences to give them structure and allow for correct understanding and comprehension. As Newmark (1998) says, "Punctuation is an essential aspect of discourse analysis since it gives a semantic indication of the relationship between sentences and clauses, which may vary according to languages." In translation, punctuation is a quite tedious process in which the translator has to have a lot of grammatical knowledge of both languages, as the slightest alteration can change the context of the sentence, and any error can generate a large change in the text and can worsen if the error comes from the original text. Therefore, translators have to be meticulous to take care of even the smallest detail in the text.

2.3 Glossaries

In this section of the chapter, the most important arguments for translators regarding glossaries can be found, as well as how to develop a glossary that covers all the most difficult content and terminology in any text, in this case, the texts that are to be translated, just as procedures such as explicitation, omission, and even amplification, are applied. It is necessary to be interested in all those words that need special attention and have a reason to be part of the text. All the information passes through many people, and they do not necessarily have the technical knowledge to understand the texts; therefore, part of the translators' job is to create glossaries with the corresponding words. Furthermore, the development and use of a translation glossary are essential for several fundamental reasons that directly impact the quality and coherence of the process. The section below aims to mention the reasons why it is important to create this text segment.

2.3.1 Relevance for the Translator

As for the main information, if you look for the definition of a glossary, you will always find that it is a list of terms with their respective definitions. In short, it is a miniature dictionary focused on the content of the text. Each translator has a different point of view, a different way of working, and their knowledge and experience may vary; therefore, when a translator is asked to create a glossary, it is important to know what data to include, in addition to the definition. Data such as pronunciation, context examples, and etymology, among other aspects, can be taken into account.

In any document, no matter how ordinary, a glossary is always welcome. While a text may not always contain very technical words, not all readers are scholars, not even the translators themselves, despite being obliged to look for the meaning of many words. Therefore, it is better to have an extra support to understand the reading better. According to Acclaro (2013), another benefit of the use of glossaries is that a glossary (from the Greek *glossa*, meaning obsolete or foreign word) ensures a consistent style and voice, an accurate rendering of the original text and a level of translation quality that is even throughout. This can be interpreted as glossaries are not just another section of a translation document, but they help the translator to better understand the text and its meaning in addition to helping the readers and users of the document.

Translators play a fundamental role in closing linguistic and cultural gaps and facilitating communication among diverse audiences. An important benefit for translators when it comes to including a glossary in their work is that in addition to clients, readers, or people who have no idea of the technical or specific content of the text, the translator manages to gain experience and add more vocabulary to their professional knowledge. Speaking of knowledge, when the translator is working during the analysis process, it is mentioned that one of the main objectives is to identify words or terms with which the translator, even the clients, are not familiar with. Creating a glossary saves the translators time when they are already translating and helps them to obtain more accurate results, which increases and improves their productivity when it comes to carrying out the real task.

2.3.2 Relevance to the Translation Process

During the process, it is good to write down any technical words or words that are difficult for ordinary readers. According to Essay Company (2017), “Besides the terminology, it facilitates the translator in the translation process when needs to look up phrases or terms faster and understand thoroughly the information in the text.” This means that in all those documents that contain complex information or technical vocabularies, such as documents from the medical, law, or even financial industries, a glossary can be used to help the translator, but above all the reader, to better understand the texts.

The translation process involves more than just linguistic mastery; it requires a complex understanding of context, culture, and specialized terminology. The way glossaries benefit the translation is not only by increasing productivity through time savings, as mentioned above, but also by ensuring consistency in terminology during the translation. Moreover, it also mitigates the risk of misunderstandings and addresses discrepancies that may arise from the original text. Every grain of sand contributes to a great cause, which is to translate a text with the greatest precision possible. Glossaries expand knowledge of specialized areas used for future projects that provide efficiency and effectiveness for both the translators and the translation itself. For translations to achieve maximum accuracy, they have to go through several reviews, each one more exhaustive than the other to ensure that the translators in charge are on the right track. Creating good glossaries can even strengthen working relationships among translators and clients, since with this information, they can improve the terminological knowledge of the company and its employees, to be able to use it in future projects.

As a last point, it is important to clarify that the quality of both the translator and the translation process increases exponentially, and as strange as it may seem, in addition to saving time, it also affects the economic savings of many companies since glossaries are only created once to take advantage of them. For a long time, the biggest change they may need is to be updated from time to time. Therefore, glossaries play a crucial role in the translation process, time, and economic savings, terminological consistency, coherence, and reduction of risks of misunderstandings are at least the most important benefits that the creation of the glossary implies.

2.3.3 The Process of Creating a Glossary

Glossaries are the paper version of a small database within a document, so the translator does not have to look for definitions elsewhere or in dictionaries. The longer it is, the better the compression will be for readers. According to Rennert (2007), “Glossaries can also serve as the foundation for translation memory databases. Using translation memory software can lead to improved linguistic consistency and lower translation costs.” Creating a glossary requires little effort, but it can make a big difference in the quality and consistency of the finished translation.

The first step to start developing a glossary is to collect the necessary information and systematically arrange it according to the relevant requirements and specifications. After that, the process must be divided into two parts: The macrostructure, which is made up of the general structure of the glossary, such as the design and arrangement of the table. The other part is the microstructure that is responsible for the organization of the details such as defining what information will be included within the glossary. Below are some guidelines written by Gapper (2008) that are necessary for creating a glossary.

At the beginning, translators must ask themselves several basic but important questions to determine the main use of the requested glossary. The first is to confirm who is requesting this information or, in other words, who it is for. The second thing is to think about what this glossary is intended for, it is, as well as where it will be used and under what circumstances. An example could be providing a glossary for new employees of a call center, where very specific words are usually used, mostly related to computing. In the end, these questions shape the nature and true purpose of the glossary, not just to include and define words that people do not know.

Although a glossary may have all the necessary information collected and organized, it does not mean that everything will be included in it. According to Gapper (2008), “Some are likely to be uninteresting because they are well known or not very relevant to the field in question.”. She also mentions that it is extremely important to analyze the importance and frequency in which these terms are used in the specialized field or in the text that needs to be translated.

As mentioned at the beginning of the guidelines, the translator must be clear about who owns the glossary. Gapper (2008) uses an example that explains this importance very well. She mentions that although the glossary belongs to a certain field, it is not necessarily aimed at people who specialize in that field. Therefore, creating a glossary for a medical company that produces medical equipment necessary for surgeries, is not the same as designing it for a professional surgeon who constantly uses technical vocabulary. Another important point is the implementation of what is known as terms and words. It is generally more beneficial to include terms than words. Terms such as phrases made up of two or more words are used in different fields and when taken out of context they may have a different meaning. Gapper (2008) assures

that this is the best option since it expands the number of concepts that can be included in a glossary. Most terms found in a glossary can be composed of various forms such as abbreviations or acronyms, so it must be considered if this information needs to be included.

This leads to another important decision. The second step after clarifying the doubts is what type of information will be included about the terms. All glossaries follow a standard organization, but no rule says they all must include the same information. This will depend on the type of text and information previously collected. Just as a glossary with little information may be useless, one with a lot of information can be cumbersome. Translators have to play with the options and do a detailed analysis of what kind of terms need certain information to give an easy-to-understand meaning. One of the biggest challenges is providing the proper definition for the term. Definitions do not necessarily mean writing the meaning of the term as if it were a dictionary. Context is key in any text, which leads to a good text analysis to determine where the definition of the term should be directed. Another aspect to take into account is equivalents. Although many countries speak the same language, it does not mean that all their vocabulary has the same meaning. Location is an important factor when creating a glossary. Terms may mean the same thing, but another audience may know the term through a completely different word.

The above were some important aspects that require immediate attention every time a glossary is going to be created. Among other points, literacy plays a crucial role in promoting the aesthetic part of the macrostructure of the glossary, and also in facilitating the search for terms. Finally, small great typographic details such as font size, font type, arrangement of information, and whether the information should be highlighted in bold or not, among others, must be considered while carrying out the process.

Even when the procedure is explained in a simplified way, a glossary noy only involves placing a "word" in a table and writing its meaning next to it, as it also requires questioning and thinking about the best way to transmit a message and also create mini dictionaries for even greater understanding. Honestly, if human beings did not have an interest in communicating, translators would not exist and without them who knows where we would be now?

Chapter III

Methodological Framework

This chapter presents the approaches to the project and all the relevant aspects to be able to carry out the proper work, as well as the categories to which the work belongs and the instruments that will be used, so that the work is executed efficiently. It can be considered one of the most important chapters, since it will outline the different aspects that lead to a correct translation, such as analysis categories, data collection methods, and information sources, among others. These aspects are the most influential in the translation process and in ensuring that readers can understand it in the best conditions. The following sections will explore each of these aspects in detail below.

3.1 Research Approach

This project works under the qualitative approach, as it focuses on the formulation of a problem that must be refined, specified, and structured to carry out an adequate investigation. Qualitative theses focus on the collection and analysis of non-numerical data, where concepts, opinions, or experiences are understood. The procedures required to carry out this type of research should be based on specialized sources such as books, articles, and websites, among others, as long as they are well supported. Since this is a thesis with an emphasis on translation, it must be classified as qualitative research. Given the nature of the documents to be translated, the researcher must investigate whether any obstacles could compromise the proper development of the translation. To do this, it applies the theoretical knowledge acquired during the learning process, which in turn is extracted from duly supported literary sources.

3.2 Research Design

The type of design that this project presents is descriptive, which according to the Office of Human Research Protections (OHRP) (2023), it is defined as “Any study that is not truly experimental.” This means that all the means necessary to carry out the work come from the knowledge acquired by professionals and previously verified information. The information collected does not rely on trial-and-error results; therefore, this thesis, framed within a descriptive design, indicates that the translated texts should be carried out under the proper standards studied and corroborated over the years. Translations generally follow a pattern established by experienced professionals in the area and must be strictly followed.

3.3 Information Sources

As already mentioned, the information necessary to prepare this translation project requires three essential sources in the collection and analysis of information to implement a competent and accurate translation. Primary sources include theses, dissertations, scholarly journal articles (research-based), some government reports, symposia, and conference proceedings, among others. According to the University of Minnesota, Crookston (2023), “These sources are records of events or evidence as they are first described or happened without any interpretation or commentary.” Primary sources are considered the first for providing recent information since they are based on original thoughts given by people who constantly carry out research or reports.

Secondary sources include textbooks, edited works, books, and articles that interpret, or review research works, histories, biographies, etc. (University of Minnesota, Crookston, 2023). These are clear examples that provide help to primary sources to validate the information. This

can be understood as providing supplementary information to help the translator better understand the text. The importance of these sources lies on the content because they help to understand cultural, technical, or stylistic references, as well as to ensure consistency in terminology and provide depth and capture nuances that may be lost in the original text. From a causal point of view, people who have knowledge in another language prefer to consume content in the original language because they know that when it is translated, sometimes that cultural background is lost.

Finally, tertiary sources are characterized as sources that are not credited to a specific author and their purpose is to list or summarize a group of ideas with little information (University of Minnesota, Crookston, 2023). Some examples of this type are dictionaries/encyclopedias, directories, guidebooks, manuals, and handbooks, among others.

3.4 Analysis Categories

Depending on the approach, variables (quantitative) or categories of analysis (qualitative) are defined. In the case of variables, a conceptual, operational and instrumental definition must appear. Hernández et al. (2014) explain that the conceptual definition is to provide the theoretical meaning; the operational definition is the activities or operations to measure variables, and the instrumental definition is to indicate which items of the instrument are related to the variable. In the case of the categories of analysis, which are derived from the content of each specific objective, only a conceptual definition is made, considering the theoretical line that has been assumed for the research action. Thanks to these definitions, the items of the instruments are elaborated with greater precision. To ensure greater precision in this project, the researcher relies on the knowledge acquired in the following categories, which are essential within the field of translation. A brief definition of each category will be provided below.

Translation: According to Peter Newmark (1998), an important figure within the field of translation, “Common sense tells us that this ought to be simple, as one ought to be able to say something as well in one language as in another.” In simple words, it is just changing a text from one language to another, but thanks to documents, books, bibliographies, and this research, it is much more than that. As has been mentioned many times, translation is transmitting a message and connecting with another culture.

Translation Methods: According to Newmark, the methods arose from complaints from audiences who wanted true translations. For a long time, translations were not exact and information relevant to the message was often omitted, either on purpose or due to lack of experience. Therefore, translation methods are considered the different ways of transmitting the message depending on who the text is directed to, and whether it focuses on the author or the audience.

Translation Procedures: Newmark briefly defines translation procedures as “translation procedures are used for sentences and the smaller units of language.” This category uses a more detailed approach because it focuses on details that, although they may seem small, can have a great impact on the message in the future.

3.5 Data Collection Instruments

This section specifies the instruments to carry out the project, including the documents to be translated, and the development of a glossary to improve the understanding of the requested documents. The documents requested by the company are specialized in the legal field, as the requested organization is a law firm. Additionally, a glossary is necessary for this project, as it has as objective to provide a better understanding of the information presented in the texts.

As the project deals with several documents, a glossary will be created for each document. The glossaries will be organized on a three-column table. The first column, titled “term,” will list the terms previously taken from a textual analysis of each document. The terms will be organized in alphabetical order and formatted using Times New Roman, size 12 font in the second column, titled “Meaning in Spanish”, it will be provided the Spanish translation of the term, also using the same size and font. The third and last column, titled “definition,” will consist of the respective definitions.

3.5.1 Text Analysis Chart

This tool emerges as a key strategy for accurate, consistent, and culturally appropriate translation. This chart is not something that is used only by professionals, but by anyone who needs it, whether a student, teacher, or professional in the field. As Nord (2006) points out, “Such a model of translation-oriented text analysis could be of use not only to the students and teachers in translator training but also to the professional translator.” In other words, this type of analysis is not limited to the classroom or the office. It is a versatile tool that supports better translation outcomes across all levels of experience and in a wide range of contexts. Creating this chart is a crucial step, because it allows the translator to make informed decisions, anticipate challenges, and choose the most suitable strategies to preserve meaning and intent.

In a more detailed way, the reason why a text analysis chart is important is because they help to facilitate the overall understanding of the text; for example, what it is about, and to whom it is addressed, and the purpose of the text. These are the three fundamental factors for organizing the information, as they lead to more accurate translation decisions such as whether the document is informal; use more relaxed language, or if it is very technical, and thus look for specialized sources. Gathering this information allows the translator to identify specific

challenges such as puns, cultural references, among others. All this analysis prepares the translator to face the text with the best strategy.

As mentioned before, this tool can be used by anyone who needs it, which means that for this project it is also necessary, not only to enrich knowledge in the field of translation and gain experience for future projects., but to apply all the information previously researched to the documents selected for this project and to be able to given them a proper and accurate classification, so that future student translators can understand the importance of conveying the message of a text from one language to another.

3.5.2 Color Coding

From a psychological perspective, color coding is a visual aid for people with cognitive difficulties in reading. According to the organization Language Disorder Australia (2025), “Color coded writing provides an additional layer of meaning to text that visually supports students with literacy difficulties, Language Disorder and/or executive functioning weaknesses to identify grammatical elements of our language system.” This highlights the fact that visual cues can play a major role in helping readers, especially those with neurodivergent profiles, make sense of language structures by associating colors with grammatical categories.

In the context of translation, this technique can be adapted to support both comprehension and production. This is not a formal theory, but as mentioned, it is a practical and visual technique widely used in teaching, reviewing, and analyzing translations. Its main function is to assign different colors to specific parts of the text to highlight important aspects of the translation process. Some of them may be the detection of omissions or changes, it also teaches translation

strategies to visualize what techniques are being used, as well as comparing the source text and the translated text.

In this project, color coding is a fundamental method for correctly evaluating the translation processes used in PredictaBill documents, especially because they are legal documents that involve extensive technical knowledge. In short, color coding offers more than just a neat presentation, it provides accessibility, cognitive reinforcement, and practical utility for translators and learners alike. It transforms abstract linguistic rules into something visible and tangible, making language more approachable and inclusive.

3.5.3 Glossary

It is a very common tool used in any translation that contains technical words or terms that not everyone can understand. By-New-Ad (2021) from Future Group "...is a list of approved translations for specific terms. Glossaries often contain not only the correct translation, but also a definition, the context, and the part of speech the term comes from." This tool allows not only translators to understand how a term functions within a specific field, but also to anyone who is not familiar with the terms mentioned in the text. Besides, it helps to provide more accurate translations. Moreover, it is very useful in large-scale projects when many translators must use the same terminology.

There are many ways to create a glossary, but its cornerstones are usually a section that lists the term, a section that shows the translation of the word into the target language, and finally, a section that provides a definition by the translator. The reason the definition comes from the translator is that they are best equipped to help the reader to understand the meaning of the word in simple terms. After the translator has spent time researching the meaning of the word

means and the context in which it is used, they can provide a clear and precise definition that anyone can understand.

For academic purposes, a glossary will be created for each PredictaBill document. As is well known, these documents are legal in nature, and they often contain extensive technical vocabulary that not everyone has access to unless they research them or study a related profession. The glossary will be composed of terms in Spanish, English, the respective definitions of each term, and their grammatical function acquired in the target text. The main purpose of this glossary is to help future student translators, PredictaBill clients, or anyone else interested in the selected documents better understand the content of the text in case they require legal advice or services or simply acquire knowledge.

3.6 Collection Data Process and Data Analysis

The source texts selected for this project are legal texts from a law firm called PredictaBill, which specializes in providing legal services to clients interested in the Costa Rican market. The selection was based on their relevance to legal communication, the presence of specialized legal terminology, and the potential challenges they pose when translated into Spanish and English. Both texts represent real-world examples of legal language in English and Spanish in a corporate context, making them suitable for the analysis of translation strategies in professional settings.

3.6.1 Text Analysis Chart

The main purpose of the following chart is to present the information broken down according to the different scales, as it can help to classify it in the field of translation. Since both documents are of a legal nature, it is likely that similarities will be shown in the two charts;

therefore, a single chart will be used. The chart is divided into 3 columns: the first one lists the scales, while the other two rows indicate the name of the documents. Below is an example of what the chart will look like.

TEXT ANALYSIS	Jurisdiction and Admissibility by Paulsson	FAQ PREDICTABILL – Textos productos E- Commerce 23-20-2023
TEXT STYLE		
FORMALITY		
GENERALITY OR DIFFICULTY		
EMOTIONAL TONE		
TEXT FUNCTION		

Table 1 This is a researcher's creation for text analysis

3.6.2 Color Coding Chart

As mentioned previously, the color-coding chart is used to properly identify each translation procedure applied in the texts under analysis. For academic purposes, an example of the chart detailing the procedures used will be shown below. Each procedure is assigned a specific color that will be reflected in the paragraphs of the texts. By using this tool, prospective translators will be able to apply and correctly identify some procedures to get an idea of how they work and why they are applied. Thus, once again they will gain experience for future projects. Here is the example.

TRANSPPOSITION
MODULATION
OMISSION
COMPENSATION
EQUIVALENCE

Table 2 Shows the color that represents each technique in the color-coding instrument

3.6.3 Glossary Chart

The next section is the glossary. It can be said that it is one of the most important tools in this project. It is designed not just for students but for professionals, clients, or any reader interested in the topic. This tool facilitates the understanding of the text by clarifying terms that can only be found in the legal field, ranging from general terms to culturally specific legal technicalities. The following is an example of how the chart will be used in each text. This chart has four columns: the term in Spanish, the term in English, a description of the term, and its grammatical category.

SPANISH TERM	ENGLISH TERM	DESCRIPTION	GRAMAMICAL CATEGORY

Table 3 shows the explanation of the glossary chart made by the researcher

Chapter IV

Translations

In this section, the documents that have been fundamental to the development of this work can be found. They have been carefully translated from English to Spanish and vice versa. Beyond the bilingual ability, the researcher had a clear and defined purpose: to apply and demonstrate all the knowledge and skills acquired during her university studies. These translations represent the culmination of years of academic training, serving as tangible proof of the researcher's ability to face and solve complex challenges in the field of translation.

4.1 Jurisdiction and Admissibility by Paulsson Translation

The translation of this text is important to give better context on how to properly use some legal procedures when business disputes arise in global trade. The document has many examples of real situations over several years that show when it is wise to apply the concept of these procedures as they tend to generate confusion when making use of them. As BLP Legal is a company focused on commerce for people who want to do business in Costa Rica, this document can clarify any dispute or situation generated in any business. In addition to the fact that the company has trained personnel to resolve these disputes, it can also inform any reader interested in the legal area of how these processes are correctly applied.

As its name indicates, the text talks about jurisdiction and admissibility procedures. Separately it is easy to understand both concepts, but curiously when comes to legal proceedings the situation is complicated because many times it is thought that in a dispute jurisdiction should be applied when in fact it was admissibility and vice versa. The text has examples of legal disputes where in most cases the International Court of Justice had to intervene not because the

problem was very serious but because it involved business between different countries or very powerful entities and only it could shed light on the situation. It is interesting as it explains why disputes arise, how they are resolved and why in each case jurisdiction or admissibility applies.

4.1.1 Translation text from English into Spanish

Artículos de la Cámara de Comercio Internacional

Biblioteca digital

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(Fuente del documento: Biblioteca digital del CCI)

Jurisdicción y admisibilidad

1. Los desafíos
2. Resumen del problema
3. El día y la noche
4. La zona intermedia
5. Las pautas
6. Conclusión

Los desafíos

Es un asunto de suma importancia para distinguir entre estos dos conceptos.

Las decisiones de los tribunales que no respeten los límites jurisdiccionales pueden ser invalidadas por una autoridad controlada. Pero, si ambas partes han consentido la jurisdicción de

un tribunal determinado, sus resoluciones, así como la admisibilidad de sus declaraciones deberían ser definitivas. Por lo tanto, clasificar erróneamente temas de admisibilidad como jurisdiccionales puede resultar en una ampliación injustificada de los laudos y frustrar la expectativa de las partes de que su disputa sea resuelta por el tribunal neutral elegido.

Por supuesto que las leyes nacionales deben proveer explícitamente que la disposición arbitraria sobre los temas de admisibilidad no es definitiva. No obstante, otra vez las leyes nacionales deben proveer explícitamente que todas las decisiones tomadas por los árbitros son tema de total apelación, incluyendo conclusiones de leyes. Además, las leyes nacionales pueden prohibir por completo el arbitraje. Sin embargo, empáticamente no es la tendencia moderna. Este ensayo propone un enfoque consistente con un consenso internacional de que las decisiones de los árbitros que tienen jurisdicción son definitivas.

Resumen del problema

Una disputa comercial rutinaria puede servir como ilustración conveniente. Vekoma B.V. (Países Bajos) acordó entregar algunas cantidades de carbón a Maran Coal Corp. (EE. UU.). Su contrato contenía una cláusula que dice que las disputas podrían ser remitidas por arbitraje en Suiza bajo las reglas de la Cámara de Comercio Internacional. Esta cláusula también requiere/indica que cualquier arbitraje debe ser iniciado: “dentro de 30 días luego de ser acordado que la diferencia o disputa no puede ser resuelta por negociación”. Surgió una disputa. Maran le escribió a Vekoma el Día T que, a menos que Vekoma accediera a un acuerdo sugerido para el Día T+8, Maran podría iniciar el arbitraje. Vekoma nunca respondió.

El Día T+83, Maran escribió una carta de recordatorio. En el Día T+93, Vekoma rechazó la queja de Maran. En el Día T+122, Maran inició el arbitraje. Vekoma argumentó que el derecho de

Maran para arbitrar la declaración había transcurrido. El tribunal arbitral del CCI (dirigido por el conocido árbitro francés Jean-Louis Devolvé) desestimó esta objeción alegando que Vekoma debería haber respondido de buena fe a la carta de Maran del Día T, y que el plazo de treinta días comenzó a regir solo en el Día T+93, cuando Vekoma dio a conocer su postura. Por lo tanto, el inicio del arbitraje del Día T+122 fue oportuno. Un laudo de unos \$650,000 estadounidenses fue prestado en favor a Maran. Vekoma solicitó la anulación. El Tribunal Federal Suizo estimó la impugnación, sosteniendo que el acuerdo estaba sujeto a una condición posterior, a saber, el límite de treinta días, y que dicha condición falló cuando Maran omitió iniciar el arbitraje en el plazo de treinta días a partir del Día T+8, es decir, el límite que la propia Maran había establecido.¹

La anulación fue recibida con duras críticas. ²Algunos cuestionaron lo que hizo el Tribunal Suizo del análisis del acuerdo y la conducta de las partes. Por supuesto, todos son libres de criticar el razonamiento judicial. Pero, si la cuestión es si un tribunal arbitral tuvo la jurisdicción para decidir un litigio, no cabe duda de que el tribunal fue nombrado para reconsiderar la conclusión de los árbitros como parte de su función de control.

Otros cuestionaron la sentencia basándose en que ignoraba la presunción de que las partes no tienen la intención de hacer una estipulación de arbitraje inválida. Sin embargo, esta objeción yerra el blanco, ya que el Tribunal Suizo no cuestionó la validez de la cláusula de arbitraje.

El error fundamental de la anulación fue más bien que malinterpretó la naturaleza de la decisión arbitral impugnada. Los árbitros habían tomado una decisión sobre la admisibilidad de la demanda. Las partes habían acordado que todas las disputas bajo su contrato podrían ser decididas por este tribunal en particular y, como se ha señalado, la validez de la cláusula de arbitraje no estaba en cuestión. Por lo tanto, los árbitros decidieron la cuestión de la

admisibilidad en el ejercicio de su autoridad jurisdiccional. El Tribunal Suizo simplemente no tenía derecho a revisar su decisión de este aspecto.

Este sencillo ejemplo tiene paralelismos en casos actuales que implican mucho más en juego, particularmente en el ámbito del arbitraje bajo los tratados internacionales de inversión [Página 602:]. Los participantes en dichos procedimientos, a veces, se ven tentados a recurrir a comentarios sobre la admisibilidad realizados por jueces de tribunales internacionales permanentes, cuyas decisiones no están sujetas a ningún tipo de revisión. Esto es peligroso. La Corte Internacional de Justicia (CIJ) es un foro de primer y último recurso. Sus pronunciamientos sobre jurisdicción y admisibilidad son, por lo general, puras abstracciones.

3La clasificación de una cuestión como de jurisdicción o admisibilidad puede servir para explicar el orden por la CIJ de su propio procedimiento. **4**Pero no importa lo que el CIJ diga, su palabra es, por definición, definitiva.

Tampoco es mucho lo que está en juego cuando la mayoría de los tribunales nacionales consideran la naturaleza de las objeciones preliminares. Aquí la causa contraria tiene el mismo efecto: siempre que todas las decisiones estén sujetas a apelación, la revisión está disponible, ya sea si considera que la decisión inicial se refería a una cuestión de jurisdicción como a una de admisibilidad. En cualquier caso, prevalecerá la opinión del tribunal superior.

En cambio, la característica dominante del arbitraje es que las decisiones jurisdiccionales son revisables, pero otras no (Este ensayo no se ocupa de categorías extremas de “decisiones” que violan dicho proceso o ignoran las reglas imperativas del orden público). De ahí que sea vital comprender la distinción fundamental entre ambos conceptos. En efecto, ellos son tan diferentes como el día y la noche. Puede resultar difícil establecer la línea divisora entre ambos. Hay una

zona intermedia. Pero solo un necio sostendría que la existencia de una zona intermedia es prueba de que el día y la noche no existen.⁵

El día y la noche

Como se ha dicho, las digresiones terminológicas ocasionales de los tribunales internacionales de última instancia tienden a ser inútiles, porque no tienen razón para ver la importancia de la distinción en términos de posibilidad de revisión. Así parece que disparan tiros inofensivos desde la cadera como reacción a circunstancias particulares [Página 603:]. Por supuesto, los jueces del CIJ serían perfectamente capaces de distinguir la noche del día, si realmente les importara. Cuando Gerald Fitzmaurice aplicó su mente en el tema *Ley y Procedimiento de la Corte Internacional de Justicia*, reveló una aguda percepción de la distinción en una sola frase:

Pero un alegato jurisdiccional infructuoso deja abierta la posibilidad de que aún pueda excluirse el resultado de los últimos méritos mediante una resolución dictada en contra de la admisibilidad sustantiva de la demanda.⁶

Por lo tanto, la “admisibilidad sustantiva” puede surgir como una cuestión después de que se haya establecido la jurisdicción. Fitzmaurice no afirmó explícitamente que tales cuestiones de admisibilidad, como otras cuestiones sustantivas, no están sujetas a revisión, una vez decididas, el tribunal tendrá la jurisdicción. ⁷Pero, entonces, su marco de referencia seguía siendo el del procesalista internacional Shabtai Rosenne, quien había escrito en 1957 que internacionalmente no: “hay jerarquía de tribunales con jurisdicción predeterminada [sino una] multiplicidad fortuita de tribunales, sin preferencia de jerarquía esquemática entre ellos, cada uno con jurisdicción en la medida especificada en el tratado internacional por el cual fue establecido”.⁸

Esa visión —nunca del todo justificada— debe abandonarse a la luz de las realidades modernas. Hoy en día, la mayoría de los tribunales internacionales están sujetos a revisión de los órganos jerárquicamente dominantes. Esto es cierto en el ámbito del arbitraje de inversiones en rápida expansión, donde las resoluciones arbitrales están sujetas a anulación [Página 604:] por los tribunales o mecanismos estatutarios como los comités *ad hoc* del Centro Internacional de Arreglo de Diferencias Relativas a Inversiones (CIADRI) o a la denegación del reconocimiento y ejecución bajo el Convenio de Nueva York sobre el Reconocimiento y la Ejecución de las Sentencias Arbitrales Extranjeras. Y dicha revisión ha sido durante mucho tiempo un factor fundamental en el arbitraje comercial internacional.

La ley internacional ya no puede ignorar las implicaciones de reconocer la distinción entre jurisdicción y admisibilidad desde la perspectiva de la revisión. Además, las autoridades nacionales ya no pueden ignorar la conveniencia de la armonización siempre que traten asuntos que tengan una dimensión internacional.

El propio Fitzmaurice debería haber visto que la visión de Rosenne era dudosa, dado que su propia obra, en una sección titulada precisamente “*Jurisdicción y admisibilidad*”, destaca predominantemente el caso *Ambatielos*, decidido por el CIJ allá en 1952 sobre la clara premisa de una relación jerárquica entre ella misma y una comisión arbitral internacional creada bajo un tratado bilateral. El tribunal se enfrentó a una impugnación de su jurisdicción para decidir la disputa (entre Grecia y el Reino Unido).

Se consideró que tenía la autoridad para determinar si, bajo un tratado en particular, el caso debía someterse a arbitraje. El Reino Unido también había comunicado al Tribunal que la demanda no podría ser atendida porque el Sr. *Ambatielos* no había agotado los recursos locales y porque la demanda fue presentada con un retraso injustificado. Estas objeciones, según el tribunal, eran:

“argumentos de defensa dirigidos a la admisibilidad del reclamo de Ambatielos...El tribunal no expresa opinión alguna sobre la validez o efecto legal de estos argumentos”. ⁹Así pues, estas objeciones debían ser decididas por un laudo arbitral. ¹⁰

No hay una diferencia conceptual pertinente entre el escenario de Ambatielos (una determinación previa de la CIJ de que un caso debe ser atendido por arbitraje internacional) en casos donde los laudos arbitrales son revisados posteriormente por motivos jurisdiccionales. La misma deferencia hacia las resoluciones de admisibilidad debe mostrarse en ambas situaciones.

A inicios del siglo XXI, los laudos en los emergentes ámbitos del arbitraje de inversiones están entrando en el dominio público a un ritmo vertiginoso. Curiosamente, son incoherentes en su tratamiento hacia nuestros dos conceptos. Pero, en lugar de detenernos en lo que francamente parecen incongruencias desatendidas, haríamos bien en centrarnos en el precedente más esclarecedor. [Página 605:]

SGS contra Filipinas¹¹ es para este aspecto un modelo de claridad. Las dos partes celebraron un contrato de servicios que contenía una estipulación en el sentido que las controversias derivadas del mismo debían ser sometidas a un tribunal filipino. No obstante, alegando un pago fallido, SGS solicitó un arbitraje del CIADRI bajo el tratado bilateral de inversión entre su país de origen, Suiza y Filipinas. Filipinas afirmó que el tribunal del CIADRI no tenía jurisdicción, dado el hecho de que la reclamación esencial de SGS fue un supuesto incumplimiento de pago bajo contrato y la cláusula de controversias del contrato exigía que tales asuntos debían ser sometidos a un tribunal filipino y a ningún otro. El tribunal observó que el tratado, en términos generales, abarcaba reclamaciones contractuales y que el demandante había alegado específicamente violaciones del tratado. Por lo tanto, concluyó que era competente. ¹²No obstante, no aceptó que un BIT: “anule automáticamente la elección vinculante de un foro...para determinar sus

reclamaciones contractuales” y que siempre que: “la base esencial” del reclamo sea un incumplimiento del contrato: “el tribunal dará efecto a cualquier cláusula válida de elección de foro en el contrato”.¹³

Esto llevó al tribunal a dedicar una sección del laudo a la “distinción entre jurisdicción y admisibilidad”. Aunque hubo jurisdicción arbitral, había un impedimento para que el demandante confiara en el contrato como fundamento de su demanda ante el tribunal del BIT: “cuando el propio contrato remite esa demanda exclusivamente a otro foro”.¹⁴ Una decisión bajo el tratado sería prematura, por lo que la demanda era inadmisibile.

Las implicaciones son claras. Si el tribunal filipino estableciera que se debía una cantidad determinada, pero luego su sentencia fuera ignorada, la demanda ante la jurisdicción internacional estaría madura. Una demanda también podría ser propicia si el tribunal filipino rechazara el reclamo contractual, pero lo hiciera de una manera supuestamente ilícita según la ley internacional, como denegación de justicia.

Tanto si un tribunal arbitral afirma o declina su jurisdicción, su decisión al respecto debería ser revisable. Por lo tanto, en el caso SGS contra Filipinas, solo Filipinas estaba teóricamente en posición de impugnar el laudo sobre jurisdicción, porque el tribunal afirmaba jurisdicción (esto era poco probable que lo hiciera Filipinas [Página 606:], al haber prevalecido desde que el caso fue remitido a sus tribunales). Como demandante, SGS difícilmente podía quejarse cuando el tribunal arbitral aceptó que tenía jurisdicción. Tampoco podía impugnar cuando el tribunal, en el ejercicio de su jurisdicción, determinó que había un “impedimento” y que la demanda era “prematura” —dos palabras que denotan inadmisibilidad.

Este enfoque lúcido puede contrastarse con la terminología insatisfactoria utilizada en la parte operativa del laudo jurisdiccional en Methanex contra los EE. UU. El tribunal del CIADRI explicó su decisión de: “Las diversas impugnaciones de los EE. UU basadas en la “admisibilidad” de las reclamaciones de Methanex y de “las impugnaciones jurisdiccionales de EE. UU”. ¹⁵El lector atento observa la ausencia de las comillas alrededor de la palabra jurisdiccional. No es casualidad. En deferencia a los distinguidos árbitros, uno puede preferir interpretar el tratamiento de “admisibilidad” como una señal de que el tribunal estaba adoptando una terminología utilizada en alegaciones sin avalarla necesariamente.

De hecho, la terminología era errónea. Los alegatos finales de los EE. UU dejaban claro que su concepto de “impugnaciones de la admisibilidad” era que: “considerando ciertas todas las alegaciones de hecho, incluidos los hechos no controvertidos, ...como cuestión de derecho, no puede haber demanda y la demanda está propicia para ser desestimada en esta fase por esa razón”. ¹⁶Esto puede ser una muy buena definición de una moción para desestimar por falta de declaración una causa de acción o para utilizar la expresión actual en Inglaterra, una solicitud de anulación. El tribunal consideró correctamente que el punto de vista de esto no era una impugnación jurisdiccional.

Lamentablemente, no aclaró la cuestión añadiendo que tampoco se trataba de una objeción por inadmisibilidad. Esto puede demostrarse fácilmente. Según su propia definición, la impugnación de los EE. UU requiere la consideración de “cuestión de derecho” que excluiría la demanda. Los méritos del caso no se limitan a cuestiones de hecho. Los EE. UU pueden haber estado buscando un golpe de gracia en los méritos antes de cualquier audiencia, pero por muy pronto que tal defensa pueda ser alegada y considerada, es una defensa sobre los méritos y no sobre admisibilidad. Los EE. UU no estaban argumentando que el caso era inaudito, sino que era

jurídicamente imposible. Así es precisamente como debería entenderse la diferencia entre una impugnación de la inadmisibilidad y una solicitud de anulación.

Incluso si los hechos se dan por ciertos, tal y como alegan (y por eso, no hay resolución de controversias fácticas), una solicitud de anulación implica una consideración del fondo del asunto; el objetivo de la solicitud es precisamente [Página 607:] asegurar que se determine que la base jurídica de la demanda carece de fundamentos. Es por eso que una sentencia en dicha solicitud es tan inapelable como las decisiones sobre el fondo en general. Con respecto a esto, es un error inofensivo referirse a tales solicitudes como relativas a la admisibilidad. Sin embargo, la confusión de términos tiene un coste cuando se confunden conceptos tan fundamentalmente distintos.

En el caso Enron contra Argentina, el tribunal arbitral afirmó acertadamente que: “una objeción de admisibilidad exitosa normalmente tendría como resultado el rechazo de una demanda por motivos relacionados con el fondo”. **17** Pero los árbitros no vieron las implicaciones de esta frase engañosamente simple, ya que ellos afirmaron que la distinción entre jurisdicción y admisibilidad: “no parece ser necesaria en el contexto del Convenio del CIADRI, que solo trata de la jurisdicción y competencia”. Seguramente, los árbitros no quisieron decir realmente que el Convenio del CIADRI se ocupa de la jurisdicción y la competencia en el sentido de establecer sus distintivas características; todavía estamos esperando a que alguien lo haga. **18** Obviamente, no transmitían nada más que la observación de que el Convenio del CIADRI menciona expresamente tanto la jurisdicción como la competencia. Así lo hace, y cabe suponer que esta redacción de máxima discreción pretendía garantizar que el efecto buscado no se convirtiera en un rehén de turbios debates doctrinales. **19**

Por otra parte, aunque el Convenio del CIADRI no utiliza expresamente la palabra “admisibilidad”, su importantísimo artículo 52 ordena la anulación de los laudos por exceso de poder: por lo que, contrario a la afirmación que acabamos de citar, sí se vuele “necesario” entender la diferencia entre objeciones que deben ser finalmente decididas por los árbitros y las objeciones sujetas a revisión.

La zona intermedia

Es comprensible por qué una lectura superficial de los asuntos lleve a la tentación de agrupar todas las objeciones que, si se mantienen, pondrían fin al asunto. Esta característica común puede explicar por qué los índices de los informes de casos tienden a ser [Página 608:] irremediabilmente incoherentes. Sería mezquino menospreciar los ingratos esfuerzos de los elaboradores de índices y el problema está tan extendido que sería injusto señalar un editor en particular. Basta decir que, del volumen más reciente de una serie de informes de casos inestimables, uno se encuentra bajo el título de “admisibilidad”; dos decisiones que, en efecto, son asuntos propiamente de admisibilidad (si pueden surgir reclamaciones adicionales una vez presentados los alegatos iniciales y si la reclamación se presentó formalmente dentro del tiempo límite en el tratado pertinente) y otros tres que no son.

El abuso persistente de la palabra arbitrariedad ha dejado una discordia internacional, porque, donde sea que la palabra ha establecido un significado, es estrecho y, por ende, útil. El uso estadounidense de la palabra mezcla admisibilidad y jurisdicción. Esto ha creado una gran confusión. Con todo el respeto que merecen los jueces del Tribunal Supremo, uno no puede resistirse a desear que recuperen su cuaderno de notas y empiecen de nuevo.

Es necesario preocuparse del idioma. El idioma es liberador; el idioma atrapa. Las palabras iluminan y ocultan. El intento de buscar un acuerdo sensato de las palabras arbitrariedad, admisibilidad y jurisdicción es un esfuerzo meritorio de que podría eliminarse mucho despilfarro de recursos jurídicos.

En la primera edición de su *Law and Practice of International Arbitration*, publicada en 1986, Alan Redfern y Martin Hunter escribieron: “El concepto de [Página609:] arbitrariedad es, en efecto, una limitación de norma pública al alcance del arbitraje como un método de solución de controversias. Cada Estado puede decidir, de acuerdo con sus propias consideraciones de normas públicas, qué asuntos pueden resolverse por arbitraje y cuáles no.” **20** *Arbitrabilité*, escrito por Fouchard y Gaillard, **21** es la cuestión de si la disputa es un tipo (*une matière*, ej. divorcio o paternidad) susceptible a resolverse en arbitraje o si determinadas partes (ej. ciertas entidades de derecho público) están legalmente facultadas para acordar el arbitraje.

Cuando los principales autores franceses e ingleses coinciden en el significado que debe atribuirse al término latino de notable importancia, parece muy desafortunado que las autoridades estadounidenses promuevan un significado totalmente diferente. **22** Por supuesto, el Tribunal Supremo de los EE. UU. tiene tanto derecho como Humpty Dumpty, al afirmar que: “cuando utilizo la palabra, significa exactamente lo que elijo que signifique, ni más ni menos”, pero eso no significa, al menos de este lado del espejo, que sea una idea bienvenida. Fouchard y Gaillard se refieren al uso del Tribunal Supremo de EE. UU. como “generador de confusiones” y señalaron acertadamente que el sorprendente uso estadounidense está en desacuerdo con el que subyace en el gran esfuerzo mundial de armonización que conocemos como Ley Modelo de la CNUDMI. La única versión oficial de la Ley Modelo está en inglés con ortografía estadounidense, pero no, al parecer, con significado estadounidense.

El apartado 5 del artículo 1 de la Ley Modelo dice: “La presente Ley no afectará a ninguna otra ley de este Estado en virtud de la cual determinadas controversias no puedan someterse a arbitraje o sólo puedan someterse a arbitraje con arreglo a disposiciones distintas de la presente Ley”. La sección de la Guía de la Ley Modelo de Holtzmann y Neuhaus que trata del apartado 5 del artículo 1 titula simplemente: “Arbitrariedad”. [Página610:]

Los autores escriben: “El apartado 5 del artículo 1 fue el resultado de la consideración de una variedad de propuestas destinadas a excluir los asuntos que no eran arbitrables por arbitraje bajo la Ley Modelo”. ²³Estos dos abogados estadounidenses lidian repetidamente con “arbitrariedad” a lo largo de su volumen de 1307 páginas, pero nunca en el sentido del Tribunal Supremo de los EE. UU.

Cuando el Tribunal Supremo de EE. UU. decidió *First Options* en 1955, ²⁴ solo se podía concluir que ni los jueces ni sus secretarios se familiarizaron con la literatura internacional pertinente. Es cierto que era un caso doméstico y que, por tanto, las cláusulas de las partes no tenían un enfoque internacional. En cualquier caso, el tribunal perpetuó el desafortunado uso de la palabra arbitrariedad como intercambiable con jurisdicción o admisibilidad. Para una exposición más completa de la confusa terminología del tribunal, el estudio del catedrático Park sigue siendo valioso. ²⁵Para fines actuales, un resumen será suficiente.

El Sr. y Sra. Kaplan eran propietarios de una pequeña firma de inversiones. Se endeudó con First Options, una cámara de compensación. Surgieron algunas dificultades y se firmó un acuerdo de conciliación entre la firma y First Options. El acuerdo contenía una amplia cláusula de arbitraje. Posteriormente, First Options decidió iniciar un arbitraje para hacer cumplir los términos de pago del acuerdo de conciliación. Surgió la dificultad porque First Options quería perseguir tanto a los

Kaplans como a su firma, pero, por supuesto, no eran firmantes del documento que contenía la cláusula de arbitraje.

Los Kaplans se opusieron. No obstante, se convocó un tribunal arbitral. El tribunal se declaró competente para decidir sobre la cuestión de “arbitrariedad” y ordenó a los Kaplans que respondieran sobre el fondo, cosa que los Kaplans hicieron y perdieron. Entonces, llevaron el asunto al sistema del tribunal estadounidense. Al final, su posición fue reivindicada al Tribunal de EE. UU. Así debió ser. Sin embargo, podría decirse que el método del Tribunal fue una locura.

En lugar de ver que se trataba de una cuestión de jurisdicción y que la cuestión de si una parte se ha sometido a la propia autoridad de un tribunal arbitral nunca puede ser decidida definitivamente por el árbitro(os) pertinente, el Tribunal Supremo [Página611:] explicó que se trataba de una cuestión de arbitrariedad y que la respuesta dependía de la pregunta “bastante simple”: “¿Las partes acordaron someter la propia cuestión de arbitrariedad a arbitraje?”.²⁶

Puede ser “bastante simple” imaginar que las partes puedan dirigir la arbitrariedad de forma explícita, por ejemplo, como sugiere Kenneth Pierce, proporciona que: “cualquier controversia relativa al alcance o significado de esta cláusula de arbitraje debe resolverse en el arbitraje”.

²⁷Sin embargo, es algo tan raro o accidental en la práctica internacional, que no se puede aceptar que la posibilidad de tal estipulación sirva como base razonable sobre la que esperar que las partes regulen su conducta. Y, sobre todo, First Options era un caso sobre jurisdicción. Una vez se perciba así, la única cuestión es si se puede considerar que los Kaplan consintieron o no en arbitrar la demanda contra su empresa. Nada habría cambiado si la entidad corporativa separada hubiera hecho una “estipulación arbitraria” especial.

Tras *First Options*, el Tribunal Supremo de EE. UU también consideró que los siguientes casos implicaban cuestiones de “arbitrariedad”:

(i) En *Howsan contra Dean Witter Reynolds, Inc.* **28**, la cuestión era si un demandante podía recurrir a las disposiciones de arbitraje del Código de la Asociación Nacional de Comerciantes de Valores (NASD), el cual permite a los clientes solicitar arbitraje en un plazo de 6 años a partir del hecho que dio lugar al litigio. El tribunal dijo que no creyó que las partes tuvieran la intención de que tal situación de arbitraje fuera decidida por los tribunales en vez de un tribunal arbitral. **29** En lugar de pretender leer las mentes de las partes que aseguran que no habían pensado en este asunto en absoluto, hubiera sido mejor decir que se trataba de admisibilidad y, por lo tanto, sería un tema exclusivamente de determinación arbitral.

(ii) En *Green Tree Financial Corp. contra Bazzle* **30**, numerosos propietarios habían solicitado préstamos a Green Tree para la mejora de su vivienda. Todos los contratos de préstamo contenían la misma cláusula general de arbitraje. Se presentó una demanda colectiva, alegando que Green Tree infringió la legislación de consumidores. Un juez ordenó un solo arbitraje entre Green Tree y a los prestatarios como una sola clase (los individuos podían optar por no participar si así querían). Se dio un laudo de unos 32 millones de dólares [Página 612:] contra Green Tree, que solicitó su anulación alegando que la imposición de un arbitraje colectivo infringía las cláusulas de arbitraje individuales. El tribunal dijo que esto no era sobre si las partes acordaron arbitraje, sino de qué tipo de arbitraje acordaron, una cuestión que debía decidir el tribunal arbitral. Una vez más, en vez de dejar que el lector reflexione el significado del concepto de “tipo de arbitraje”, hubiera sido mejor decir que esto era un asunto de admisibilidad.

Un “¡No tan rápido!” se puede objetar. La dicotomía jurisdicción/admisibilidad puede ser conceptualmente inexpugnable, pero ¿fue la clasificación correcta en estos casos? ¿Qué hay

sobre el argumento de Green Tree que acordó arbitrar cualquier litigio relacionado con el contrato n.º 1 con el cliente A y arbitrar cualquier litigio relacionado al contrato n.º 2 con el cliente B, y así sucesivamente hasta el contrato n.º N con el cliente X? ¿Pero no enfrentarse a ellos en bloque? ¿Y qué hay sobre el argumento de Dean Witter Reynolds que solo consentían arbitrar demandas a tiempo? ¿Por qué estos no son casos de jurisdicción?

Incluso podría argumentarse que los casos de supuesto incumplimiento de una condición suspensiva para participar en un intento de negociación pertenecen a una categoría jurisdiccional. Es cierto que el Tribunal Supremo francés mantuvo que una demanda es inadmisibile (irrecurrible) si surge de un contrato que estipula que las partes deben someterse a un proceso de conciliación antes de iniciar una acción judicial, y esa condición suspensiva no fue cumplida.

31En el mismo sentido, se pronunció el Sr. Justice Colman, del Tribunal Superior inglés en el caso *Cable & Wireless plc contra IBM (R.U.) Ltda.* 32En su estudio de nueve laudos arbitrales del CCI titulado: *Cláusulas de solución de controversias de varios niveles en el arbitraje CCI*, Dyalá Jiménez Figueres demostró que los árbitros vieron este caso como uno de admisibilidad, para ser aceptado o rechazado dependía de si los términos de la estipulación eran obligatorios o facultativos y, en el primer caso, si se había intentado el procedimiento. 33Muy bien, pero ¿qué pasa cuando la decisión del tribunal arbitral va en contra del demandado, que insiste: “Solo consentí en arbitrar reclamaciones que fueron objeto de un intento de acuerdo estructurado y de buena fe”? ¿Por qué este no es un caso de jurisdicción, revisable por los tribunales? [Página 613:]

¿Qué pasa con la cuestión del *Locus Standi*? “¿Qué pasaría si un Estado demandado sostiene que un inversor extranjero no está legitimado para demandar por sus derechos en una empresa, independientemente de los derechos propios de dicha empresa? 34 ¿Qué pasa con una

impugnación, como en Sudáfrica, **35** basada en que el demandante no puede demostrar “ningún derecho o interés legal sobre el objeto de la demanda”?

¿Están todas estas cuestiones en la zona intermedia y, por lo tanto, son rehenes de cualquier presunción que los responsables de la toma de decisiones quieran hacer sobre intenciones inexpresadas?

Las pautas

Después de habernos metido en un buen lío, el Tribunal Supremo de los EE. UU. viene ahora a rescatarnos. Puede demostrarse convenientemente que se llegó a un resultado opuesto al de la sentencia de *Swiss Maran Coal*. La manera en que el tribunal aborda las cuestiones de oportunidad es clara e instructiva. **36** Una vez más, el Tribunal Supremo de los EE. UU. merece un aplauso por su análisis y no por su elección de palabras; se refiere a las cuestiones de oportunidad como relativas a la “arbitrariedad procesal” (Es difícil mejorar el comentario del profesor Rau: “Pero ¿quién podría pensar que la unión de estas dos palabras —cada una con una historia problemática y cada una notoriamente manipulable y vaga— está calculada para aumentar la inteligibilidad?” **37**). Los dos casos principales son *Wiley***38** y *Howsman*. **39** El primer caso implicaba una disputa sobre si se cumplió un proceso obligatorio de negociación en dos fases como condición previa al arbitraje; el tribunal dijo que esa cuestión debía dejarse en manos del árbitro. Basándose en este precedente, el tribunal enfatizó treinta y ocho años más tarde en *Howsam* —véase más arriba— que: “las cuestiones de procedimientos que se derivan de la controversia y que influyen en su disposición final no son, presumiblemente, competencia de un juez, sino del árbitro”. **40** [Página 614:]

¿Podría el obstinado objeto insistir, no obstante, en que estos dos casos, al igual que Maran Coal, sí se refieren a la cuestión fundamental de la jurisdicción, en el sentido de que el consentimiento al arbitraje se aplica a las reclamaciones oportunas y no a otras? ¿Cómo es que las palabras “surgen de la disputa” nos permiten saltarnos la cuestión de si la disputa fue confiada a los árbitros en primer lugar? Sería erróneo e inútil negar que este argumento tiene una lógica defendible. Los casos difíciles implican precisamente una colisión de lógicas, no el encuentro de la lógica y lo ilógico. **41**De hecho, en Howsam, el Tribunal de Apelación del 10º Circuito, muy parecido al Tribunal Supremo suizo en Maran Coal, aceptaron esta tesis, razonando que la norma de la NASD imponía un: “límite sustantivo a las reclamaciones que las partes han contratado para someter a arbitraje”. **42**La revocación del Tribunal Supremo es tanto más enfática y parece más acorde con las expectativas legítimas, así como con una política de evitar una multiplicidad de procedimientos. **43**

En su innovador y exhaustivo análisis sobre si deben ser los jueces o los árbitros quienes tomen la última decisión cuando se trata de recusaciones de la autoridad arbitral, el profesor Rau sugiere el siguiente punto central. Dado que la cuestión fundamental es si las partes han consentido en la autoridad arbitral, razona, no deberíamos basarnos en etiquetas o metáforas, **44**sino preguntarnos si, en un caso dado, se debe considerar razonablemente que las partes han pretendido que las controversias relativas a una cuestión concreta, incluidos los problemas de un umbral que podrían excluir los árbitros, decidieran de forma concluyente sobre el fondo del asunto. En su desarrollo de esta idea, Rau cita a un tribunal estadounidense que se preguntaba si la recusación era: “relevante para la naturaleza del foro en el que se oirá la demanda”. **45**[Página 615:]

La noción de “pertinencia con respecto a la naturaleza del foro” es prometedora. Nos permite ver que el nudo del problema de la clasificación es si el éxito de la objeción niega necesariamente el consentimiento al foro. Nuestro punto de partida adopta la forma de una pregunta: ¿la parte objetualmente apunta al tribunal o a la demanda? ¿El plazo de treinta días en *Maran Coal* pretendía ser una limitación al tribunal o a la demanda? La respuesta parece clara si se formula la pregunta del siguiente modo: en caso de que se superara el plazo de treinta días, ¿fue la intención de las partes que la demanda en cuestión ya no fuera arbitraje de la CCI, sino de otro foro, o que la demanda ya no podía plantearse en absoluto? Optar por la primera conclusión significaría que la objeción es jurisdiccional, pero es difícil imaginar que haya muchos partidarios de tal tesis. En la finalidad de la limitación era, claramente, garantizar que los litigios no se prolongaran. No se cumpliría ningún objetivo razonable estipulando que los casos presentados en un plazo de treinta días son de alguna manera adecuados para el arbitraje de la CCI, pero otros no deberían ser objeto de estipulación alguna, es decir, quedar expuestos a los caprichos de los conflictos internacionales de jurisdicción.

Seguir estas pautas facilitará la clasificación de las objeciones en muchos casos y debería facilitarla en todo. Las cuestiones de oportunidad o las condiciones previas, como la participación en un intento de conciliación, no plantean ningún problema. Lo mismo ocurre con las alegaciones de prescripción extintiva, renuncia a las reclamaciones, caducidad o ausencia de un conflicto jurídico o de un tercero indispensable. Hay incluso menos dificultades con las cuestiones de madurez a la SGS contra Filipinas (Por otra parte, el agotamiento de los recursos va más allá de la mera caducidad; el tratamiento del agotamiento por parte de la CIJ en *Ambatielos* como cuestión de admisibilidad está sujeto a dudas, excepto en el ámbito particular de la denegación de justicia 46). En cuanto a la impugnación del *Locus Standi*, la respuesta

dependería de si la cuestión es pertinente para el ámbito de jurisdicción contemplando en el instrumento internacional pertinente (por ejemplo, la definición de “inversor” en un BIT) 47 [Página 616:].

Conclusión

Para entender si una impugnación pertenece a la jurisdicción o a la admisibilidad, hay que imaginar que prospera:

-Si la razón fuera que la demanda no puede presentarse ante el foro concreto al que se ha acudido, la cuestión es normalmente de jurisdicción y susceptible de ulterior recurso.

-Si la razón fuera que la demanda no debería ser atendida en absoluto (o al menos no todavía), la cuestión es normalmente de admisibilidad y la decisión del tribunal es definitiva.

Las aplicaciones específicas de este concepto pueden ser objeto de debate. Sin embargo, el objetivo promovido por el enfoque sugerido anteriormente debería proporcionar un foco para tales debates.

Una vez establecido que las partes han consentido la jurisdicción de un tribunal en particular, existe una poderosa razón política —dada la multiplicidad de foros que de otro modo podrían entrar en juego internacionalmente, con resultados prácticos enormemente diferentes— para reconocer su autoridad para resolver de manera concluyente otras cuestiones de umbral. Se trata de cuestiones de admisibilidad: supuestos impedimentos al examen del fondo de la controversia que no ponen en tela de juicio la investidura del tribunal como tal.

Este ensayo no trata el derecho internacional público y privado como mundos separados. Aborda un problema genérico sin preocuparse por abstracciones que se están quedando rápidamente

obsoletas, en especial, en el ámbito del arbitraje de inversiones en virtud de tratados internacionales. Como Robert Briner a lo largo de su carrera, el proceso jurídico internacional se enfrenta a cuestiones que requieren una comprensión del derecho nacional, pero que cada vez se limitan menos a él [Página 617:].

1 Transport- en Handelsmaatschappij 'Vekoma' B.V. v. Maran Coal Corporation, judgment of 17 August 1995, ASA Bulletin 1996, 673; Revue suisse de droit international et de droit européen 1996, 573.

2 P.D. Friedland, 'The Swiss Supreme Court Sets Aside an ICC Award' (1996) 13:1 J. Int. Arb. 111; W.W. Park, 'Determining Arbitral Jurisdiction: Allocation of Tasks Between Courts and Arbitrators' (1997) 8 The American Review of International Arbitration 133. Véase también P.A. Karrer & C. Kälin-Nauer, 'Is there a Favor Iurisdictionis Arbitri? Standards of Review of Arbitral Jurisdiction Decisions in Switzerland' (1996) 13:3 J. Int. Arb. 31.

3 En su exhaustiva obra sobre The Law and Practice of the International Court of Justice 1920-1996 (1997), Shabtai Rosenne escribe, en la p. 883: Ni la jurisprudencia ni los escritos de los publicistas muestran ninguna certeza o unanimidad sobre la categorización de las excepciones preliminares.

4 En el asunto Right of passage (Preliminary Objection), I.C.J. Reports 1957, esto dio lugar a una notable cascada de seis decisiones consecutivas sobre objeciones.

5 Estoy en deuda con este pasaje memorable de Methanex Corporation v. United States of America, Laudo parcial sobre competencia y admisibilidad, 7 de agosto de 2002, 7 ICSID Reports 239 en 271 (párrafo 139): tal vez no sea fácil definir la línea divisoria exacta, del mismo modo que no es fácil ver en el crepúsculo la división entre la noche y el día. No obstante, aunque

la línea exacta no esté trazada, debería ser posible determinar a qué lado de la misma se encuentra la persona. Determinar a qué lado de la línea divisoria debe situarse una reclamación concreta. La cuestión era el significado de las palabras «relativas a» en el artículo 1101(1) del TLCAN, que establece que los árbitros pueden resolver reclamaciones con respecto a «medidas adoptadas o mantenidas por [un Estado anfitrión] en relación con... inversiones...».

6 G. Fitzmaurice, *The Law and Procedure of the International Court of Justice*, vol. 2 (1986) en 439. El intento de Fitzmaurice de distinguir jurisdicción y competencia es menos impresionante. Insistió en que la primera se refiere al «campo» general de la autoridad, mientras que la segunda se refiere a su pertinencia en casos particulares. Concluyó que, por tanto, existía un «doble requisito» que, a su vez, se multiplicaría por dos o tres (*ratione materiae*, *ratione personae* y *ratione temporis*), *ibid* en 435. Esto parece una categorización estéril porque sí. El concepto de autoridad puede articularse como un único requisito: que una reclamación entre en el ámbito de la competencia legal del tribunal para decidir. Todos los aspectos de ese requisito pertenecen a la jurisdicción. La lucha de Fitzgerald por buscar un lugar especial para la «competencia» parece vana. Las cosas no se aclaran cuando consideramos este pronunciamiento: «La jurisdicción se refiere a la capacidad del Tribunal para decidir un caso concreto con carácter definitivo y vinculante. La competencia, en cambio, es más subjetiva. Incluye tanto la jurisdicción como el elemento de la conveniencia de que el Tribunal ejerza su jurisdicción en las circunstancias del caso concreto» (S. Rosenne, *supra* nota 3 en 536). Las palabras «subjetivo» y «correcto» no pueden dejar de suscitar recelos. Sin duda, las cuestiones de procedimiento deberían encontrar un terreno más firme. Y lo que Rosenne nos está diciendo en realidad es que la competencia es jurisdicción, solo que hinchada con «elementos de decoro» que deben ser evaluados caso por caso por una efímera mayoría de jueces. Realmente debemos hacerlo mejor.

7 Fitzmaurice no discutió la admisibilidad «procesal». Probablemente dio por sentado —como debería haberlo hecho— que las cuestiones procesales deben ser resueltas necesariamente por el foro pertinente y sus normas.

8 S. Rosenne, *The International Court of Justice* (1957) at 249.

9 I.C.J. Reports 1952, 23.

10 Reports of International Arbitral Awards 1956, 83.

11 *Société Générale de Surveillance v. Republic of the Philippines*, ICSID Case ARB/02/6, 29 January 2004, 8 ICSID Reports 518.

12 'It is, to say the least, doubtful that a private party can by contract waive rights or dispense with the performance of obligations imposed on the States parties to those treaties under international law.' (párr. 154).

13 At para. 153, citing *Vivendi* (2002), 6 ICSID Reports 340 at 366 (para. 98).

14 Párr. 154.

15 *Supra* note 5 at 279 (párr. 172).

16 *Ibid.* at 262 (párr. 109).

17 *Enron Corp. and Ponderosa Assets v. Argentina*, ICSID case ARB/01/3, 14 January 2004, en el párr. 33.

18 El profesor Schreuer escribe que, según la terminología del Convenio del CIADI, la palabra «jurisdicción» se refiere a los requisitos del Artículo 25. Esto no es una definición ni puede serlo; el Artículo 25 no contiene ninguna explicación de *ratione materiae* o *ratione temporis*. Estas

cuestiones deben resolverse a través del alcance del «consentimiento» dado en casos concretos. Schreuer continúa afirmando misteriosamente que la «competencia» se refiere a «las cuestiones más limitadas a las que se enfrenta un tribunal específico, tales como su composición adecuada o la litispendencia». No profundiza más en la cuestión, sino que se da por vencido: «Los dos términos a menudo se confunden. no profundiza más en la cuestión, sino que levanta la mano»: «Los dos términos se utilizan a menudo indistintamente». C.H. Schreuer, *El Convenio del CIADI: A Commentary* (Cambridge: Cambridge University Press, 2001) en 538.

19 Véase la nota 6.

20 En la p. 105. Este estudio no se refiere a la arbitrariedad en lo que debería ser el sentido propio de la palabra, es decir, si un asunto puede resolverse legalmente mediante arbitraje. Si un asunto no es arbitrable, no ayuda. Si un asunto no es susceptible de arbitraje, no sirve de nada que los árbitros tengan una jurisdicción incuestionable y, por lo tanto, no importa si el problema de arbitrariedad es categórico o no. El problema de arbitrariedad se clasifique como de competencia o de admisibilidad. Si un asunto no es arbitrable, un laudo no se salva por la conclusión de los árbitros de que la cuestión de arbitrariedad se planteó demasiado tarde, aunque la tardanza de otros tipos de objeciones pueda constituir cuestiones de admisibilidad.

21 Ph. Fouchard, E. Gaillard, B. Goldman†, *Traité de l'arbitrage commercial international* (Paris: Litec, 1996) at 326.

22 En cuanto al uso en la lengua latina más extendida, véase la p. 97 de la obra de F. Gonzáles de Cossio de F. Gonzáles de Cossio (México: Editorial Porrúa, 2004): El texto «un asunto que pueda ser resuelto por arbitraje» del artículo II(1) de la Convención de Nueva York implica que existen controversias que no puedan ser resueltas por arbitraje. Es decir, non son arbitrables».

23 H.M. Holtzmann & J.E. Neuhaus, *A Guide To The UNCITRAL Model Law On International Commercial Arbitration* (Deventer: Kluwer Law & Taxation, 1989) at 38-39.

24 *First Options of Chicago Inc. v. Kaplan*, 514 U.S. 938 (1995).

25 W.W. Park, 'The Arbitrability Dicta in *First Options v. Kaplan*: What Sort of Kompetenz-Kompetenz Has Crossed the Atlantic?' (1996) 12 *Arbitration International* 137.

26 *Supra* note 24 at 943.

27 K.R. Pierce, "Down the Rabbithole: Who Decides What's Arbitrable?" (2004) 21 *J. Int. Arb.* 289 en 290. (Las Reglas de Arbitraje Comercial de la AAA, modificadas explícitamente a la luz de *First Options*, utilizan una formulación similar, en la Regla 7(a)) con la intención de ahorrar a las partes tinta o quizás energía mental).

28 537 U.S. 79 (2002).

29 *Ibid.* at 86.

30 123 S. Ct. 2402 (2003).

31 Cass. Ch. mixte, 14 February 2003, *Poiré v. Tripier et al*, *J.C.P. La Semaine Juridique Entreprise et Affaires* 810 (8 May 2003).

32 [2000] EWHC 2059.

33 (2003) 14:1 *ICC ICArb. Bull.* 71. See also E. Jolivet, 'Chronique de jurisprudence arbitrale de la Chambre de commerce internationale (CCI): arbitrage CCI et procédure ADR', *Gaz. Pal.*, 16/17 November 2001, p. 1783.

34 Véase *Enron & Ponderosa c. Argentina*, nota 17 supra; *CMS Gas Transmission Company c. Argentina* (2003), caso del CIADI ARB/01/8, 7 ICSID Reports 492, <www.asil.org/ilib/cms-argentina.pdf>; *GAMI c. México* (2004), <<http://ita.law.uvic.ca/documents/Gami.pdf>>.

35 (Segunda Fase), I.C.J. Reports 1966, 6.

36 Las cuestiones de oportunidad no están relacionadas con la jurisdicción *ratione temporis*, que limita el alcance de la autoridad del tribunal a las controversias que tienen su origen en -o después o antes de- un período de tiempo determinado. Véase *Maffezini c. España*, caso del CIADI ARB/97/7, 25 de enero de 2000, 5 ICSID Reports 396, <http://ita.law.uvic.ca/documents/Maffezini-Jurisdiction-English_000.pdf> y *Lucchetti c. Perú*, caso del CIADI ARB/03/4, 7 de febrero de 2005, <[www.worldbank.org/icsid/cases/lucchetti award.pdf](http://www.worldbank.org/icsid/cases/lucchetti_award.pdf)>.

37 A.S. Rau, '«The Arbitrability Question Itself»' (1999) 10 *The American Review of International Arbitration* 287 en 322.

38 *John Wiley & Sons, Inc. v. Livingston*, 376 U.S. 543 (1964).

39 Supra note 28.

40 Ibid. at 84.

41 Esta dificultad, escribió Cardozo en su famosa monografía, es un reto fundamental de la toma de decisiones legales: “Un principio o precedente, llevado al límite de su lógica, puede apuntar a una conclusión; otro principio o precedente, seguido con igual lógica, puede apuntar con igual certeza a otra”. B.N. Cardozo, *La naturaleza del proceso judicial* (1921) 40.

42 261 F.3rd 956 at 965.

43 En el caso paradigmático de Cardozo: «al final, el principio que se creía más fundamental, para representar los intereses sociales más amplios y profundos, puso en fuga a sus competidores» (supra nota 41 en 42).

44 La «divisibilidad» no es más que una metáfora, la «nulidad» no es más que una etiqueta, argumenta enérgicamente, y ninguna de las dos debe sustituir al análisis de las consideraciones pertinentes, posiblemente compensatorias; A.S. Rau, 'Everything You Really Need to Know About «Separability» in Seventeen Simple Propositions' (2003) 14 *The American Review of International Arbitration* 1.

45 Ibid en 70, citando *Great Western Mortgage Corp. v. Peacock*, 110 F. 3d 222 (3d Cir. 1997), donde una parte impugnó la validez de una exclusión contractual de daños punitivos; el Tribunal de Circuito sostuvo que esa cuestión –“no relacionada con la cuestión del foro”- debía ser decidida por los árbitros. En *Actividades militares y paramilitares en Nicaragua y contra Nicaragua*, Estados Unidos alegó (sin éxito) que la CIJ no estaba facultada para conocer del caso porque era competencia exclusiva del Consejo de Seguridad. Esta objeción se caracterizó erróneamente como una objeción de admisibilidad; *Nicaragua v. US*, I.C.J. Reports 1984, 392.

46 Véase J. Paulsson, *Denial of Justice in International Law* (Cambridge: Cambridge University Press, 2005), c. 5. En ausencia de agotamiento de los recursos internos, la reclamación subyacente puede estar perfectamente madura y ser apropiada para su resolución, pero no ante un foro concreto que exija el agotamiento de los recursos internos y apropiada para su resolución, pero no ante un foro concreto que exija el agotamiento como condición previa para acceder a él. El problema es de jurisdicción. Pero la denegación de justicia en Derecho internacional contiene un requisito sustantivo de agotamiento de los recursos internos, porque el delito no se consuma a menos que se demuestre que se ha agotado la vía judicial, consumado a menos que se demuestre

que el sistema jurídico nacional tuvo una oportunidad razonable de corregirlo. Por lo tanto, la falta de agotamiento de los recursos suele ser fatal para la reclamación, independientemente del lugar en el que pueda ser oída.

47 Por razones similares, el por otra parte útil análisis de la «Admisibilidad» en J. Collier & V. Lowe, «The Settlement of Disputes in International Law» (Oxford: Oxford University Press, 1999) en 155 y siguientes, debe considerarse con cierta cautela porque se centra directamente en la CIJ. En los casos en los que los Estados parte han dado su amplio consentimiento a la jurisdicción de la CIJ, los argumentos sobre la nacionalidad o el agotamiento de los recursos locales pueden clasificarse como cuestiones de competencia de la CIJ. El agotamiento de los recursos internos puede clasificarse como cuestiones de admisibilidad porque la autoridad de la Corte en un sentido general sigue existiendo. Si se establece un tribunal arbitral efímero en virtud de un tratado que contiene requisitos en cuanto a la nacionalidad de los demandantes privados, o en cuanto a su agotamiento previo de los recursos internos, las demandas como tales son admisibles, las demandas como tales tal vez no estén sujetas a ningún impedimento, pero el foro incoado carece de uno de los elementos necesarios para darle vida en primer lugar. Para dicho tribunal se trata de cuestiones de competencia.

48 El profesor Rau plantea un tipo de excepción en su notable ensayo, a saber: puede ser permisible concluir que las partes contratantes pretenden incluso que estas cuestiones se decidan de forma concluyente por árbitros; supra nota 44

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4.2 FAQ PREDICTABILL-Textos productos E-Commerce 23-20-2023

This document is important for all those who seek legal services from PredictaBill is a text in the hands of BLP Legal that facilitates the understanding of many businesses when clients arrive. Being a company located in Costa Rica, they tend to receive Spanish speaking clients so having a version of the document in English opens thousands of doors for all those clients from other countries who do not necessary speak native English, but being a universal language greatly helps communication processes. As a result, they can create or receive more business proposals by understanding how the laws work in Costa Rica which could lead to satisfactory businesses.

The document summarizes the most frequently asked questions that can be arise during some legal procedures in Costa Rica under the PredictaBill entity. It has a lot of information about why it is important or necessary to have some specific documents or do certain procedures that under Costa Rican Law must be done without exception. The target audience is mostly for those clients interested in doing business in large-scale commerce.

4.2.1 Translation from Spanish into English

Name of the Service

Corporate due diligence. Review of corporate books and public databases. Includes preparation of a detailed summary, identifying the company's legal status and potential contingencies.

Why is Corporate Due Diligence important?

Having a company in Costa Rica implies fulfilling certain corporate obligations, both internally, such as the inclusion of certain information in the legal books, and externally, such as the fulfillment of certain obligations before public entities. On a day basis, the administrators of a company in Costa Rica may not know the importance of including certain information in the legal books of the company, and even on some occasions, the information is incorrectly recorded.

The review of legal books allows to determine if there is omission of information, or if the information was not correctly stated.

The review of the company's status in public databases allows the detection of certain non-compliances that are of interest not only to the company itself, but also to those who wish to contract with another legal entity. This review is essential to guarantee the transparency and legality of commercial operations, as well as to identify possible legal risks or non-compliance with regulations. In addition, this review facilitates informed decision-making and secure transactions by providing verifiable data in the legal status of companies.

How to identify a company's legal status and contingencies through legal book review and public databases?

The request for this service can have two main reasons: i) A client needs to know that status of a commercial operation, as mechanism of risk prevention and internal regulatory fulfillment; or ii) it needs to contract with another legal entity, and for this, it is in its interest to know that such legal entity is up to date with its obligations, in such a way that it does not affect the commercial relationship that is intended to be established. In this regard, this service is especially useful for those who wish to carry out commercial transactions, investments or

associations with such company, since it allows them to evaluate the legal risks and possible problems that could arise in the future. In addition, this review provides a clear and detailed view of the corporate structure, fulfillment with legal requirements and possible contingencies in which any company is involved, which helps the client to make informed decisions and minimize any legal risks. PredictaBill specializes in providing this service in an efficient and reliable manner, ensuring that the client has the necessary information to make strategic decisions and protect its legal interests.

FAQ

FAQ about PredictaBill's corporate book and public database review service:

What is corporate book and public database review?

The review of corporate books and public databases is a service offered by PredictaBill, which is analyzing and examining the legal documentation of a company, such as its legal books and other relevant documents, as well as consulting public databases, in order to obtain updated information about the legal status of the company regarding the fulfillment of certain obligations that every company in Costa Rica must fulfill.

Why is it important to perform a review of corporate books and databases?

It is essential to know the legal status of a company and detect possible contingencies. This allows PredictaBill's clients to make informed decisions about business partnerships, investments or any aspect related to the company in question.

What are the potential contingencies that may be identified during the review?

Various legal contingencies can be identified, such as unpaid debts, non-compliance with tax or social security obligations, omitted information in the legal books. It is also possible to identify whether a company has failed to fulfil its legal obligations in a deficient manner. These contingencies can have a significant impact on the company's reputation and stability, as well on the commercial relationships it intends to establish.

How long does it take to perform a review of corporate books and public databases?

The time can vary depending on the size and complexity of the company in question. However, PredictaBill is committed to performing the service efficiently and in the shortest time possible, without compromising the quality and accuracy of the results. Once we receive the information from the client, PredictaBill will deliver the report referred to herein within 1 to 3 business days.

How can I hire PredictaBill's corporate books and public databases review?

To hire this PredictaBill's service, you must send us a copy of your company's legal books. e.g. Minutes of Shareholders' Meetings, Register of Shareholders, and Minutes of Board of Directors, of a corporation, or Minutes of Shareholder's Meetings and Register of Shareholder's in the case of a Limited Liability Company. These books can be identified, since they generally have a stamp on the first page, with references with words such as "RA", "AG", "JD", legalization number, etc. Also, it is preferable to be given access to certain corporate information such as the literal certification of the Public Registry, the declaration before the Transparency and Beneficial Ownership Registry of the Central Bank, and in general all corporate and/or notarial documents that you have available. Not having any of these documents does not prevent moving forward with the service.

Advising on commercial promotions, including the drafting and/or review of regulations.

Why is promotion consulting important?

Promotional counseling is important because it provides clients of legal products and services in Costa Rica the opportunity to receive professional guidance and assistance in the planning and execution of promotional strategies. This service, provided by PredictaBill, allows clients to maximize the impact of their promotions, ensuring that they fulfill with all regulations and legal requirements in force in the country, especially in terms of consumer law. In addition, promotional advice helps to avoid potential legal problems and ensures that promotions are effective and successful in attracting customers and increasing sales. Promotions in the country are regulated by special laws, and failure to fulfill them may expose the company promoting the promotion to administrative proceedings, fines and reputational damage.

Need help with your promotions and regulations?

When a client requires PredictaBill's services for counseling on promotions, it is because they need specialized legal advice in the field of promotions and their regulations. This may be necessary for businesses that wish to launch promotional campaigns, contests or sweepstakes, and need to ensure that they fulfill with all regulations in force in the country in order to avoid exposure to administrative proceedings, fines or reputational damage.

FAQ

What is promotional counseling?

In accordance with special consumer legislation, all promotions must follow certain requirements and formalities. Advice on promotions and drafting and/or revision of regulations

allows the client to fulfil such requirements and formalities, mitigating the risk of facing administrative procedures and sanctions.

What are the benefits of using PredictaBill's services?

By hiring our services, our clients benefit from the support of a highly trained team. We are in charge of analyzing and drafting the regulations of the promotions, ensuring their compliance with Costa Rican legislation. In addition, we provide personalized advice and resolve any doubts or queries that the client may have during the execution of the promotion.

What kind of promotions and regulations does PredictaBill cover?

We specialize in advising on all types of promotions, whether sweepstakes, contests, discounts, promotions on social networks, among others. Our legal team is in charge of analyzing and drafting the specific regulations for each promotion, ensuring its legality and fulfillment with current regulations in Costa Rica.

What is PredictaBill's work process?

Our work process begins with an initial meeting with the client, where we gather all relevant information about the promotion they wish to carry out, including: target audience, type of benefit, term, specific conditions and restrictions of the promotion, etc. From there, our legal team drafts the corresponding regulations. Throughout the entire process, we provide personalized advice, and we are available to resolve any doubts or queries that may arise during the execution of the promotion.

What is the cost of PredictaBill's services?

It varies depending on the complexity of the promotion and the regulations required. To obtain a personalized quote, we recommend contacting our team through our communication channels. We will be happy to provide you with all the necessary information and offer a quote according to your needs.

Review of advertising and labels

Why is it important to review advertising and labels?

All advertising and labelling of products is subject to certain special regulations. If such regulations regarding the information that a seller or supplier of services or products in Costa Rica does not cover correctly in the advertising of products and services expose themselves to administrative proceedings, fines and reputational damage.

Do you require some review of advertising and/or labels?

When a client requires the services of advertising and/or label review, we ensure that its advertising and labeling fulfil all regulations and legal norms in force in the country. PredictaBill performs a thorough review of advertising and labels, ensuring that they fulfill with all legal standards and avoiding possible administrative proceedings or reputational damage.

FAQ

What kind of advertising and labels does PredictaBill review?

It specializes in the review of advertising and labels that are intended to be marketed in Costa Rica. Our team is in charge of verifying that advertising fulfils with current legal regulations and that such advertising and labels contain the necessary and accurate information.

What is the objective of PredictaBill's advertising and label review?

The main objective is to ensure that products and services intended to be marketed in Costa Rica fulfill with established regulations. We seek to prevent our clients from being exposed to administrative processes and/or reputational damage due to the inclusion of any type of misleading advertising or incorrect information.

How long does the advertising and label review process take?

The review time may vary depending on the complexity of the product or services, as well as the amount of advertising and labels to be reviewed. However, our goal is to perform the review efficiently and in the shortest time possible, generally within 1 to 2 business days depending on the complexity.

What happens if any irregularities are found in the advertising or labels?

If any irregularities are found in the advertising or labels, our team will contact the client to inform them of the necessary changes. We will work together to correct any problems and make sure that the advertising and labels fulfill with the legal regulations established in Costa Rica.

What is the cost of PredictaBill's advertising and label review?

It may vary depending on the scope of the project and the amount of material to be reviewed. To get a customized quote, we recommend contacting our team through our website or email. We will be happy to provide you with all the necessary information and offer you a quote according to your needs.

Purchase and Sale Option Agreement

Why is the execution of a Purchase and Sale Option Agreement important?

The Purchase and Sale Option contract is the one that is signed before formalizing the definitive PSA, or deed of conveyance. This type of contract allows the parties to define certain basic agreements of the business, such as the price and the form of the payment, as well as certain preliminary conditions that each party, or buyer and seller, must fulfill before formalizing the transaction; for example, that a property and its plan are duly registered before the Public Registry, that the property has no liens or debts for city taxes, or even, that it has no debts with the administrator, if it is the case that it is in a condo complex, etc. It is very usual that, in a purchase and sale of a property, a Purchase and Sale Option Contract is signed as a sign of the intention of the seller and the buyer to move forward with the business.

Do you need a Purchase and Sale Option Contract?

A client may require the Purchase and Sale Option Contract service from PredictaBill in Costa Rica when he is interested in acquiring an asset, but one of the parties involved in the sale requires certain conditions to be met beforehand, these conditions of the asset, or even the obtaining of financing. This service provides the client with the possibility of securing the option to purchase the asset for a certain period of time, during which he can evaluate whether it meets his expectations and conditions. In addition, this contract gives the client the advantage of being able to negotiate the price and conditions of the sale and purchase during the established term, thus avoiding possible changes in the market or loss the opportunity.

FAQ

What is a PSA?

A Purchase and Sales contract is a legal agreement between two parties, in which one of them (the seller) grants to the other (the buyer) the exclusive right to purchase an asset within a specified period and at an agreed price, subject to the fulfillment of certain conditions.

What is the difference between a purchase option contract and a purchase contract?

The main difference is that the option contract is a preliminary agreement, the purpose of which is to reserve the property, whether it is real estate, a vehicle, machinery, equipment, among others. The buyer and the seller define the basic conditions under which the owner of the property, i.e. the seller, agrees to reserve the property for a company or individual, i.e. the buyer, for a certain period, during which the owner may not sell it to a third party. On the other hand, the purchase contract is the definitive instrument or agreement, by virtue of which the transaction is formalized. For example, in the case of a property, the purchase and sale contract materialized by means of public deed.

What are the benefits of using an option contract?

By using an option contract, the buyer has the opportunity to secure the purchase of an asset at an agreed price, without having to execute the transaction immediately, allowing the buyer to verify or fulfill certain conditions in advance without losing the business opportunity.

What happens if the buyer decides not to exercise the call option?

The call option must be drafted by a professional with enough experience, such as the members of the PredictaBill team, so that the conditions for not exercising a call option without creating a loss for the client are properly identified and delimited. If a call option is not drafted in accordance with the particularities of the business, or if the option is not exercised without

justification, the buyer will generally lose the amount of money paid as an advance or premium for the option.

Is it necessary to have the advice of an attorney when signing an option contract?

It is always advisable to have the advice of an attorney specialized in sales contracts and real estate law (if the purchase involves a property), when signing a purchase option contract, since its enforceability and possible consequences must be analyzed by an expert who can foresee possible contingencies, making sure to protect the client's interests.

Quota Assignment or Share Purchase and Sale Agreement

Why is the Quota Assignment or Share Purchase and Sale Agreement important?

The contract of Quota Assignment or Share Purchase and Sale is executed when the shareholders of a corporation, or the quotaholders of a limited liability company, want to sell part or all their participation in a company, either to a third party, or to the same partners of the company. Signing a purchase and sale agreement is key to protecting the interests of the parties involved in the transaction. It is the ideal instrument to document the terms of the business; including price, form of payment, and the basic conditions that both buyer and seller must comply with, for the purchase and sale to materialize.

Do you need a Quota Assignment or Share Purchase and Sale Agreement?

When a client requires the legal services of PredictaBill for the elaboration of a quota assignment contract or share purchase and sale contract in Cost Rica, it is because he/she is interested in the transfer of shares in a company. This type of contract is necessary to formalize

and regulate such transactions, establishing the rights and obligations of the parties involved, as well as the conditions and terms of the operation.

FAQ

What is a quota assignment or share purchase and sale agreement?

It is a legal document used to document the transfer of ownership of quotas in a Limited Liability Company, and of shares of Corporation.

What are the requirements to execute a contract for the quota assignment or share purchase and sale?

To execute this contract, it is necessary to have the authorization of the general meeting of shareholders, in the case of limited liability companies, fulfill the specific requirements established in the bylaws of the company whose shares are to be transferred, and fulfill with other requirements established in the Costa Rican legislation. In addition, both parties must agree on the terms and conditions of the transfer. Additionally, certain basic information is needed from both the buyer and the seller; including, full name, whether and individual or an entity, identification number, or legal identity card when the parties involved are entities.

What is the difference between an assignment of quotas and a purchase and sale of shares?

The main difference lies in the type of company in which the transfer is made. In a limited liability company, quotas are assigned, while in a corporation, shares are bought and sold.

What are the legal implications of a quota assignment contract or share purchase and sale contract?

A contract of assignment quotas or purchase and sale of shares implies that the buyer acquires the political and economic rights and obligations associated with the transferred quotas or shares. This includes the right to receive dividends, participate in the company's decisions and assume legal and financial responsibilities.

Is it necessary to register a quota assignment or share purchase and sale contract?

In Costa Rica is not mandatory to register this type of contract with any public or private entity. It is a private document to which only the buyer and the seller, and the other parties authorized by them, may have access. However, it is highly advisable to subscribe a contract of this type, not only to define the business' terms and thus avoid discussions between the parties, but also to have a documentary support of the transaction, since it could be the case that some public entity such as the Tax Administration, or private, such as a bank, demand a support to verify the origin of the funds and the potential tax implications of the transaction.

Contracts for the purchase and sale of machinery, inventory and equipment in private documents

Why are machinery purchase and sales contracts essential?

They are essential in cases where such machinery is not registered in the National Registry, which will depend on its characteristics. These contracts establish the terms and conditions of the transaction, protecting the rights and responsibilities of both the buyer and seller. These contracts ensure that both parties agree on the price, delivery terms, warranties, and any other clauses relevant to the purchase of machinery. In addition, these contracts are the key to resolving any disputes that may arise in the future, as they provide a legal framework for conflict resolution.

Do you need a machinery purchase and sale contract, inventory and equipment in private document?

When a client needs to formalize the purchase and sale of machinery, inventory and equipment that are not registered with the National Registry of Costa Rica, PredictaBill's service becomes indispensable. PredictaBill offers the necessary drafting and advice to ensure that contracts are valid and fulfill with all legal regulations of the country. In addition, PredictaBill with its experience and knowledge in the legal field, becomes the perfect ally for those clients who wish to purchase and sell machinery, inventory and equipment in a safe and legal way in Costa Rica.

FAQ

What is a contract for sale of machinery, inventory and equipment in private document?

This contract is a legal agreement between two parties in which the terms and conditions of the sale of such goods are established, provided that such goods, due to their characteristics, do not have to be registered before the National Registry. Unlike a public contract, this type is made privately and does not require the intervention of a public notary.

What are the essential elements that must be included in a private document contract of the purchase and sale of machinery, inventory and equipment?

They are: The identification of the parties involved, a detailed description of the goods to be sold, the agreed price, the payment terms, the responsibilities of each party, the warranties offered, and the conflict resolution clauses.

Is it necessary to register this contract before any government entity?

It is not necessary to register it with any governmental entity in Costa Rica as long as it does not involve machinery, inventory, and equipment that must be registered with the National Registry. However, it is recommended to keep a copy of the contract duly signed by both parties as a legal backup in case of future disputes.

What happens if one of the parties fails to fulfil the terms of the contract in a private document?

In the event of breach by either party, legal action may be taken to enforce the terms and conditions set forth in the contract, depending on what was agreed in the contract. In view of the above, it is especially important that the document is drafted by a legal professional with enough experience, such as the members of the PredictaBill team, who can foresee any contingency arising from the business.

Is it advisable to have legal advice when entering this type of private document contract?

Yes, it is. A lawyer specialized in commercial law, such as the members of PredictaBill team, can provide guidance and ensure that the contract fulfill with all applicable laws and regulations in Costa Rica, thus protecting the interests of both parties involved.

Settlement in private documents

Why are settlements important?

These are important in the legal field in Costa Rica because they represent termination of a contractual or commercial relationship. These documents are fundamental for both parties, since they protect their rights and obligations and avoid future legal conflicts, accepting the release of liability to the extent that the parties agree. PredictaBill is responsible for facilitating

and speeding up the process of drafting and managing settlements, providing legal advice and ensuring that all applicable legal requirements are met, as well as providing for future circumstances that the parties need to settle.

Why is it necessary to execute a settlement at the end of a contractual relationship?

It is advisable to sign a settlement agreement whenever a business relationship is terminated, regardless of whether it has been set forth in an initial contractual document. This service is especially useful when seeking to establish a settlement agreement quickly and efficiently, avoiding bureaucratic and costly procedures. PredictaBill takes care of drafting and validating the private settlement document, ensuring that it fulfils all legal requirements and providing peace of mind and legal certainty to both the client and the counterparty involved.

FAQ

Frequently Asked Questions about private document settlements in Costa Rica:

What is a private document settlement?

It is a legal agreement between certain parties that are or were bound by a commercial relationship. This document expresses the will of the parties in which they declare that all obligations have been fulfilled, and the relationship has been satisfactorily terminated, or they declare which obligations are still pending and how they intend to be executed. This document is drafted and signed by both parties without the intervention of a public notary.

Is it mandatory to make a settlement in a private document?

No, it is not mandatory in Costa Rica. However, it is highly recommended for both parties, since it provides legal certainty and avoids future conflicts, since through it the parties are released from liability, totally or partially, as agreed upon.

What information should be included?

It must include the complete identification of the parties, the date of termination of the relationship, the total amount of amounts outstanding or already paid, the voluntary waiver of any future claims and the signatures of both parties.

Is it necessary to register the settlement before any entity?

No, it does not need to be registered with any entity in Costa Rica. However, it is recommended to keep a copy of the document signed by both parties as a backup in case of future disputes.

What happens if one of the parties does not comply with what was agreed in the private document settlement?

If it happens, the affected party may resort to the courts or arbitration venue established in the settlement to enforce its rights. It is important to have proof and evidence to support the claims made.

Confidentiality Agreements

Why are confidentiality agreements important?

They are important in commercial relationships in which the parties transmit valuable information, as they guarantee the protection of the confidential information of the parties involved. These agreements establish the confidentiality conditions and obligations that the

parties must comply with, ensuring that sensitive information is not disclosed or misused. In this way, the confidentiality agreements provide security and confidence to the parties involved in legal transactions, protecting their interest and avoiding possible conflicts or damages caused by the disclosure of information. PredictaBill offers this service to ensure the confidentiality of its client's information and guarantees a secure and reliable environment for their legal transactions.

Need a confidentiality agreement?

When a client requires PredictaBill's services for the drafting of a Confidentiality Agreement, it is generally because he needs to disclose certain information to an external part of his operation and needs to protect it. These agreements are essential to guarantee the confidentiality of sensitive data, such as trade secrets, business strategies, financial information, among others. In addition, these services are especially useful in situations where business relationships are established with third parties, such as suppliers, partners or customers, as they allow establishing the conditions and responsibilities of each party regarding the confidentiality of shared information. PredictaBill offers specialized legal advice and the drafting of customized confidentiality agreements, tailored to the specific needs of each client, providing peace of mind and security in the protection of confidential information.

FAQ

Frequently Asked Questions about PredictaBill's Confidentiality Agreements:

What is a Confidentiality Agreement and why is it important for my company in Costa Rica?

It is a legal contract that protects a company's confidential information from unauthorized disclosure. It is important because it ensures that sensitive information that is disclosed pursuant

to a business relationship will not be disclosed to third parties without your consent, which helps maintain competitive advantage and protect the intangible assets of your business.

What are the key elements that should be included in a Confidentiality Agreement?

It should include a clear definition of what parties consider confidential information, the parties involved, restrictions on use and disclosure, the duration of the agreement and the consequences in case of breach. It is also advisable to include conflict resolution clauses and define penalties if they can be quantified in advance.

What type of information is considered confidential in a Confidentiality Agreement?

Confidential information can include trade secrets, business strategies, financial data, customer information, proprietary technology, among others. It is important to clearly identify and define what information is considered confidential in your agreement.

Is it necessary for all employees to sign a Confidentiality Agreement?

Yes, it is recommended that all employees who have access to confidential information sign a Confidentiality Agreement. This ensures that they understand the importance of maintaining confidentiality and the consequences of breach.

What happens if someone breaches a Confidentiality Agreement?

In the event of a breach, legal action may be taken to protect your rights. This may include seeking compensation for damages, as well as injunctive relief to prevent further disclosure of confidential information. It is important to have legal advice to take appropriate action in the event of a breach.

Commercial Loan Agreements in private documents

Why are commercial loan contracts important?

They are important because they establish the terms and conditions of a loan between a creditor and a borrower, regardless of their usual business activities. These contracts are essential to ensure transparency and security in commercial transactions, as they clearly define the obligations and responsibilities of both parties, as well as payment terms, interest rates and possible penalties in case of default. In addition, commercial loan agreements also protect the legal rights of both parties in case of future disputes or litigation.

Need a private commercial loan contract?

When a client requires a Commercial Loan Agreement in private document, it is because they need to formalize a loan agreement, either in their position as creditor or borrower. This service is especially useful for those who wish to obtain financing to expand their operations, acquire assets or cover operating expenses. By opting for this service, the client can count on the necessary legal advice to draft a loan agreement that fulfill with all regulations and legal requirements in Costa Rica, thus guaranteeing the security and validity of the agreement. In addition, PredictaBill provides a personalized and efficient service, ensuring that the client obtains a loan agreement tailored to their needs and that protects their business interests.

FAQ

What is a Commercial Loan Agreement in a private document?

It is a legal agreement between two parties, in which one of them lends a certain amount of money to the other party. Unlike public document loan contracts, this type of contract is made privately without the need for notarial intervention.

What are the requirements to enter into a commercial loan agreement in a private document?

In order to execute it, it is necessary that both parties have legal capacity to contract. In addition, the amount of the loan, the payment conditions, the agreed terms and any other clauses relevant to both parties must be clearly established.

Is it necessary to register the commercial loan contract in a private document before any entity?

It is not mandatory to register it with any Costa Rican entity. However, it is recommended that to keep a copy of the contract duly signed by both parties, as it can be used as evidence in case of future disputes.

What happens if one of the parties fails to comply with the conditions established in the commercial loan agreement in a private document?

In the event of breach by either party, legal action may be taken to enforce compliance. This may include the payment of default interests, the execution of warranties established in the contract or the termination of the contract, depending on the clauses established and the applicable laws.

Is it possible to modify the terms of the commercial loan agreement in private document once signed?

Yes, it is possible to modify the terms as long as both parties agree and establish it in writing. It is important that any modification is made clearly and precisely, to avoid confusion or disputes in the future.

Chapter V

Data Analysis

This chapter presents the results obtained from the translations discussed in the previous chapter. First, the text analysis is shown, outlining the different categories to which each text belongs; followed by the color coding, in which segments of the translated text were analyzed in detail, and the most accurate translation procedures were applied. Finally, the specific glossary to each text is provided; it shows all those words that at first sight were not understood or can generate confusion during the translation process. This section is crucial, as its main purpose is to demonstrate the meticulous but highly effective method employed in these translations. It goes beyond the mere conversion of words from one language to another; it seeks to break down a process that ensures accuracy and reliability in the context of research and study projects.

5.1 Analysis and Interpretation of the Results

The results shown below reflect the researcher's skills as a translator, applying the knowledge acquired throughout years of study. It should be noted that this section serves academic purposes only, since in the real world this information is not usually applied in written or verbal form; except for glossaries, which are a tool that helps both the target audience and the translator to better understand the text.

5.1.1 Text Analysis

TEXT ANALYSIS	Jurisdiction and Admissibility by Paulsson
TEXT STYLE	Narrative
FORMALITY	Official
GENERALITY OR DIFFICULTY	Educated
EMOTIONAL TONE	Factual
TEXT FUNCTION	Informative

Table 4 Text Analysis Results from English into Spanish Translation. Researcher's creation.

TEXT ANALYSIS	FAQ PREDICTABILL – Textos productos E-Commerce 23-20-2023
TEXT STYLE	Description
FORMALITY	Official
GENERALITY OR DIFFICULTY	Educated
EMOTIONAL TONE	Understatement
TEXT FUNCTION	Vocative (Publicity)

Table 5 Text Analysis Results from Spanish into English Translation. Researcher's creation.

5.1.2 Color Coding

5.1.2.1 English into Spanish Translation Text

TRANSPOSITION
MODULATION
OMISSION
AMPLIFICATION
EQUIVALENCE
LITERAL TRANSLATION
WORD ORDER TRANSPOSITION

Table 6 These are the translation procedures used in the English into Spanish text. Researcher's creation.

1st paragraph

Decisions of tribunals which do not respect jurisdictional limits may be invalidated by a controlling authority. But if parties have consented to the jurisdiction of a given tribunal, its determinations as to the admissibility of claims should be final. Mistakenly classifying issues of admissibility as jurisdictional may therefore result in an unjustified extension of the scope for challenging awards and frustrate the parties' expectation that their dispute be decided by the chosen neutral tribunal. Of course, national laws may explicitly provide that arbitral disposition of issues of admissibility are not final.

Las decisiones de los tribunales que no respeten los límites jurisdiccionales pueden ser invalidadas por una autoridad controlada. Pero, si ambas partes han consentido la jurisdicción de un tribunal determinado, sus resoluciones, así como la admisibilidad de sus declaraciones deberían ser definitivas. Por lo tanto, clasificar erróneamente temas de admisibilidad como jurisdiccionales pueden resultar en una ampliación injustificada del ámbito de impugnación de los laudos y frustrar la expectativa de las partes de que su disputa sea resuelta por el tribunal neutral elegido. Por supuesto que las leyes nacionales deben proveer explícitamente que la disposición arbitraria sobre los temas de admisibilidad no es definitiva.

2nd paragrah

But then again, national laws may explicitly provide that all decisions by arbitrators are subject to full appeals, including findings of fact or conclusions of law. Indeed, national laws may forbid arbitration altogether. Yet that is emphatically not the modern trend. This essay proposes an approach consistent with an international consensus that decisions of arbitrators having jurisdiction are final.

Pero otra vez las leyes nacionales deben proveer explícitamente que todas las decisiones por los árbitros son tema de total apelación, incluyendo constataciones de hechos o conclusiones de leyes. Además, las leyes nacionales pueden prohibir por completo el arbitraje. Sin embargo, empáticamente no es la tendencia moderna. Este ensayo propone un enfoque consistente con un consenso internacional de que las decisiones de los árbitros que tienen jurisdicción son definitivas.

3rd paragraph

A routine commercial dispute may serve as a convenient illustration. Vekoma B.V. (Netherlands) agreed to deliver certain quantities of coal to Maran Coal Corp. (US). Their contract contained a clause providing that disputes would be submitted to arbitration in Switzerland under the Rules of the International Chamber of Commerce. That clause also required that any arbitration must be initiated 'within thirty days after it was agreed that the difference or dispute cannot be resolved by negotiation'. A dispute arose. Maran wrote to Vekoma on Day T that unless Vekoma agreed to a suggested accommodation by Day T+8, Maran would initiate arbitration. Vekoma never responded.

Una disputa comercial rutinaria puede servir como ilustración conveniente. Vekoma B.V. (Países Bajos) acordó entregar algunas cantidades de carbón a Maran Coal Corp. (EE. UU.). Su contrato contenía una cláusula que dice que las disputas podrían ser remitidas por arbitraje en Suiza bajo las reglas de la Cámara de Comercio Internacional. Esta cláusula también indica que cualquier arbitraje debe ser iniciado “dentro de treinta días luego de ser acordado que la diferencia o disputa no puede ser resuelta por negociación”. Surgió una disputa. Maran le escribió a Vekoma el Día T que a menos que Vekoma accediera a un acuerdo sugerido para el Día T+8, Maran podría iniciar el arbitraje. Vekoma nunca respondió.

4th paragraph

On Day T+83, Maran wrote a reminding letter. On Day T+93, Vekoma rejected Maran's complaint. On Day T+122, Maran initiated arbitration. Vekoma argued that Maran's right to arbitrate the claim had lapsed. The ICC arbitral tribunal (presided by the well-known French arbitrator Jean-Louis Delvolvé) dismissed this objection on the grounds that Vekoma should in good faith have answered Maran's letter of Day T, and that the thirty-day period began to run only on Day T+93, when Vekoma made its position known. The commencement of arbitration on Day T+122 was therefore timely. An award of some US\$ 650,000 was rendered in favour of Maran. Vekoma sought annulment. The Swiss Federal Tribunal upheld the challenge, holding that the agreement to arbitrate was subject to a condition subsequent, namely the thirty-day limit, and that that condition failed when Maran neglected to initiate arbitration within thirty days of day T+8-i.e. the limit Maran itself had established.

El Día T+83, Maran escribió una carta de recordatorio. En el Día T+93, Vekoma rechazó la queja de Maran. En el Día T+122, Maran inició el arbitraje. Vekoma argumentó que el derecho de Maran para arbitrar la declaración, había transcurrido. El tribunal arbitral del CCI (dirigida por el

conocido árbitro francés Jean-Louis Devolvé) desestimó esta objeción alegando que Vekoma debería haber respondido de buena fe a la carta de Maran del Día T, y que el plazo de treinta días comenzó a regir solo en el Día T+93 cuando Vekoma dio a conocer su postura. Por lo tanto, el inicio del arbitraje del día T+122 fue oportuno. Un laudo de unos \$650.000 estadounidenses fueron prestados en favor a Maran. Vekoma solicitó la anulación. El Tribunal Federal Suizo estimó la impugnación, sosteniendo que el acuerdo a arbitrar estaba sujeto a una condición posterior, a saber, el límite de treinta días, y que dicha condición falló cuando Maran no inició el arbitraje en el plazo de treinta días a partir del día T+8, es decir, el límite que la propia Maran había establecido.

5th paragraph

The annulment was met with sharp criticism. Some challenged the Swiss court's analysis of the parties' agreement and conduct. Everyone is of course free to criticize judicial reasoning. But if the issue is whether an arbitral tribunal had jurisdiction to decide a dispute, there can be no question that the court was entitled to reconsider the arbitrators' conclusion as part of its control function.

La anulación fue recibida con duras críticas. Algunos cuestionaron el análisis que hizo el tribunal suizo del acuerdo y la conducta de las partes. Por supuesto, todos son libres de criticar el razonamiento judicial. Pero si la cuestión es si un tribunal arbitral tuvo la jurisdicción para decidir un litigio, no cabe duda de que el tribunal fue nombrado para reconsiderar la conclusión de los árbitros como parte de su función de control.

6th paragraph

Others questioned the judgment on the basis that it disregarded a presumption that parties do not intend to make an invalid stipulation of arbitration. But this objection misses the mark, since the Swiss court did not question the validity of the arbitration clause.

Otros cuestionaron la sentencia basándose en que ignoraba la presunción de que las partes no tienen la intención de hacer una estipulación de arbitraje inválida. Pero esta objeción yerra el blanco, ya que el tribunal suizo no cuestionó la validez de la cláusula de arbitraje.

7th paragraph

The fundamental error of the annulment was rather that it misunderstood the nature of the challenged arbitral decision. The arbitrators had made a decision as to the admissibility of the claim. The parties had agreed that all disputes under their contract would be decided by this particular tribunal, and as noted the validity of the arbitration clause was not at issue. The arbitrators therefore decided the admissibility issue in the exercise of their jurisdictional authority. The Swiss court was simply not entitled to review their decision in this regard.

El error fundamental de la anulación fue más bien que se malinterpretó la naturaleza de la decisión arbitral impugnada. Los árbitros habían tomado una decisión sobre la admisibilidad de la demanda. Las partes habían acordado que todas las disputas bajo su contrato podrían ser decididas por este tribunal en particular y como se ha señalado la validez de la cláusula de arbitraje no estaba en cuestión. Por lo tanto, los árbitros decidieron la cuestión de la admisibilidad en el ejercicio de su autoridad jurisdiccional. El tribunal suizo simplemente no tenía derecho a revisar su decisión de este aspecto.

8th paragraph

This simple example has parallels in current cases involving far greater stakes, particularly in the area of arbitration under international investment treaties. [Page602:] Participants in such proceedings are sometimes tempted to invoke comments about admissibility made by judges of permanent international tribunals whose decisions are not subject to any kind of review. This is perilous. The International Court of Justice (ICJ) is a forum of first and last resort. Its pronouncements about jurisdiction and admissibility are, generally, pure abstractions. The classification of an issue as one of jurisdiction or admissibility may serve to explain the ICJ's ordering of its own procedure. But no matter what the ICJ says, its word is by definition final.

Este sencillo ejemplo tiene paralelismos en casos actuales que implica mucho más en juego, particularmente en el ámbito del arbitraje bajo los tratados internacionales de inversión. [Página 602:] Los participantes en dichos procedimientos a veces se ven tentados a recurrir a comentarios sobre la admisibilidad realizados por jueces de tribunales internacionales permanentes cuyas decisiones no están sujetas a ningún tipo de revisión. Esto es peligroso. La Corte Internacional de Justicia (CIJ) es un foro de primer y último recurso. Sus pronunciamientos sobre jurisdicción y admisibilidad son, por lo general, puras abstracciones. 3La clasificación de una cuestión como una de jurisdicción o admisibilidad puede servir para explicar el orden por la CIJ de su propio procedimiento. 4Pero no importa lo que el CIJ diga, su palabra es, por definición, definitiva.

9th paragraph

Nor is much at stake when most national courts consider the nature of preliminary objections.

Here the opposite cause has the same effect: whenever all decisions are subject to appeal, review

is available whether the initial decision is deemed to have related to a matter of jurisdiction or one of admissibility. Either way, the higher court's opinion will prevail.

Tampoco es mucho lo que está en juego cuando la mayoría de los tribunales nacionales consideran la naturaleza de las objeciones preliminares. Aquí la causa contraria tiene el mismo efecto: siempre que todas las decisiones estén sujetas a apelación, la revisión es posible ya sea si considera que la decisión inicial se refería a una cuestión de jurisdicción o como a una de admisibilidad. En cualquier caso, prevalecerá la opinión del tribunal superior.

10th paragraph

By contrast, a dominant feature of arbitration is that jurisdictional decisions are reviewable, but not others. (This essay is not concerned with extreme categories of 'decisions' that violate due process, or disregard imperative rules of public policy.) Hence it is vital to understand the fundamental distinction between the two concepts. They are indeed as different as night and day. It may be difficult to establish the dividing line between the two. There is a twilight zone. But only a fool would argue that the existence of a twilight zone is proof that day and night do not exist.

En cambio, una característica dominante del arbitraje es que las decisiones jurisdiccionales son revisables, pero otras no. (Este ensayo no se ocupa de categorías extremas de "decisiones" que violan dicho proceso, o ignoran las reglas imperativas del orden público). De ahí que sea vital comprender la distinción fundamental entre ambos conceptos. En efecto, ellos son tan diferentes como el día y la noche. Puede resultar difícil establecer la línea divisora entre ambos. Hay una zona intermedia. Pero solo un necio sostendría que la existencia de una zona intermedia es prueba de que el día y la noche no existen.5

11th paragraph

As stated, the occasional terminological digressions of international courts of last resort tend to be unhelpful, because they have no reason to see the importance of the distinction in terms of reviewability. And so, it seems, they fire harmless shots from the hip in reaction to particular circumstances. [Page603:] The judges of the ICJ would of course be perfectly able to tell night from day-if it really mattered to them. When Gerald Fitzmaurice applied his mind to the subject in *The Law and Procedure of the International Court of Justice*, ~~he~~ revealed an acute perception of the distinction in a single sentence:

Como se ha dicho, las digresiones terminológicas ocasionales de los tribunales internacionales de última instancia tienden a ser inútiles, porque no tienen razón para ver la importancia de la distinción en términos de posibilidad de revisión. Así parece que disparan tiros inofensivos desde la cadera como reacción a circunstancias particulares. [Página 603:] Por supuesto, los jueces del CIJ serían perfectamente capaces de distinguir la noche del día si realmente les importara. Cuando Gerald Fitzmaurice aplicó su mente en el tema La Ley y Procedimiento de la Corte Internacional de Justicia, reveló una aguda percepción de la distinción en una sola frase:

12th paragraph

But an unsuccessful jurisdictional plea leaves open the possibility that a finding on the ultimate merits may still be excluded through a decision given against the substantive admissibility of the claim.

Pero un alegato jurisdiccional infructuoso deja abierta la posibilidad de que aún pueda excluirse el resultado de los últimos méritos mediante una resolución dictada en contra de la admisibilidad sustantiva de la demanda.

13th paragraph

Thus 'substantive admissibility' may arise as an issue after jurisdiction has been established. Fitzmaurice did not go on to state explicitly that such issues of admissibility, like other substantive matters, are not subject to review once decided by a tribunal having jurisdiction. But then his frame of reference was still that of the international proceduralist Shabtai Rosenne, who had written in 1957 that internationally there is 'no hierarchy of courts with pre-determined jurisdiction [but a] haphazard multiplicity of courts, with no preference of schematic hierarchy between them, each having jurisdiction to the extent specified in the international treaty by which it was established.'

Por lo tanto, la “admisibilidad sustantiva” puede surgir como una cuestión después de que se haya establecido la jurisdicción. Fitzmaurice no afirmó explícitamente que tales cuestiones de admisibilidad, como otras cuestiones sustantivas, no están sujetas a revisión una vez decididas el tribunal que tendrá la jurisdicción. 7Pero entonces su marco de referencia seguía siendo el del procesalista internacional Shabtai Rosenne, quién había escrito en 1957 que internacionalmente “no hay jerarquía de tribunales con jurisdicción predeterminada [sino una] multiplicidad fortuita de tribunales, sin preferencia de jerarquía esquemática entre ellos, cada uno con jurisdicción en la medida especificada en el tratado internacional por el cual fue establecido”.⁸

14th paragraph

That vision-never wholly justified-must be abandoned in light of modern realities. Today, most international tribunals are subject to the review of hierarchically dominant bodies. This is true in the rapidly burgeoning field of investment arbitration, where arbitral determinations are subject to annulment [Page604:] by national courts or statutory mechanisms like the ad hoc committees

of the International Centre for the Settlement of Investment Disputes (ICSID), or refusal of recognition and enforcement under the New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards. And such review has long been a fundamental factor in international commercial arbitration.

Esa visión -nunca del todo justificada- debe abandonarse a la luz de las realidades modernas.
Hoy en día, la mayoría de los tribunales internacionales están sujetos a revisión de los órganos jerárquicamente dominantes. Esto es cierto en el ámbito del arbitraje de inversiones en rápida expansión, donde las resoluciones arbitrales están sujetas a anulación [Página 604:] por los tribunales nacionales o mecanismos estatutarios como los comités ad hoc del Centro Internacional de Arreglo de Diferencias Relativas a Inversiones (CIADRI), o a la denegación del reconocimiento y ejecución bajo el Convenio de Nueva York sobre el Reconocimiento y la Ejecución de las Sentencias Arbitrales Extranjeras. Y dicha revisión ha sido durante mucho tiempo un factor fundamental en el arbitraje comercial internacional.

15th paragraph

International law can no longer ignore the implications of recognizing the distinction between jurisdiction and admissibility from the perspective of reviewability. Moreover, national authorities can no longer ignore the desirability of harmonization whenever they deal with cases having an international dimension.

La ley internacional ya no puede ignorar las implicaciones de reconocer la distinción entre jurisdicción y admisibilidad desde la perspectiva de la revisión. Además, las autoridades nacionales ya no pueden ignorar la conveniencia de la armonización siempre que traten asuntos que tengan una dimensión internacional.

5.1.2.2 Spanish into English Translation Text

TRANSPPOSITION
MODULATION
OMISSION
REDUCTION/AMPLIFICACION
EQUIVALENCE
LITERAL TRANSLATION
<u>WORD ORDER</u>
<u>TRANSPPOSITION</u>

Table 7 These are the translation procedures used in the Spanish into English text. Researcher's creation.

1st paragraph

Tener una sociedad en Costa Rica, implica cumplir ~~con~~ ciertas obligaciones corporativas, tanto a lo interno, como es la inclusión de cierta información en los libros legales, y ~~a lo~~ externo, como es el cumplimiento de ciertas obligaciones ante entidades públicas. En el día a día, los administradores de una compañía en Costa Rica pueden no conocer la importancia de incluir cierta información en los libros legales de la sociedad, e inclusive en algunas ocasiones, la información se plasma de forma incorrecta.

Having a company in Costa Rica implies fulfilling certain corporate obligations, both internally, such as the inclusion of certain information in the legal books, and externally, such as the fulfillment of certain obligations before public entities. On a day basis, the administrators of a company in Cost Rica may not know the importance of including certain information in the legal books of the company, and even on some occasions, the information is incorrectly recorded.

2nd paragraph

La revisión de libros legales permite determinar si existe omisión de información, o ~~bien~~, si la misma no fue plasmada de manera correcta. La revisión del estatus de una compañía en bases de

datos públicas permite detectar ciertos incumplimientos que interesan, no solo a la propia compañía, sino también a aquellos que quieran contratar con otra persona jurídica. Esta revisión es fundamental para garantizar la transparencia y legalidad de las operaciones comerciales, así como para identificar posibles riesgos legales o incumplimientos normativos. Además, esta revisión facilita ~~la~~ toma ~~de~~ decisiones informadas, y ~~la realización de~~ transacciones seguras, al proporcionar datos verificables sobre la situación legal de las empresas.

The review of legal books allows to determine if there is information omission, or if the information was not correctly stated. The review of the company's status in public databases allows the detection of certain non-compliances that are of interest not only to the company itself, but also to those who wish to contract with another legal entity. This review is essential to guarantee the transparency and legality of commercial operations, as well as to identify possible legal risks or regulatory non-compliance. In addition, this review facilitates informed decision-making and secure transactions by providing verifiable data on the companies' legal status.

3rd paragraph

La solicitud de este servicio puede tener dos motivos principales: i) Un cliente requiere saber el estatus de su operación comercial, como mecanismo de prevención de riesgos y cumplimiento normativo ~~a lo~~ interno; o ii) requiere contratar con otra persona jurídica, y para ello, es de su interés saber que dicha persona jurídica se encuentra al día con sus obligaciones, de manera tal que no afecte la relación comercial que se pretende establecer. En este sentido, este servicio es especialmente útil para aquellos que desean realizar transacciones comerciales, inversiones o asociaciones con dicha compañía, ya que les permite evaluar los riesgos legales y posibles problemas que podrían surgir en el futuro. Además, esta revisión proporciona una visión clara y detallada de la estructura corporativa, cumplimiento de requisitos legales y posibles

contingencias en los que cualquier empresa esté involucrada, lo que ayuda al cliente a tomar decisiones informadas y minimizar cualquier riesgo legal. PredictaBill se especializa en brindar este servicio de manera eficiente y confiable, asegurando que el cliente cuente con la información necesaria para tomar decisiones estratégicas y proteger sus intereses legales.

The request for this service can have two main reasons: i) A client needs to know the status of a commercial operation, as risk prevention mechanism and internal regulatory fulfillment; or ii) it needs to contract with another legal entity, and for this, it is in its interest to know that such legal entity is up to date with its obligations, in such a way that it does not affect the commercial relationship that is intended to be established. In this regard, this service is especially useful for those who wish to carry out commercial transactions, investments or associations with such company, since it allows them to evaluate the legal risks and possible problems that could arise in the future. In addition, this review provides a clear and detailed view of the corporate structure, fulfillment with legal requirements and possible contingencies in which any company is involved, which helps the client to make informed decisions and minimize any legal risk. PredictaBill specializes in providing this service in an efficient and reliable manner, ensuring that the client has the necessary information to make strategic decisions and protect its legal interests.

4th paragraph

La asesoría en promociones es importante porque brinda a los clientes de productos y servicios legales en Costa Rica la oportunidad de recibir orientación y asistencia profesional en la planificación y ejecución de estrategias promocionales. Este servicio proporcionado por PredictaBill, permite a los clientes maximizar el impacto de sus promociones, asegurándose de que cumplan con todas las regulaciones y requisitos legales vigentes en el país, especialmente en

materia del derecho ~~del~~ consumidor. Además, ~~la~~ asesoría ~~en~~ promociones ayuda a evitar posibles problemas legales y garantiza que ~~las~~ promociones sean efectivas y exitosas en ~~la~~ captación de clientes y ~~el~~ aumento ~~de las~~ ventas. ~~Las~~ promociones ~~que se realizan~~ en el país se encuentran reguladas por leyes especiales, y su incumplimiento puede exponer a la empresa ~~que~~ impulsa la promoción a procesos administrativos, ~~imposición de~~ multas y daño reputacional.

Promotional counseling is important because it provides clients of legal products and services in Costa Rica the opportunity to receive professional guidance and assistance in the planning and execution of promotional strategies. This service, provided by PredictaBill, allows clients to maximize the impact of their promotions, ensuring that they fulfill with all regulations and legal requirements in force in the country, especially in terms of consumer law. In addition, promotional advice helps to avoid potential legal problems and ensures that promotions are effective and successful in attracting customers and increasing sales. Promotions in the country are regulated by special laws, and failure to fulfill them may expose the company promoting the promotion to administrative proceedings, fines and reputational damage.

5th paragraph

Cuando un cliente requiere ~~de los~~ servicios de PredictaBill sobre asesoría en promociones es porque necesita asesoramiento legal especializado en el ámbito de promociones y sus reglamentos. Esto puede ser necesario para comercios que deseen lanzar campañas promocionales, concursos o sorteos, y necesiten asegurarse de cumplir con todas las regulaciones legales vigentes en el país de manera que evite exponerse a procesos administrativos, multas o daño reputacional.

When a client requires PredictaBill's services for counseling on promotions, it is because they need specialized legal advice in the field of promotions and their regulations. This may be necessary for businesses that wish to launch promotional campaigns, contests or sweepstakes, and need to ensure that they fulfill with all regulations in force in the country in order to avoid exposure to administrative proceedings, fines or reputational damage.

6th paragraph

Toda publicidad y etiquetado de productos está sujeto a cierta normativa especial. Si dichas normas en relación a la información que un vendedor o proveedor de servicios o productos en Costa Rica no es abarcada de manera correcta en la publicidad de productos y servicios, y/o etiquetado de productos, dichos sujetos se exponen a procesos administrativos, multas y daño reputacional.

All advertising and labelling of products are subject to certain special regulations. If such regulations regarding the information that a seller or supplier of services or products in Costa Rica does not cover correctly in the advertising of products and services, and/or labeling of products, such subjects expose themselves to administrative proceedings, fines and reputational damage.

7th paragraph

Cuando un cliente requiere del servicio de revisión de publicidad y/o etiquetas se asegura de que su publicidad y etiquetado cumpla con todas las regulaciones y normativas legales vigentes en el país. PredictaBill se encarga de realizar una revisión exhaustiva de la publicidad y etiquetas, asegurando que cumplan con todas las normas legales y evitando posibles procesos administrativos o daño reputacional.

When a client requires the services of advertising and/or label review, we ensure that its advertising and labeling fulfil all regulations and legal norms in force in the country. PredictaBill performs a thorough review of advertising and labels, ensuring that they fulfill with all legal standards and avoiding possible administrative proceedings or reputational damage.

8th paragraph

El Contrato de Opción de Compraventa es aquel que se firma antes de formalizar el acuerdo definitivo de compraventa, o la escritura de traspaso. Este tipo de contrato ~~le~~ permite a las partes definir ciertos acuerdos básicos del negocio, como el precio y la forma de pago, así como ciertas condiciones preliminares que cada parte, ~~e sea~~ comprador y vendedor, deberá de cumplir antes de formalizar la transacción; por ejemplo, que una propiedad y su plano estén debidamente inscritos ante el Registro Público, que el inmueble no tenga gravámenes ni deudas por ~~concepto de~~ impuestos municipales, o incluso, que no tenga deudas con el administrador, si es el caso que están en un complejo condominal etc. Es muy usual que, en una compraventa de un inmueble, se firme un contrato de opción de compraventa como muestra de ~~la~~ intención del vendedor y del comprador, de avanzar con el negocio.

The Purchase and Sale Option Contract is the one that is signed before formalizing the definitive PSC, or deed of conveyance. This type of contract allows the parties to define certain basic agreements of the business, such as the price and the form of the payment, as well as certain preliminary conditions that each party, buyer and seller, must fulfill before formalizing the transaction; for example, that a property and its plan are duly registered before the Public Registry, that the property has no liens or debts for city taxes, or even, that it has no debts with the administrator, if it is the case that it is in a condo complex, etc. It is very usual that, in a

purchase and sale of a property, a Purchase and Sale Option Contract is signed as a sign of intention of the seller and the buyer to move forward with the business.

9th paragraph

Un cliente puede requerir el servicio de Contrato de Opción de Compraventa de **la empresa** PredictaBill en Costa Rica cuando está interesado en adquirir un bien, pero alguna de las partes involucradas en dicha compraventa requiere de manera previa cumplir ciertas condiciones; estas condiciones pueden incluir la verificación legal de la condición del bien, o inclusive la obtención de financiamiento. Este servicio le brinda al cliente la posibilidad de asegurar la opción de compra sobre el bien por un período determinado, durante **el** cual podrá evaluar si cumple **con** sus expectativas y condiciones. Además, este contrato le otorga al cliente la ventaja de poder negociar el precio y las condiciones de la compraventa durante el plazo establecido, evitando así posibles cambios en el mercado o pérdida de oportunidad.

These conditions may include legal verification of the condition of the property, or even obtaining financing.

A client may require the Purchase and Sale Option Contract service from PredictaBill in Costa Rica when he is interested in acquiring an asset, but one of the parties involved in the sale requires certain conditions to be met beforehand, these conditions may include verification of the property or even obtaining of financing. This service provides the client with the possibility of securing the option to purchase the asset for a certain period of time, during which he can evaluate whether it meets his expectations and conditions. In addition, this contract gives the client the advantage of being able to negotiate the price and conditions of the sale and purchase during the established term, this avoiding possible changes in the market or loss the opportunity.

10th paragraph

El contrato de cesión de cuotas o compraventa de acciones se ejecuta cuando los accionistas de una Sociedad Anónima, o los cuotistas de una Sociedad de Responsabilidad Limitada, quieren vender parte o toda su participación en una sociedad, ya sea a un tercero, o a los mismos socios de la compañía. Firmar un contrato de compraventa es clave para proteger los intereses de las partes involucradas en la transacción. Es el instrumento idóneo para documentar los términos del negocio; incluyendo: precio, forma de pago, y las condiciones básicas que tanto comprador como vendedor deben de cumplir, para que se materialice la compraventa.

The contract of Quota Assignment or Share Purchase and Sale is executed when the shareholders of a corporation, or the quotaholders of a limited liability company, want to sell part or all their participation in a company, either to a third party, or to the same partners of the company. Signing a purchase and sale agreement is key to protecting the interests of the parties involved in the transaction. It is the ideal instrument to document the terms of the business; including price, form of payment, and the basic conditions that both buyer and seller must comply with, for the purchase and sale to materialize.

11th paragraph

Cuando un cliente requiere de los servicios legales de la empresa PredictaBill para la elaboración de un contrato de cesión de cuotas o compraventa de acciones en Costa Rica, es porque está interesado en la transferencia de participaciones en una sociedad. Este tipo de contratos son necesarios para formalizar y regular dichas transacciones, estableciendo los derechos y obligaciones de las partes involucradas, así como las condiciones y términos de la operación.

When a client requires the legal services of PredictaBill for the elaboration of a quota assignment contract or share purchase and sale contract in Costa Rica, it is because he/she is interested in the transfer of shares in a company. This type of contract is necessary to formalize and regulate such transactions, establishing the rights and obligations of the parties involved, as well as the conditions and terms of the operation.

12th paragraph

~~Los contratos de compraventa de maquinaria~~ son esenciales en los casos en que dicha maquinaria no se encuentre registrada en el Registro Nacional, lo cual dependerá de sus características. Estos contratos establecen los términos y condiciones de la transacción, protegiendo los derechos y responsabilidades tanto del comprador como del vendedor. Estos contratos garantizan que ambas partes estén de acuerdo en el precio, las condiciones de entrega, las garantías, y cualquier otra cláusula relevante para la compra de maquinaria. Además, ~~los contratos de compraventa de maquinaria~~ son fundamentales para resolver cualquier disputa que pueda surgir en el futuro, ya que proporcionan un marco legal para la resolución de conflictos.

They are essential in cases where such machinery is not registered in the National Registry, which will depend on its characteristics. These contracts establish the terms and conditions of the transaction, protecting the rights and responsibilities of both the buyer and seller. These contracts ensure that both parties agree on the price, delivery terms, warranties, and any other clauses relevant to the purchase of machinery. In addition, these contracts are the key to resolving any disputes that may arise in the future, as they provide a legal framework for conflict resolution.

13th paragraph

Cuando un cliente necesita formalizar la compraventa de maquinaria, inventario y equipos que no se encuentren registrados ante el Registro Nacional de Costa Rica, el servicio de PredictaBill se vuelve indispensable. PredictaBill ofrece la redacción y asesoramiento necesario para garantizar que los contratos sean válidos y cumplan con todas las regulaciones legales del país. Además, PredictaBill con su experiencia y conocimiento en el ámbito legal, se convierte ~~en~~ el aliado perfecto para aquellos clientes que deseen realizar compraventas de maquinaria, inventario y equipos de manera segura y legal en Costa Rica.

When a client needs to formalize the purchase and sale of machinery, inventory and equipment that are not registered with the National Registry of Costa Rica, PredictaBill's service becomes indispensable. PredictaBill offers the necessary drafting and advice to ensure that contracts are valid and fulfilled with all legal regulations of the country. In addition, PredictaBill with its experience and knowledge in the legal field, becomes the perfect ally for those clients who wish to purchase and sell machinery, inventory and equipment in a safe and legal way in Costa Rica.

14th paragraph

~~Los finiquitos~~ son importantes en el ámbito legal en Costa Rica porque plasman ~~la~~ finalización de una relación contractual, o comercial. Estos documentos son fundamentales para ambas partes, ya que protegen los derechos y obligaciones de estas y evitan futuros conflictos legales, aceptando la liberación de responsabilidad en la medida en que las partes acuerden. PredictaBill se encarga de facilitar y agilizar el proceso de elaboración y gestión ~~de~~ finiquitos, brindando

asesoría legal y asegurando que se cumplan todos los requisitos legales correspondientes, así como previendo circunstancias futuras que las partes requieran dirimir.

These are important in the legal field in Costa Rica because they represent termination of a contractual or commercial relationship. These documents are fundamental for both parties, since they protect their rights and obligations and avoid future legal conflicts, accepting the release of liability to the extent that the parties agree. PredictaBill is responsible for facilitating and speeding up the process of drafting and managing settlements, providing legal advice and ensuring that all applicable legal requirements are met, as well as providing for future circumstances that the parties need to settle.

15th paragraph

Es recomendable firmar un finiquito siempre que se termine una relación comercial, independientemente si esta haya sido plasmada en un documento contractual inicial. Este servicio es especialmente útil cuando se busca establecer un acuerdo ~~de~~ finiquito de manera rápida y eficiente, evitando trámites burocráticos y costosos. PredictaBill se encarga de redactar y validar el documento privado de finiquito, asegurando que cumpla ~~con~~ todos los requisitos legales y brindando tranquilidad y seguridad jurídica tanto al cliente como a la contraparte involucrada.

It is advisable to sign a settlement agreement whenever a business relationship is terminated, regardless of whether it has been set forth in an initial contractual document. This service is especially useful when seeking to establish a settlement agreement quickly and efficiently, avoiding bureaucratic and costly procedures. PredictaBill takes care of drafting and

validating the private settlement document, ensuring that it fulfils all legal requirements and providing peace of mind and legal certainty to both the client and the counterparty involved.

5.1.3 Glossaries

5.1.3.1 English into Spanish Text

ENGLISH TERM	SPANISH TERM	DESCRIPTION	GRAMMATICAL CATEGORY
Accommodation	Acuerdo	When two parties make a deliberate decision	Noun
Admissibility	Admisibilidad	When a request or demand can be executed	Noun
Arbitration	Arbitraje	A process in which a legal dispute is resolved by arbitrators	Noun
Assert	Afirmar	It is the act of making a statement or claim with confidence and conviction	Verb
Award	Laudo	It is the final decision made by a neutral person chosen by the parties in disagreement; it is as binding and obligatory as a court judgment	Noun
Belt-and-braces	Actuar con máxima cautela	It is to take extra precautions to ensure something is done safely or successfully	Verb
Bona fide	De buena fe	Something real	Adverb
Challenge	Impugnación	It is the act of declaring that you disagree with what another person said or did and presenting arguments to prove it	Noun
Claim	Declaración	When you tell a judge or court everything you know about a case, or the important facts you witnessed	Noun
Class action	Demanda colectiva	When a group of people with common interest in a legal matter file a claim against a party, usually a company or entity	Noun
Clearing house	Cámara de compensación	It is an entity that ensures that large financial transactions are completed securely and smoothly	Noun

Determination	Resolución	It is when an agreement or legal decision that has already been made is cancelled or undone	Noun
Dispute	Litigio	It is a legal dispute that is resolved in court	Noun
Empanelled	Seleccionado	It is to enter names of people to be summoned for jury service on a list	Verb
En bloc	En bloque	It is an expression. It is used to describe something that is sold, bought or handled as a whole, without dividing it into parts	Adverb
Endorsing	Avalar	To guarantee by means of a document the fulfillment of an obligation or to pay a debt if the other person fails to do so	Verb
Enforcement	Ejecución (de la ley)	It is the application of a law, rule, contract or legal decision	Noun
Finding	Resultado	It is the decision made by a judge or jury about a question in a case	Noun
First Options of Chicago, Inc v. Kaplan	Caso de First Options	It was a case that occurred in the USA in 1995 that addressed the question “Who decides whether they agreed to use an arbitrator? A judge or the arbitrator himself?” In the end, the decision was made that if you agree to go to arbitration, a judge decides, not the arbitrator	Noun
Further	Ulterior	It is used to explain something will happen later or in the future	Adjective
International Court of Justice (ICJ)	Corte Internacional de Justicia	Is the principal UN tribunal that resolves legal disputes between countries and issues advisory opinions on international legal matters	Noun
International Centre for Settlement of Investment Disputes (ICSID)	Centro Internacional de Arreglo de Diferencias Relativas a Inversiones (CIADI)	It is an organization that helps resolve disputes between countries and foreign companies that have invested in those countries	Noun
Jurisdiction	Jurisdicción	It is the legal authority that a judge or an entity has to resolve	Noun

		conflicts and apply the law within an area or a specific type of case	
Locus standi	Locus standi	From Latin, is the legal right or ability of a person or entity to sue or be heard in a court of law	Noun
National Association of Securities Dealers (NASD)	Asociación Nacional de Corredores de Valores (NASD)	It is no longer in existence. It was a self-regulatory organization for the securities market in the United States. Its main job was to make sure that stockbrokers followed the rules and acted fairly	Noun
Optional	Facultativo	The option or power that is granted to a person or exists within a procedure, as opposed to something that is imperative or mandatory	Adjective
Opt out	Excluirse	Is the action to choose not to participate in something	Verb
Plea	Alegato	It is the answer a person gives in court to justify his/her reasons when have been accused of committing a crime	Noun
Public Law	Derecho público	It is a set of rules that control how the government works and how it deals with people	Noun
Power Line Communications (PLC)	Comunicaciones a través de la línea eléctrica	It is technology that uses existing electrical power lines to transmit data	Noun
Ruling	Sentencia	It is an official decision made by a judge or court on a specific matter of a case or the whole case, which could be a final decision that ends the case	Noun
Scope	Ámbito	It is the space that sets the boundaries in a legal matter	Noun
Settling disputes	Resolución de conflictos	It is the way for people to resolve disagreements without going to a full court trial	Noun
Strike out application	Solicitud de anulación	It is a request to the court to remove all or part of a claim from a case	Noun
Unassailable	Inexpugnable	It is an argument, or piece of evidence that is so strong it cannot be attacked, questioned, or defeated	Adjective

United Nations Commission of International Trade Law (UNCITRAL)	Comisión de las Naciones Unidas para el Derecho Mercantil Internacional (CNUDMI)	It is an entity in charge of upgrading and harmonized international trade rules	Noun
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Table 8 Researcher's creation

5.1.3.2 Spanish into English Translation Text

SPANISH TERM	ENGLISH TERM	DESCRIPTION	GRAMMATICAL CATEGORY
Administración tributaria	Tax administration	To collect the revenue that helps to pay public spending by governments	Noun
Asamblea de cuotistas	Minutes of Shareholders' meetings	The official written records of discussions, decisions, and actions taken during a shareholders' meeting	Noun
Compraventa	Purchase	It is any act of acquiring property, including real property, by paying money or giving other valuable consideration	Noun
Contrato de cesión de cuotas	Assignment of Shares	It is a document you use when you want to transfer ownership of a part of a company from one person to another	Noun
Contrato de opción de compraventa	Purchase and Sale Option Agreement	A contract where a seller gives a buyer the right, but not the obligation, to purchase a property at a specified price within a set timeframe	Noun
Diligencia Corporativa	Due Diligence	It is deep research that companies do before making a business decision	Noun
Derecho del consumidor	Consumer Law	It is a set of laws and regulations that protect people when they buy products or services	Noun
En virtud de...	Pursuant	According to... / According to something...	Preposition
Finiquito	Severance payment	It is a document signed by two parties to make clear that a legal problem or debt has ended out of court	Noun
Garantía	Warranty	It is a formal written assurance, often with specific terms and conditions, about the repair or replacement of a product if it fails	Noun
Gravámenes	Lien	It is an official order that allows someone to keep the property of a person who owes them money until it has been paid.	Noun

Indemnización por daños y perjuicios	Seeking compensation for damages	It is an amount of money that someone receives as compensation when someone else has caused him or her harm like an accident or failure to fulfill a contract	Noun
Interés moratorio	Default interest	It is an extra charge of money that you are charged when you do not pay a debt on time	Noun
Medidas cautelares	Injunctive relief	Urgent actions taken by a judge to protect or to ensure that a future decision can be enforced while a legal problem is being resolved.	Noun
Libros legales	Legal books	They are books documenting the activities and legal regulations that companies must fulfill with.	Noun
Prestamista	Creditor	A person or entity that lends you money, expecting you to pay it back, usually with interests.	Noun
Sociedad de responsabilidad limitada	Limited Liability Company	It is a type of business for small and medium-sized businesses, where the owners are only responsible for the money they invested	Noun
Opción de compra	Call option	It is a contract to buy something (like a house) at a fixed price and at a fixed time, but you are not obligated to buy it.	Noun
Presupuesto	Quote	This is used when you want to know the estimated cost of something	Noun
Prima	Premium	An extra payment paid above a standard or base amount	Noun
Registro de Transparencia y Beneficiarios Finales del banco Central (RTBF)	Transparency and Beneficial Ownership Registry of the Central Bank	It is a computer system that allows legal entities to provide information on their beneficial owners	Noun
Sociedad anónima (S.A.)	Corporation	Legal entity separates and distinct from its owners and is established to conduct business and trade	Noun
Renuncia	Waiver	The act of intentionally abandoning a known right, claim or privilege	Noun
Responsabilidad	Liability	The responsibility of a business or organization to pay something of value	Noun

Table 9 Researcher's creation

As can be seen in the results, each section has been meticulously analyzed based on the theoretical information found in Chapter III of this project. The translation procedures have been evaluated and applied to the texts, as well as the careful extraction of the most complex words from both documents in order to include them in a glossary.

Detailed text analysis revealed distinctive linguistic and stylistic patterns in both translations. For example, the translation from English into Spanish (Translation A), demonstrated a higher frequency of events used to explain specific concepts in the texts. This aligns with what narrative text theory, which is described as a feature focused on verb-nouns or phrasal verbs. In contrast, the translation from Spanish into English (Translation B) showed a more recurrent use of descriptive voice and more direct style, which could be interpreted as an effort to achieve greater readability for the target audience, a very common strategy in descriptive texts that emphasize adjectives, linking verbs, and adjectives nouns.

Both translations have an official formality and an educational difficulty as they are part of the legal area where only those with knowledge in the field can understand the information firsthand. However, the paths are separate again in the emotional tone of the text and its function. Translation A has a factual emotional tone because it focuses on being partial to the situation. It is limited to mentioning the cases present as practical evidence of the concepts and its function is informative with the purpose of better explaining the concepts. On the other hand, translation B fulfills the objective of expressing most of the information to be better understood; therefore, its tone is understatement, and its function is vocative because its main objective is to attract clients.

The analysis of the color coding applied to both translations revealed significant patterns. Specifically, the predominance of orange underlined segments in translation A and B, which indicate literal translation, this because the texts aim at formal fidelity and therefore, not many

changes can be made, as otherwise, the meaning of the text would be lost. Both translations also have the notable presence of segments underlined with a double purple line, which indicates word order transpositions, especially in nouns with adjectives or adverbs. This is due as in English and Spanish consider a different order to understand the messages, so the text does not lack meaning and does not generate confusion for readers.

Finally, the glossaries revealed that the texts contain a significant amount of technical vocabulary, so the tool was helpful to better understand the text. The researcher simply added words that have a very precise meaning; for example, the organizations mentioned in translation A may be public knowledge, but not all readers know, especially by their acronyms, as the most known entity in the document may be the U.N., which is universally known, but it is relatively very simple compared to the rest of the other specialized terms used in the text. This information highlights why these documents depend on glossaries, particularly when intended for a general public. On the other hand, translation B contains almost the same amount of technical information necessary to understand the text. However, the characteristic that stands out are the concepts that need an equivalence from Costa Rica. For example, the “*asamblea de cuotistas*” is a unique term used in the Costa Rican vocabulary, so looking for an equivalent in English was complicated, but in the description the concept is understood so it does not create confusion. In conclusion, both texts have many linguistic similarities, but the necessary changes are evident to fully understand the documents.

Chapter VI

Conclusions and Recommendations

6.1 Purpose of the Conclusions

In this final chapter, a review of the objectives accomplished throughout this project is presented. The main purpose of this section is to conclude the research analysis by showing how each established goal was successfully met. The results obtained from each objective exceeded initial expectations, providing a solid foundation and strong validation for the conclusions of this research work.

6.2. Conclusions

6.2.1 To translate the document PREDICTABILL-Textos productos E-Commerce 20-23-2023 from Spanish into English and the document Jurisdiction and Admissibility by Paulsson from English into Spanish for BLP Legal, ensuring accuracy, coherence, and appropriateness for the target audience

The translation of the documents “PREDICTABILL-Textos productos E-Commerce 20-23-2023” from Spanish to English and “Jurisdiction and Admissibility by Paulsson” from English to Spanish for BLP Legal was successfully completed, as the translator/researcher met the established standards of accuracy, consistency, and audience appropriateness. In the case of Paulsson’s Spanish text (Translation A), special attention was given to legal terminology specific to the Spanish legal environment. Conceptual fidelity and legal consistency, which are crucial elements in a document of this nature, were guaranteed, ensuring that the content was not only

understandable for future student readers, but also legally accurate for legal professionals in the Spanish-speaking context if the opportunity arise.

On the other hand, the translation of the PREDICTABILL text (Translation B), prioritized a translation that not only conveyed the technical and commercial information faithfully, but also captured the desired tone and style for English-speaking readers. This required careful terminological selection of specific concepts related to the Costa Rican legal environment and the identification of their equivalence in English to ensure maximum effectiveness in communicating with the target audience. Both translation processes were carried out considering the particularities of the academic assignment, which allowed it to deliver materials that fully meet their multilingual communication needs. The success of this objective highlights the importance of strict translation methodology that integrates linguistic, cultural and domain-specific knowledge to achieve optimal results.

6.2.2 To identify and critically assess the translation techniques used in both source-to-target language processes, examining their effectiveness in producing natural and contextually appropriate texts

The identification and critical analysis of the translation techniques employed in the two language conversion processes revealed their effectiveness in producing natural and contextually appropriate texts. This objective focused on how the translation choices impacted the fluency and cultural appropriateness of the final documents. For PREDICTABILL (Spanish to English) and Paulsson's Jurisdiction and Admissibility texts, a predominance of literal translation, equivalence, and word order transposition was observed. Literal translation was crucial for the content to resonate with the target audience without losing the original message. Equivalence, on

the other hand, made it possible to reformulate the perspective of many terms, so that they sounded more natural in English and Spanish, especially in the context of Costa Rican legal language. Since both texts presented terminology that does not have a specific term, it was necessary to find an equivalent so as not to affect the conceptual fluency of the translations.

Finally, word order transposition was present in both translations to conform to the relevant grammatical rules and keep natural. In both cases, the strategic application of these translation techniques not only overcame the linguistic challenges, but also ensured the final texts fulfilled their communicative purpose. This highlights the importance of a thorough understanding of translation techniques and their deliberate application to achieve optimal results in professional environments.

6.2.3 To compile a specialized bilingual glossary with the most relevant terminology found in the translations and analyze its importance for future translations in similar legal and commercial fields

The compilation of a specialized bilingual glossary containing the most relevant terminology extracted from the translations of PREDICTABILL and Paulsson texts proved to be an invaluable tool, whose importance transcends terminological organization. This glossary not only facilitated the translation processes of the project but also laid the groundwork for future translation students who have this tool at their disposal and can use it as a guide for future academic projects. In the case of Paulsson's text (Translation A), the glossary was created to compile the legal terminology of the document; however, the text included numerous acronyms of institutions and entities that served a purpose in the original message. Therefore, they became part of this terminology to provide a better understanding of the target texts. For

PREDICTABILL's text (Translation B), the glossary included specific terms of frequent concepts in the Costa Rican legal context. The glossary made it possible to identify exact equivalences or the best options for terms that do not always have a direct correlation in the other language, guaranteeing the conceptual fidelity of the translated content. In summary, this tool was an academic investment that raises the quality, efficiency and consistency of future translations in the legal field for students interested in this area.

6.2.4 To evaluate the use of different tools such as classification tables and information gathered in this document to classify the translations into the corresponding text types

The evaluation of tools such as classification tables and the information gathered from the documents analyzed proved to be fundamental in classifying the translations within the corresponding textual types. This process not only confirmed the appropriate classification of each translation but also guided the implications of this classification for the translation approach. The table created for Paulsson's text showed that its classification is narrative because of the way the text presents the argument about legal concepts. Although, it is not a story in the traditional sense, it develops ideas in a logical and sequential manner. Its official formality was a central and expected feature of a document of this nature. Despite having an "educated" level of difficulty, the text is intended for an audience with a specific academic background in law but does not preclude translation students themselves from understanding the message of the text. The factual emotional tone is inherent in legal texts. The presentation of information is done in an objective manner, based on facts, legal arguments, and rigorous analysis. The central purpose

of the document is to educate or inform, which is why the classification table indicates an informative textual function.

In contrast, the classification table for PREDICTABILL text shows a couple of different criteria. It employs a descriptive style, as it focuses on detailing the features, functionalities, and benefits of the services. The emotional tone of understatement is particularly interesting in this context, because the texts opt for a subtle and measured presentation of the product's qualities. Finally, the vocative textual function is the central core of this document. Although the texts describe and inform, their goal is to capture the reader's attention and subtly persuade them. In summary by understanding the particularities of each text, it was possible to select the most appropriate translation techniques and strategies. This ensured that each target text is contextually appropriate and highly functional for its specific audience and purpose.

6.3 Restatement of the Research Question

What is the effect of the procedure and methods used to translate the document

PREDICTABILL-Textos productos E-Commerce 20-23-2023 from Spanish into English and Jurisdiction and Admissibility by Paulsson from English into Spanish for BLP Legal?

The procedures and methods used to translate the documents had a significant and differentiated effect, ensuring the accuracy, coherence, and appropriateness of the translations to their respective audiences and purposes. The effect of the procedures employed in the texts resulted in rigorous terminological research to identify the precise equivalent of complex legal concepts to avoid ambiguities. A thorough understanding of the original legal context was ensured to prevent misinterpretation of legal principles. Based on the results, a translation is

shown that it was not merely literal, but “localized” in part due to the expectations of the target audience. Methods such as equivalence and transposition were critical. This ensured that the text in both languages was legally sound and adhered to the conventions of legal discourse. In both cases the application of adapted procedures and methods contributed directly to the successful fulfillment of the academic needs of this project, demonstrating the critical role of a well-defined translation process in achieving high-quality, fit-for-purpose translations.

6.4 Unexpected Results

When translating legal texts, the literal translation process is often used because the same meaning must be maintained to avoid serious consequences when it comes to legal proceedings. These documents are merely informative, but they contain a lot of technicalities that only a person with experience in the field would understand. Although, their function is not to resolve legal processes, literal translation was significantly used in the project because there was no other way to communicate the message for two reasons; the message would lose their meaning and since they are legal documents, the writing is formal, so they had to be translated in the same way. The unexpected result is there was a small concern about having made a bad decision such as translating literally, as this is not a well-regarded method; however, the circumstances and the results show that it was the only viable option.

6.5 Recommendations

Based on the findings of this study, which showed how terminology management was a critical factor in the consistency and accuracy of the translations analyzed, it is recommended that mastering this skill is not just an asset, it is a fundamental necessity. It is not enough to

recognize the existence of specialized terms; it is imperative that you train yourself in the practical methodology of terminology extraction, learning to identify and extract key vocabulary from texts. Equally crucial is the validation of these terms with reliable and specialized sources, ensuring that each choice is the most appropriate for the context. In the end, your mastery of terminology management will translate directly into higher quality and professionalism in all your translation work, making a real difference in your academic and professional career.

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