

Didàctica i gestió de la terminologia jurídica en la modalitat semipresencial

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1. Introducció

Avui dia, l'ensenyament semipresencial és una realitat. Cada vegada són més els centres d'estudis superiors que es valen dels últims avenços tecnològics per oferir la possibilitat de cursar estudis semipresencials. La Facultat de Ciències Humanes, Traducció i Documentació de la Universitat de Vic fa temps que aposta per aquesta modalitat d'ensenyament que esdevé imprescindible per a persones amb un perfil determinat: els "semis".

Qui són els "semis"? Els "semis" són els nostres estudiants: l'alumnat semipresencial de la Llicenciatura de Traducció i Interpretació. Són mares i pares, treballadores i treballadors, persones d'aquí i d'allà... Parlem de persones emprenedores amb força de voluntat, autodisciplina i ganes d'aprendre.

Hem de tenir en compte que la premisa fonamental d'aquesta modalitat és l'autoformació. És per aquest motiu que el professorat de la UVic s'encarrega de motivar l'aprenentatge de l'alumnat mitjançant la gestió del material didàctic. En el cas de l'ensenyament de la traducció jurídica, partir d'aquesta premisa és essencial pel que fa al desenvolupament de les propostes didàctiques. Sovint, aquestes propostes es basen en la terminologia, sens dubte, un element fonamental de la didàctica de la traducció jurídica. Per traduir cal que l'alumnat es familiaritzi amb els termes propis de la disciplina en qüestió. Quines són les directrius que en garanteixen l'aprenentatge efectiu, real i veritable?

A l'hora de desenvolupar activitats efectives i, alhora, atractives, el professorat es veu obligat a recórrer a la pròpia creativitat. L'objectiu ha de ser amenitzar l'aprenentatge de la terminologia d'una disciplina que acostuma a resultar complicada i feixuga sense oblidar els objectius docents: potenciar la creativitat traductològica, fomentar l'esperit crític de l'alumnat, entendre conceptes jurídics bàsics...

L'elaboració de les cinc activitats que us proposem tot seguit s'ha basat en un objectiu clar: fomentar l'estudi i l'aprenentatge de la traducció i la terminologia jurídiques. Es tracta d'activitats que han donat, i continuen donant, bons resultats a les nostres aules virtuals.

L'activitat *Hot words* permet a l'alumnat determinar quins són els termes jurídics més adequats per a un context especialitzat mitjançant l'ús d'obres de referència; *Enigmatic law* és una alternativa fresca per estimular la creativitat traductològica i sintàctica en un àmbit que, sovint, no deixa lloc a la flexibilitat; *In case you're wondering...* vol satisfer la curiositat de l'alumnat, conscient que per traduir cal anar més enllà de la transposició de paraules; *Chat time* respon clarament a la voluntat d'afavorir i facilitar la interacció entre alumnat i professorat, per evidenciar la importància de les relacions personals en l'àmbit semipresencial i *Projecting translation* és una introducció al món de la informàtica aplicada a la traducció, un element cada vegada més important en un món on les innovacions tecnològiques són constants.

Cinc alternatives innovadores per fer de la traducció diversió. No oblidem que *if you're not enjoying, you're not learning*.

2. Propostes didàctiques

2.1. Activitat 1. *Hot words*

Descripció:

1. El professor o la professora penja a l'aula virtual un text i en remarca deu paraules d'àmbit jurídic.
2. El professor o la professora penja també un document amb la definició de les deu paraules anteriorment seleccionades.
3. L'alumnat ha de relacionar cada paraula amb la seva definició i traduir-la.

Objectius:

1. Amenitzar l'adquisició de terminologia jurídica.
2. Fomentar l'ús de diccionaris monolingües.
3. Reflexionar sobre la importància del context a l'hora de traduir terminologia jurídica.

Temporalització: sessió de 30 minuts.

Material: text de treball.

Exemple:

1. Text

**A TRANSCRIPT OF SPOKEN ENGLISH COURT.
SUPPRESSION HEARING IN A CASE INVOLVING ELECTRONIC SURVEILLANCE**

MR. BALBOA: Your Honor, we discovered that the car that the **defendant** and Officer Patterson were in had an electronic eavesdropping device. I think we should have a suppression hearing.

THE COURT: What rule of law would you be **relying on** to preclude the state from offering the conversations the officer may have overheard as a result of that listening device?

MR. BALBOA: I believe under the rules of **disclosure** that an electronic surveillance has to be expressly set forth in the State's disclosure. At this point it really ties our hands on a lot of things. I would object to **testimony** being introduced at all. I think it's too late to determine its constitutionality. The state should be prepared from introducing it because it was not disclosed.

THE COURT: I was looking at rule 15.1 to see if there is a **requirement** that such matters be disclosed. I don't find it as I quickly review it. Maybe I overlooked something.

MR. BALBOA: I would cite the **court** to rule 15.1(b)1 as **amended**.

THE COURT: That seems to indicate that you do have to disclose whether there was or was not an electronic surveillance when the accused was a party to the conversation being surveilled. Ms. Post, there is nothing in the State's disclosure in that regard, is there?

MS. POST: I don't believe so. I understand that the device was for the protection of the agent if things went sour and that nothing was recorded. I don't know if that qualifies as an electronic device: I take it's some sort of listening device.

THE COURT: So then, I think that would apply to rule 15.b, subsection One of the **sanctions** you are requesting is preclusion, is that correct?

MR. BALBOA: That is correct, 15.7(a)4, I believe is the rule.

THE COURT: What other testimony did you have in mind, other than what might have been overheard via his listening device?

MR. BALBOA: I would include the agent's comment «you cost me a lot of money» and my client's alleged response of «no dope crosses the border, nobody makes any money», a statement allegedly made immediately prior to the actual arrest. [...]

Font: ALCARAZ, Enrique (1994): «V. La traducción del inglés jurídico norteamericano» dins: *El inglés jurídico norteamericano*, Barcelona, Ariel, p. 105-120.

2. Instruccions

Relacioneu les paraules que apareixen en negreta en el text anterior amb la seva definició i traduiu-les:

(a) _____
To be dependent on something.

(b) _____
To change something slightly in order to correct an error.

(c) _____
A person accused in a legal case

(d) _____
A place where trials or other law cases are held.

(e) _____
A written or spoken statement of evidence, especially one given by a witness in court.

(f) _____
To take and keep somebody prisoner with the authority of the law.

(g) _____
Condition in which every member of society, including its rulers, accepts the authority of the law.

(h) _____
A thing that is depended or needed on somebody/something.

(i) _____
A threatened penalty that makes people obey laws, rules, etc.

(j) _____
The action of making evidences known.

Solució: (a) *Rely on* (acollir-se); (b) *amend* (esmenar); (c) *defendant* (acusat); (d) *court* (tribunal); (e) *testimony* (prova testifical); (f) *arrest* (detenir); (g) *rule of law* (norma jurídica); (h) *requirement* (obligació/ requisit); (i) *sanction* (sanció); (j) *disclosure* (revelació de proves)

2.2. Activitat 2. *Enigmatic law*

Descripció:

1. Cada setmana, el professor o la professora planteja un enigma jurídic en el fòrum de l'aula virtual. Els enigmes poden ser endevinalles, frases fetes, cites o frases idiomàtiques.
2. L'alumnat ha d'ordenar les paraules de l'enigma correctament, resoldre l'enigma en funció de les instruccions del professor o la professora, traduir-lo i publicar la seva proposta al fòrum
3. La setmana següent, el professor o la professora publica al fòrum de l'aula virtual la solució de l'enigma.

Objectius:

1. Amenitzar l'aprenentatge de la terminologia jurídica.
2. Potenciar la creativitat traductològica.
3. Adquirir domini de la sintaxi.

Temporalització: sessió de 45 minuts.

Material: selecció d'endevinalles, frases fetes, cites i frases idiomàtiques.

Exemple:

Opció A: cita

Ordeneu les paraules de la cita següent, traduiu-la i descobriu qui n'és l'autor:

before before are all equal we the but not it law, those to apply appointed

Solució: *We are all equal before the law, but not before those appointed to apply it.*
«Tots som iguals davant la llei, però no pas davant els encarregats d'aplicar-la.»
Stanislaw Jerzy Lec (1909-1966), escriptor polonès d'origen jueu.

Opció B: endevinalla

Ordeneu les paraules de l'endevinalla següent, trobeu-ne la resposta i traduïu-la:

makes not. whoever it it, tells
not. it, takes it whoever knows
whoever not. wants knows it and it

Solució: Whoever makes it, tells it not.	Qui el fa, no ho diu.
Whoever takes it, knows it not.	Qui el té, no ho sap.
And whoever knows it wants it not.	Qui ho sap, no el vol.
<i>Counterfeit money</i>	<i>Diner falsificat</i>

2.3. Activitat 3. *In case you're wondering...*

Descripció

1. Un cop al mes, el professor o la professora penja a l'aula virtual la definició etimològica d'un terme jurídic en anglès.
2. L'alumnat ha de traduir el terme i buscar-ne la definició etimològica en català.
3. L'alumant ha de redactar un breu comentari contrastiu a partir de les dues definicions etimològiques.

Objectius:

1. Amenitzar l'aprenentatge de la terminologia jurídica.
2. Potenciar el coneixement de l'origen de la terminologia jurídica.

Temporalització: sessió d'1 hora.

Material: selecció de definicions etimològiques.

Exemple:

DIPLOMACY

The modern sense of *diplomacy*, "the management of international relations by negotiation" has a curious history. The original Greek word *diploma* from which it comes just meant something that had been folded in two (it is a distant relative of our word *double*). This word came into English with the same meaning as it had in its Latin intermediary, "a state paper or official document granting some privilege", a usage which arose because in the days before the envelope had been invented documents of that kind were commonly folded and sealed to keep them private.

From here, the word split two ways in English. In one, it retained much of its original sense by becoming a name for the piece of paper formally granting an academic or professional qualification, a use which *diploma* still has, though these days it's more likely to be rolled up with a bit of ribbon around it than folded in two.

Its other meaning grew up by a process of transference, firstly by referring to an archive of such official state papers (strictly speaking, the originals of such papers: even today a *diplomatic copy* is one exactly reproducing the original). In English the adjective *diplomatic* first referred to such documents, or to the process of deciphering ancient state papers. In eighteenth-century French another transfer of meaning occurred around the phrase *corps diplomatique*. It originally meant just such an archive, but as the papers frequently referred to international relations, the phrase came to refer instead to the body of men who administered them.

This sense arrived in English near the end of the eighteenth century. Edmund Burke is credited with the first use of *diplomacy* in 1796: "The only excuse for all our mendicant diplomacy is ... that it has been founded on absolute necessity". As you may guess from that quotation, at first *diplomacy* was an unflattering word, echoing Sir Henry Wotton's disdainful contention that "An ambassador is an honest man sent abroad to lie for the good of his country". Even in more modern times diplomacy has continued to have a bad press: the Encyclopaedia Britannica remarked in 1870 that "What we know of diplomacy was long regarded ... partly as a kind of activity morally somewhat suspect".

The adjective *diplomatic* has evolved further. Since a *diplomat* was someone who negotiated treaties and the like, to be a good *diplomat* meant that one was a skilled negotiator; it also implied care not to give offence unnecessarily and wrapping up awkward truths in a pleasant wrapper. As Isaac Goldberg wrote in the twenties: "Diplomacy is to do and say / The nastiest thing in the nicest way". So we now commonly use the word in the sense of being tactful or being good at personal relations, a sense which is new enough not to be included in the big *Oxford English Dictionary's* entry, written the better part of a century ago.

It's a long way from folded bits of paper.

Font: WORLD WIDE WORDS (1996-2006): *Diplomacy* [pàgina web], World Wide Words, <<http://www.worldwidewords.org/topicalwords/tw-dip1.htm>> [consulta d'1 de febrer de 2006]

2.4. Activitat 4. *Chat time*

Opció A: tertúlia temàtica

Descripció:

1. Un cop al mes, el professor o la professora estableix un dia i una hora per a la realització d'una tertúlia simultània entre l'alumnat a través d'Internet.
2. El professor o la professora penja a l'aula virtual un text d'àmbit jurídic o traductològic que l'alumnat ha de llegir abans de la realització de la tertúlia.
3. El dia i hora indicats el professor o la professora inicia la tertúlia amb un tema de debat sobre el text en qüestió.
4. L'alumnat intercanvia opinions, dubtes i reflexions al voltant de la temàtica del text.
5. Finalitza la tertúlia i el professor o la professora s'encarrega de transcriure les intervencions de l'alumnat per fer-les arribar als participants.

Objectius:

1. Promoure les relacions interpersonals entre l'alumnat semipresencial.
2. Fomentar l'esperit crític de l'alumnat.
3. Reflexionar sobre aspectes traductològics fora de l'àmbit estrictament terminològic.

Temporalització: sessions d'entre 1 i 2 hores (variable en funció de la motivació i la participació de l'alumnat).

Material: text recomanat.

Exemple:

1. Text

TO TRANSLATE IS TO ATTEMPT IMPROVEMENT

The rejection of natural neutrality makes it possible to address several thorny questions commonly avoided by the ethics of anonymity. The most important of these problems is the translator's right or duty to improve originals (the question is significantly absent from the code of ethics summarised above, which bluntly adjudicates this right to the author). Since translators cannot help but take position - since even neutral positions have to be created - , their ethics should break with passive non-identity, forcing them actively to evaluate the texts they work on, making them take on a major degree of responsibility for the texts they produce.

The question of improving a text concerns various domains. With respect to "facts", few would disagree with Newmark's sound if pedestrian advice:

"When extralinguistic reality is wrong in the source text, the translator must say so. Misstatements must be either corrected or glossed. This responsibility is more important than monitoring the quality of the writing in the source-language text." (1981, 128-129)

The real problem begins on the level of what Newmark describes as "monitoring the quality of the writing", which should be extended to include the monitoring of pertinence, relations between implicit and explicit material, and strategies of addition and deletion. Were Peter the Great and Perrot d'Ablancourt actually improving their texts? Was Major Spears effectively improving de Gaulle? Such questions are less easily answered than appeals to "extralinguistic reality". But there can be little doubt that Peter the Great, d'Ablancourt and Spears all *thought* they were carrying out improvements, in accordance with either personal criteria or group interests.

After all, if the transferred texts had been perfect and required no change, why should they have been translated? Is not translation itself a major change? The questions demands some thought.

What might be wrong with a merely transferred text? Obviously, if a transferred text's language or codes unacceptably restrict its performative capacity in a new cultural context, the first improvement must be the

elaboration or transformation of its language or codes, the opening of a new potential "we" for new potential receivers. By definition, from the perspective of the translator receiving the text, *the first improvement must be fact of translation itself*.

Translational improvement thus initially means enabling a text to reach certain receivers who would otherwise find that text unavailable or incomprehensible. In certain cases this requires that improvement pass through the reproduction of defects, so that the original text or author may be recognised as defective and thereafter be avoided or corrected in future texts. To translate is not always to correct; but it is always to attempt improvement, sometimes according to a long-term vision.

On this level, improvement is obviously a very relative notion; it is always in terms of the specific purposes of the person or group interested in creating a new "we", in extending reception in a certain direction (and not in others).

The pertinent question is then not *whether* the translator should improve a transferred text, but according to *whose* criteria improvements should be made. For whom is the text to be improved? And with authority from which side of the summit?

Font: Pym, Anthony (1992): «Translation rules are ethical decisions» dins *Translation and Text Transfer. An Essay on the Principles of Intercultural Communication*, Nova York, Peter Lang, p. 151-173.

2. Tema de debat

Límits ètics del traductor jurat.

Opció B: tertúlia terminològica

Descripció:

1. Un cop al mes, el professor o la professora estableix un dia i una hora per a la realització d'una tertúlia simultània entre l'alumnat a través d'Internet.
2. El professor o la professora penja a l'aula virtual un text d'àmbit jurídic o traductològic. Abans de la realització de la tertúlia, l'alumnat ha de seleccionar la terminologia jurídica que apareix en el text i elaborar un glossari bilingüe amb les seves propostes de traducció.
3. El dia i hora indicats, l'alumnat intercanvia opinions, dubtes i reflexions al voltant de la terminologia del text.
4. Finalitza la tertúlia i el professor o la professora s'encarrega de transcriure les intervencions de l'alumnat per fer-les arribar als participants.

Objectius:

1. Promoure les relacions interpersonals entre l'alumnat semipresencial.
2. Fomentar l'esperit crític de l'alumnat.
3. Reflexionar sobre aspectes traductològics en l'àmbit terminològic.
4. Reflexionar sobre el fet que no existeix una sola solució de traducció.

Temporalització: sessions d'entre 1 i 2 hores (variable en funció de la motivació i la participació de l'alumnat).

Material: text recomanat.

Exemple:

1. Text

EXHIBITION CONTRACT

THIS AGREEMENT is made this 23rd day of September, 1995, by and between Millett Art Center (hereinafter referred to as Millett), a New Jersey non-profit corporation with an office at 23 Byatt Place and the Museu Pictòric Modern, (hereinafter referred to as Exhibitor) a non-profit institution with an office at carrer de Sant Magí Més Alt, 30, Barcelona.

Exhibitor desires to display the Exhibition on the terms and conditions set forth herein. In consideration of the conditions herein contained, the parties agree as follows:

1. Millett agrees to lend and Exhibitor agrees to show the Exhibition from January 21, 1996 to March 19, 1996. The Exhibition shall be shown in a dignified and suitable manner and place so as to preserve the works of art. Exhibitor shall comply with all special instructions of Millett as outlined in writing in the registration notes accompanying the Exhibition with respect to care, handling, installing, presenting and securing the Exhibition. The Exhibitor may not make any additions to or deletions from the Exhibition without a written agreement with Millett.

2. The public shall be admitted to the Exhibition without any restriction involving racial discrimination or segregation.

3. All works of art are vulnerable to exposure from heat or excessive lighting. No work of art must be allowed to come into direct contact with heating or ventilation outlets. Works on paper and canvases are especially vulnerable to fading and cockling. They must not be exposed to sunlight, fluorescent light or direct, strong artificial light.

4. Exhibitor shall pay to Millett a fee of \$75,000 United States dollars for organizing the Exhibition and making it available to Exhibitor, of which fee \$25,000 shall be payable upon execution of this Agreement and the remaining \$50,000 shall be payable on or before November 30, 1995. Exhibitor shall be responsible for all local costs, including but not limited to loading and unloading, packing and repacking, installation and dismantling, printed materials, programs, publicity, opening events and any additional security.

5. Millett shall insure the Exhibition on a wall-to-wall basis against all risks of physical loss or damage from any external cause except: wear and tear, gradual deterioration and other standard exclusions contained in fine arts insurance policies. Exhibitor will be held responsible for any damages that result from gross negligence or the failure to comply with Millett's registration notes and instructions regarding security and shipment. The insurance is included in the fee. Millett will provide the Exhibitor with a copy of the insurance policy.

6. Exhibitor agrees that all publicity releases, invitations, announcements, catalogues and other printed matter concerning the Exhibition shall contain a credit notice, which notice Millett shall supply to Exhibitor as soon as the complete list of sponsors of the Exhibition is available.

7. No delay on the part of any party hereto in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of any party hereto of any right, power or privilege hereunder operate as a waiver of any other right, power or privilege hereunder.

IN WITNESS WHEREOF, Millett and Exhibitor have caused this Agreement to be executed as of the date first above written.

Millett Art Center
By
Title: Administrative Director

Museu Pictòric Modern
By
Title: Director

FONT: GENERALITAT DE CATALUNYA (2003): *Exhibition contract* [pàgina web], Generalitat de Catalunya, <<http://www6.gencat.net/llengcat/tij/docs/tijta1.pdf>> [consulta d'1 de febrer de 2006]

2. Tema de debat

Valoració, crítica i justificació de les decisions terminològiques.

2.5. Activitat 5. *Projecting translation*

Descripció:

1. El professor o la professora penja a l'aula virtual dos textos d'àmbit jurídic en format Star Transit i en format Word.
2. El professor o la professora assigna a una meitat de l'alumnat un dels textos i a l'altra meitat l'altre.
3. L'alumnat ha de convertir el text que se li ha assignat en un projecte de traducció assistida, en aquest cas Star Transit; és a dir, ha de preparar un glossari bilingüe amb la terminologia jurídica que apareix al text i introduir-lo en el programa de traducció assistida.
4. L'alumnat s'intercanvia els projectes, de tal manera que la primera meitat de l'alumnat ha de traduir el text que ha preparat la segona meitat de l'alumnat i a la inversa. La traducció s'ha de fer amb un programa de traducció assistida, que en aquest cas és Star Transit.
5. L'alumnat envia el text que ha traduït al professor o la professora en format Star Transit.

Objectius:

1. Fomentar la importància de la informàtica en el món de la traducció especialitzada.
2. Amenitzar l'adquisició de terminologia jurídica.
3. Reflexionar sobre la tasca de localització.

Temporalització: 2 sessions de 2 hores.

Material: textos de treball i programa Star Transit.

Exemple:

1. Text 1

UNITED STATES DISTRICT COURT
DISTRICT OF WEST VIRGINIA
Civil Action no. 93-2987-J
John Ramírez, Plaintiff,
v.
New Central College, Defendant
AMENDED COMPLAINT

1. This action is brought pursuant to Title VII of the Civil Rights Act of 1964, 42 U.S.C. §2000e *et seq.*, the Age Discrimination in Employment Act of 1967, 29 U.S.C. §621 *et seq.*, the Civil Rights Act of 1866, 42 U.S.C. §1981, and West Virginia General Laws, chapter 151B §4(1) and (1B). Plaintiff seeks equitable relief and damages on the ground that he was denied tenure and his employment terminated by defendant New Central College on account of his race, color, national origin, age and sex.

2. The jurisdiction of this Court is invoked pursuant to 28 U.S.C. §1343 and 29 U.S.C. §8626 (c) (1). This Court has pendent jurisdiction over the claims arising under W. Virginia General Laws, chapter 151B, §§4 (1) and (1B).

3. Plaintiff John Ramírez, born on January 13, 1946, is a citizen of the United States and a resident of west Virginia. He is brown-skinned male of Mexican-American ancestry. Until June, 1987, he was employed as an Assistant Professor of Spanish at New Central College. He obtained his B.A. in 1969 from Southwest Arizona University, his M.A. in Romance Languages in 1971 from the State University of New York at Buffalo, and his PhD in Romance Languages in 1981 from Boston University.

4. Defendant New Central College is a non-profit educational corporation duly chartered under the laws of West Virginia and located in Clarksburg. Defendant is an "employer" within the meaning of 42 U.S.C. §2000e, 29 U.S.C. §630(b), and West Virginia General Laws, chapter 151B, §4(1) and (1B).

5. Plaintiff was on the faculty at New Central College as an instructor in Spanish from Fall 1974 to Spring 1980, and as an Assistant Professor of Spanish from Fall 1980 to Spring 1987.
[...]

8. Plaintiff was denied tenure and his employment was terminated by New Central College on account of his race, color, national origin, sex and age in violation of Title VII of the Civil Rights Act of 1964, 42 U.S.C. §2000e *et seq.*, the Civil Rights Act of 1866, 42 U.S.C. §1981, the Age Discrimination in Employment Act of 1967, 29 U.S.C. §621 *et seq.*, West Virginia General Laws, chapter 151B §4(1) and (1B).
[...]

11. As a result of the violations of federal and state law set forth in paragraph 8, above, plaintiff has been denied a tenured position at New Central College, he has lost and will continue to lose salary and benefits, and he has and will continue to suffer emotional and mental distress and humiliation.
WHEREFOR, plaintiff prays that this Court:
(a) Order New Central College to grant plaintiff tenure and reinstate him as a member of the faculty;
[...]

PLAINTIFF HEREBY DEMANDS TRIAL BY JURY

Respectfully submitted,
Charles Granger
Granger & Franklin
82 River Street
Clarksburg

Font: ALCARAZ, Enrique (1994): «VII. Contratos (II): El contrato de arrendamiento»
dins: *El inglés jurídico*, Barcelona, Ariel, p. 112-141.

2. Text 2

CHAPTER II
Obligations of the Seller
SECTION III

Remedies for breach of contract by the seller

Article 45. (1) If the seller fails to perform any of his obligations under the contract or this Convention, the buyer may:
(a) exercise the rights provided in articles 46 to 52;
(b) claim damages as provided in articles 74 to 77.

(2) The buyer is not deprived of any right he may have to claim damages by exercising his right to other remedies.

(3) No period of grace may be granted to the seller by a court or arbitral tribunal when the buyer resorts to a remedy for breach of contract.

Article 46. (1) The buyer may require performance by the seller of his obligations unless the buyer has resorted to a remedy which is inconsistent with this requirement.

(2) If the goods do not conform with the contract, the buyer may require delivery of substitute goods only if the lack of conformity constitutes a fundamental breach of contract and a request for substitute goods is made either in conjunction with notice under article 39 or within a reasonable time thereafter.

(3) If the goods do not conform with the contract, the buyer may require the seller to remedy the lack of conformity by repair, unless it is unreasonable having regard to all the circumstances. A request for repair must be made either in conjunction with notice given under article 39 or within a reasonable time thereafter.

Article 47. (1) The buyer may fix an additional period of time of reasonable length for performance by the seller of his obligations.

(2) Unless the buyer has received notice from the seller that he will not perform within the period so fixed, the buyer may not, during that period, resort to any remedy for breach of contract. However, the buyer is not deprived thereby of any right he may have to claim damages for delay in performance.

Article 48. (1) Subject to article 49, the seller may, even after the date for delivery, remedy at his own expense any failure to perform his obligations if he can do so without unreasonable delay and without causing the buyer unreasonable inconvenience or uncertainty of reimbursement by the seller of expenses advanced by the buyer. However, the buyer retains any right to claim damages as provided for in this Convention.

(2) If the seller requests the buyer to make known whether he will accept performance and the buyer does not comply with the request within a reasonable time, the seller may perform within the time indicated in his request. The buyer may not, during that period of time, resort to any remedy which is inconsistent with performance by the seller.

[...]

Font: ALCARAZ, Enrique (1994): «VI. Contratos (I): El contrato de compraventa» dins: *El inglés jurídico*, Barcelona, Ariel, p. 98-125.

3. Instruccions

Llegiu el text que se us ha assignat, escolliu-ne els termes pròpiament jurídics, elaboreu-ne un glossari bilingüe amb el programa de traducció assistida Star Transit i pengeu el projecte a l'aula virtual dins la carpeta «Text 1» o «Text 2», segons correspongui. Un cop fet això, traduïu el text que no se us ha assignat a partir d'un dels projectes penjats a la carpeta «Text 1» o «Text 2», segons correspongui. Finalment, envieu el text que heu traduït al professor o la professora en format Star Transit.

3. Conclusions

Les activitats que proposem en aquest article evidencien que un dels factors més importants en qualsevol ensenyament, presencial i semipresencial, és la motivació de l'alumnat. Aquest ha estat sempre el nostre punt de partida per elaborar exercicis didàctics que impliquin els estudiants en l'aprenentatge de terminologia especialitzada.

Tanmateix, la motivació no és l'únic factor per garantir que l'alumnat compleixi els objectius de l'assignatura en qüestió. És evident que la posada en pràctica de les cinc activitats que proposem no és garantia d'èxit. De la mateixa manera que han esdevingut recursos excel·lents en alguns casos, en d'altres, ni tan sols ha estat possible posar-les en pràctica, ja sigui per les actituds personals de l'alumnat, ja sigui per les seves aptituds traductològiques.

Malgrat tot, el professorat ha de tenir els recursos necessaris per ser capaç d'adaptar el material didàctic al perfil dels estudiants, que acostuma a ser heterogeni en funció dels coneixements lingüístics, el bagatge cultural i les circumstàncies personals.

Tot això suposa un repte per a la creativitat i la capacitat d'adaptació del professor. No obstant això, sempre és gratificant veure aquest esforç recompensat, un cop l'alumnat és capaç d'entendre quin és el plantejament didàctic de les activitats i treure'n conclusions objectives que els ajudin a millorar les seves aptituds en l'àmbit de la traducció.

Des d'aquí, animem el professorat a potenciar aquest tipus d'activitats per tal d'establir un vincle cada vegada més col·laboratiu i dinàmic per tal d'amenitzar l'aprenentatge de la terminologia jurídica.

Bibliografia

ALCARAZ, Enrique (1994): *El inglés jurídico*, Barcelona, Ariel.

- ALCARAZ, Enrique (2001): *El inglés jurídico norteamericano*, Barcelona, Ariel.
- PYM, Anthony (1992): «Translation rules are ethical decisions» dins *Translation and Text Transfer. An Essay on the Principles of Intercultural Communication*, Nova York, Peter Lang, p. 151-173.
- GENERALITAT DE CATALUNYA (2003): *Exhibition contract* [pàgina web], Generalitat de Catalunya, <<http://www6.gencat.net/llengcat/tij/docs/tijta1.pdf>> [consulta d'1 de febrer de 2006]
- WORLD WIDE WORDS (1996-2006): *Diplomacy* [pàgina web], World Wide Words, < <http://www.worldwidewords.org/topicalwords/tw-dip1.htm>> [consulta d'1 de febrer de 2006]