

# Plain or conventional: the language of European Framework Programme contracts

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*Euroopan unionin tutkimuksen puiteohjelmien käynnistyttyä 1984 tutkimussopimuksista on tullut keskeinen kansainvälisen tutkimusyhteistyön työkalu. Sopimuskielenään kansainväliset tutkijaryhmät käyttävät yleisesti englantia. Sopimusenglanti on kuitenkin syntynyt ja kehittynyt ilmentämään ensisijaisesti common law -oikeuden sopimus oikeudellista ajattelua ja täten perinteisten anglo-amerikkalaisten sopimuskaavojen käyttöön liittykin tunnetusti ongelmia (Mattila 2002: 474) muita oikeusjärjestelmiä edustavien sopimuspuolten välisissä sopimuksissa. Koska Euroopan unioni on kehittymässä omaksi oikeusjärjestelmäkseen, on mahdollista, että perinteisten sopimuskaavojen käyttämän vaikeaselkoisen ja käsitteistöltään ongelmallisen kielen asemesta EU:n piirissä päädytään selkokieli koulukuntien suosimaan yksinkertaistettuun sopimuskielen tai että on kehittymässä eurooppalainen versio sopimusenglannista. Tämän tutkimuksen tarkoituksena oli selvittää, mitä edellä mainituista lähestymistavoista on sovellettu EU:n 7. puiteohjelman tutkimussopimuksiin. Tutkimuksen menetelmänä oli kvantitatiivinen genreanalyysi, jossa neljän 7. puiteohjelman tutkimussopimusmallin tekijänoikeus- ja salassapitolausekkeiden kielipiirteitä verrattiin 12 amerikkalaisen tekijänoikeus- ja/tai salassapitosopimuksen kieleen. Tutkimuksen johtopäätöksenä todettiin, että samoin kuin anglo-amerikkalaiset sopimukset myös EU:n käyttämät tutkimussopimusmallit vaihtelevat kieleltään perinteisen ja selkokielen jatkumolla sopimuksen laatijatahosta riippuen.*

**Key words:** contract English, plain legal language, FP7 research contracts, genre analysis

## 1 Introduction

The first decade of the twenty first century has seen the ever widening opening of frontiers for research collaboration in Europe. Since their introduction in 1984 seven Framework Programmes (FP) have been launched to foster transnational collaboration in research among academic and scientific institutions and their associated bodies and individuals. The legal framework for the Europe-wide cooperation in knowledge production and dissemination is provided by grant agreements between the European Commission and various research institutions or their individual researchers, and collaboration agreements between the participating institutions/researchers. Since FP6, the use of a Consortium Agreement has become mandatory for most research projects financed by the 7th Framework Programme. In order to "to regulate critical aspects of

*project governance not covered by the grant agreement between the Commission and the project consortium"* (DESCA 2009) templates or models of consortium agreements have been developed by the various actors and stakeholders in EU research co-operations. The key areas that such model agreements typically address are 1) internal organisation of the joint research consortium, 2) distribution of the funding provided by the European Community, 3) handling and management of intellectual property and rights of access to results, 4) agreement on partners' liability and confidentiality. Depending on the nature of the collaborative research and the relevant disciplines the consortia can choose from among the various available model agreements. Although these agreements are the products of cross-European working groups representing several nations of the EU, they are drafted in English.

Alongside the appearance of these agreements providing a legal framework for European research collaboration, we have witnessed the emergence of a European legal culture, which according to specialists should be consistent with the major language principle that the law and legal documents should also be understood by legally untrained professionals (Hesselink 2001). Traditionally, however, the language and format of international contracting has been derived from Anglo-American contract schemes which have evolved from the common law practice. Against this background, we set out to explore the linguistic qualities of the English currently used in European research contracts. The issue is relevant not only for those with an interest in European legal language policy but also for the educators of international researchers, drafters and translators.

The purpose of this study was to find out whether EU contract English conforms with the linguistic traditions of common law contracts, complies with the principles of plain legal language drafting, or shows a tendency to create its own conventions.

## **2 The corpus and method of the study**

### 2.1 The corpus

The corpus of the study consisted of the intellectual property rights (IPR) and confidentiality provisions of four FP7 model contracts<sup>1</sup>, namely; the DEvelopment of a Simplified Consortium Agreement for FP7 (DESCA), the HAGGLE Consortium Agreement, the European Information & Communications Technology Industry Association (EICTA) Consortium Agreement, the European Research Council (ERC) Grant Agreement and, correspondingly, twelve American (model/executed) agreements on the same juridical issues; IPR agreements, confidentiality agreements, and combined non-disclosure and IPR agreements.

The authors' decision to include the above four FP7 contract models was guided by a user institution. According to the informants consulted in the matter, these four contracts are those most commonly used as models in research-related contract drafting. Similarly, the decision to focus the inquiry on the IPR and confidentiality provisions of the FP7 contracts was based on user opinion; we were informed that in most cases the primary criteria for the choice of the contract scheme were the scope and content of the IPR and confidentiality clauses. In addition, it was considered that a comparison of the IPR and confidentiality provisions of the FP7 and American contracts would highlight the linguistic differences or similarities in the two groups of contracts because IPR and confidentiality provisions have long-established linguistic formulations in traditional contract English.

American agreements were included in the corpus to represent common law contracts. Because American contract schemes are known to be commonly used as a starting point of drafting in international transactions (for the global influence of American legal English see Mattila 2002: 468), they were considered a likely source of linguistic

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<sup>1</sup> In the major legal cultures, the use of prefabricated templates or models for contracts and other private-law documents is a long-established tradition (Mattila 2002: 126). Accordingly, a corpus for the linguistic study of Anglo-American contract texts may justifiably consist of either model contracts or executed ones, or contain both of them.

influence for the EU contracts to be explored in this study. Thus the type of the contract (IPR, confidentiality or combined) and the American origin served as inclusion criteria for the contracts that were chosen to represent the common law tradition. The contracts were searched for in the Internet and a randomizing effect was gained by collecting successive contracts available on a free-of-charge basis. The contracts included in the corpus will be referred to in the tables and further text with codes consisting of the initials of the contract title.

## 2.2 The method

The method used in this study to determine the position of EU contract English in the conventional-plain continuum and to identify its possible idiosyncratic features was comparative genre analysis based on Bhatia's (1993) description of the process of genre identification.

### 2.2.1 Bhatian steps of genre analysis

As described by Bhatia (1993), the process of genre identification presumes pre-existing hypotheses about the distinctive genre features of a group of texts. The Bhatian process of genre analysis consists of the following steps: 1) Analysis of lexico-grammatical features: quantitative corpus studies to test intuitive or impressionistic statements of genre features, 2) Analysis of text-patterning or textualization: Why do members of various discourse communities write the way they do? 3) Structural interpretation of the text genre.

Due to the restricted framework of this study our analysis has focused so far on the first criterion only. The next stage of our research will include a comparison of the structural format of the EU and common law contracts.

## 2.2.2 Hypothetical statements about the language of FP7 contracts

In the present study, the hypotheses tested to determine the degree of linguistic conventionality or its absence in the FP7 contracts included the following set of linguistic features identified as distinctive of common law contracts by Sallinen (2002) based on an empirical study of common law contract texts and the work of Hiltunen (1990), Bhatia (1993), and Mattila (2002) on legal English and the language of law in general (the codes later to be used for reference are given in the brackets)<sup>2</sup>:

### Syntactic features:

1. Complex compound sentences (CCS): two or more co-ordinated main clauses each with subordinate clauses
2. Extensive noun phrases (ENP): nouns with extensive pre- and postmodification
3. Discontinuous sentence structure (DSS): syntactic discontinuity due to intervening clauses, or phrases (articulating specifications and provisos)
4. Ellipses (EPS): syntactic discontinuity due to a tendency to avoid repetition of recurrent clause constituents in adjacent structures
5. Nominalization (NOM): use of noun derivatives of verbs (frequently with pseudo-content verbs such as to have, to be, to take) instead of verb structures
6. Repetition as a means of reference (REP): avoiding the use of pronouns to ensure the unambiguity of reference
7. Repetition of verb for specification (RVS): adding a more specific meaning to a preceding verb by repeating it in a specifying verb structure (e.g., the amount *paid or agreed to be paid*)
8. Listing (LIS): The common law doctrine presumes itemizing of the contractual transaction.

### Lexical and phraseological features:

9. Conventional multi-member structures originating in the different languages of English law (CMM): The historical layers of the language of law in England are reflected in the use of doublet and triplet phrases with words of Latin, French and Old English origin (e.g., *deem and consider; right, title and interest*). The purpose of the convention was to make sure that the language of the courts was understood by the people.
10. Multi-member structures to enhance accuracy (AMM): use of near synonyms, opposites, parts, etc. to cover optimally the subject matter in question (e.g., *in whole or in part; unless and until; directly or indirectly; sold and transferred*)
11. Multi-member prepositional structures used instead of single prepositions, e.g., *prior to ↔ before; with respect to* (MPR)
12. Common law doctrinal phraseology, e.g., *in law and in equity; for good and valuable consideration* (CLP)
13. Archaisms, e.g., *hereby, hereinunder, hereinafter* (ARC)
14. The use of the auxiliary *shall* in provisions stating contractual obligations (SHALL)

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<sup>2</sup> Even though the majority of the distinctive syntactic, lexical and phraseological features of common law contract English also characterize legal English in general and some of the syntactic features are shared by other legal languages as well, contracts can still justifiably be seen as a genre of their own due to their commissive overall communicative purpose and unique text-structural format.

Example 1 below illustrates some of the above features. The indices at the end of each underlined part of the text refer to the above numbered sequences of distinctive features:

- (1) Notwithstanding paragraph B, RECIPIENT shall not be liable for disclosure or use (5) of INFORMATION only if, and only to the extent that (3) said INFORMATION(6) was in the public domain at the time it was disclosed by OWNER, or was known to /// (4) and recorded in writing by RECIPIENT prior to (11) the time of disclosure (5) by OWNER (Nondisclosure and Intellectual Property Rights Agreement, [http://www.cisloandthomas.com/main/images/stories/docs/NDA\\_and\\_assgmt\\_of\\_ip.pdf](http://www.cisloandthomas.com/main/images/stories/docs/NDA_and_assgmt_of_ip.pdf))

As pointed out previously, the incidence of the above distinctive features of common law contracts was used as an indicator of conventionality in the FP7 contracts. The absence of the same features was interpreted to denote the use of plain language. The use of plain legal language is currently advocated by various groups of legal writers whose aim is “to encourage the legal profession to use good, clear English” that is “readily understandable to the intended audience” (cf. Butt and Castle 2001). Bryan Garner, one of leading exponents of plain language drafting in the U.S. defines plain legal language as “the idiomatic and grammatical use of language that most effectively presents ideas to the reader” (Garner 2002: 5). His stylistic guidelines include the following principles of plain language drafting: 1) Assume an audience of well-informed generalists; 2) Be brief and clear: use simple structure; 3) Put the action into verbs, not nouns and adjectives – use the active voice; 4) Avoid Latin and French, write in English; 5) Instead of doublets or triplets use a single word; 6) Avoid the use of ‘shall’. (Garner 2002: 177–221.)

### 2.2.3 The procedure

Our procedure consisted of four major steps. We first counted the incidence of the distinctive features of conventional contract English in each contract text (Table 1).

**Table 1.** Length of contracts and incidence of conventional features.

	NoSi	LC S	DS S	EN P	NO M	RE P	CM M	AM M	RV S	MP R	CL P	AR C	EP S	LI S	SHAL L	SE N
EIC	29926	3	14	5	102	11	5	22	8	58	0	10	19	9	82	83
ERC	11580	0	6	0	17	3	0	4	0	12	0	1	2	1	29	58
HAG	19493	1	7	3	35	11	4	13	2	33	0	17	14	4	45	58
DESCA	6975	0	7	5	15	1	10	3	1	9	0	14	5	3	16	39
MNDA	4393	0	2	0	14	2	1	7	1	6	1	4	2	2	1	14
NDA	8210	5	1	0	16	1	2	19	4	13	1	21	6	10	28	37
IPRAs	9192	1	0	0	28	0	0	18	0	5	0	8	4	3	27	54
IPRAn	8554	1	1	0	19	5	1	19	2	12	1	12	7	7	25	39
PIA	6216	0	1	1	15	0	0	16	0	6	2	18	3	3	15	31
AEPD	7880	3	0	0	21	4	0	11	2	14	2	18	10	8	29	41
NIPR	7764	0	4	0	4	3	11	17	1	6	2	26	1	12	13	34
GNDIPR	9866	0	6	2	0	3	6	15	1	6	0	4	0	8	7	38
MISIPR	3255	1	1	3	2	1	0	4	1	4	0	9	0	5	11	15
PropDA	6303	3	3	3	6	7	1	6	2	4	1	3	0	2	17	25
CONAG	8800	0	3	4	15	2	2	7	0	4	0	12	3	3	15	50
IPRb	14663	0	3	0	13	2	3	48	8	21	3	40	15	22	34	43

Next the frequency figures were made comparable between the contracts by defining the text length of each contract in signs and calculating a frequency of fixed unit of text length by finding a common denominator for the various text lengths (Table 2).

**Table 2.** Finding a common denominator.

		LCS	DSS	ENP	NOM	REP	CMM	AMM	RVS	MPR	CLP	ARC	EPS	LIS	SHALL	SEN
EIC	1	3	14	5	102	11	5	22	8	58	0	10	19	9	82	83
ERC	2.58428	0.0	15.5	0.0	43.9	7.8	0.0	10.3	0.0	31.0	0.0	2.6	5.2	2.6	74.9	149.9
HAG	1.53521	1.5	10.7	4.6	53.7	16.9	6.1	20.0	3.1	50.7	0.0	26.1	21.5	6.1	69.1	89.0
DESCA	4.29046	0.0	30.0	21.5	64.4	4.3	42.9	12.9	4.3	38.6	0.0	60.1	21.5	12.9	68.6	167.3
MNDA	6.81220	0.0	13.6	0.0	95.4	13.6	6.8	47.7	6.8	40.9	6.8	27.2	13.6	13.6	6.8	95.4
NDA	3.64506	18.2	3.6	0.0	58.3	3.6	7.3	69.3	14.6	47.4	3.6	76.5	21.9	36.5	102.1	134.9
IPRAs	3.25565	3.3	0.0	0.0	91.2	0.0	0.0	58.6	0.0	16.3	0.0	26.0	13.0	9.8	87.9	175.8
IPRAn	3.4984	3.5	3.5	0.0	66.5	17.5	3.5	66.5	7.0	42.0	3.5	42.0	24.5	24.5	87.5	136.4
PIA	4.8143	0.0	4.8	4.8	72.2	0.0	0.0	77.0	0.0	28.9	9.6	86.7	14.4	14.4	72.2	149.2
AEPD	3.79771	11.4	0.0	0.0	79.8	15.2	0.0	41.8	7.6	53.2	7.6	68.4	38.0	30.4	110.1	155.7
NIPR	3.85445	0.0	15.4	0.0	15.4	11.6	42.4	65.5	3.9	23.1	7.7	100.2	3.9	46.3	50.1	131.1
GNDIPR	3.03324	0.0	18.2	6.1	0.0	9.1	18.2	45.5	3.0	18.2	0.0	12.1	0.0	24.3	21.2	115.3
MISIPR	9.19385	9.2	9.2	27.6	18.4	9.2	0.0	36.8	9.2	36.8	0.0	82.7	0.0	46.0	101.1	137.9
PropDAT	4.74789	14.2	14.2	14.2	28.5	33.2	4.7	28.5	9.5	19.0	4.7	14.2	0.0	9.5	80.7	118.7
CONAGR	3.40068	0.0	10.2	13.6	51.0	6.8	6.8	23.8	0.0	13.6	0.0	40.8	10.2	10.2	51.0	170.0
IPRb	2.04091	0.0	6.1	0.0	26.5	4.1	6.1	98.0	16.3	42.9	6.1	81.6	30.6	44.9	69.4	87.8

After this we gave each frequency figure a value according to its order of magnitude within the sequence of the frequency figures for each descriptor (Table 3). The ranking reached from 16 to 1 because the corpus consisted of 16 contract texts. Value 16 was given to the highest incidence. Zero incidence was given value 1. Similar incidences were marked by the same value in the magnitude-ordered sequence of a descriptor and a corresponding number of magnitude-ordered positions were skipped in the sequence e.g. 1,2,3,4,4,4,7,8).

**Table 3.** Frequency figures turned into order-of-magnitude values.

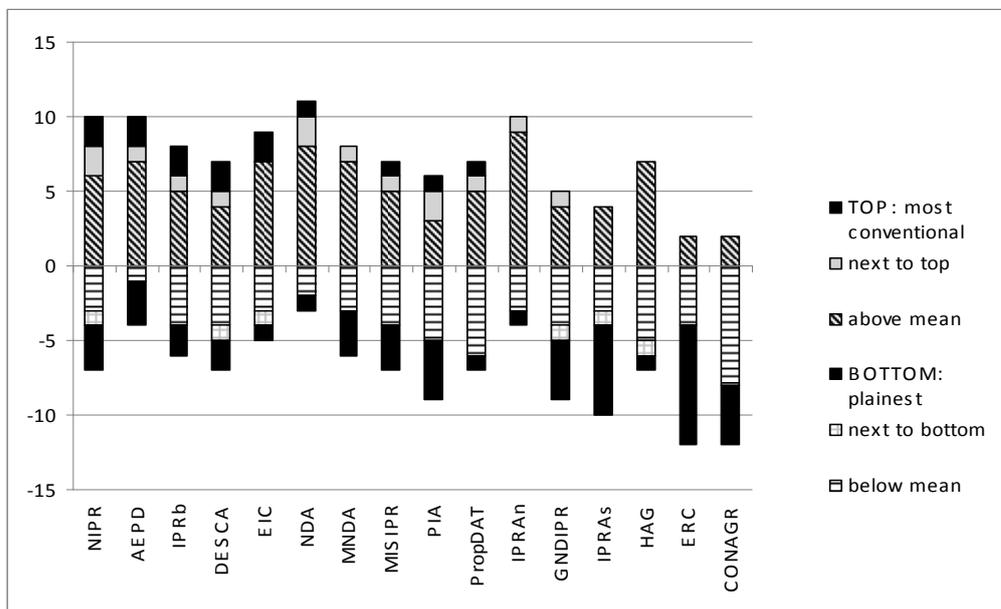
	CCS	DSS	ENP	NOM	REP	CMM	AMM	RVS	MPR	CLP	ARC	EPS	LIS	SHALL	SEN
EIC	3	11	4	16	9	6	4	12	16	1	2	8	3	11	1
ERC	1	13	1	6	6	1	1	1	7	1	1	3	1	9	12
HAG	2	8	2	8	13	7	3	6	14	1	5	10	2	6	3
DESCA	1	15	8	10	4	12	2	8	9	1	10	10	7	5	14
MNDA	1	9	1	15	11	8	10	9	10	5	7	6	8	1	4
NDA	9	3	1	9	2	9	14	15	13	3	12	8	13	15	8
IPRAs	4	1	1	14	1	1	11	1	2	1	6	5	5	13	16
IPRAn	5	2	1	11	14	4	13	10	11	2	9	9	11	12	9
PIA	1	4	3	12	1	1	15	1	6	8	15	7	9	8	11
AEPD	7	1	1	13	12	1	8	11	15	6	11	12	12	16	13
NIPR	1	12	1	2	10	11	12	7	5	7	16	3	16	3	7
GNDIPR	1	14	5	1	7	10	9	5	3	1	3	1	10	2	6
MISIPR	6	6	9	3	8	1	7	13	8	1	14	1	15	14	10
PropDAT	8	10	7	5	15	5	6	14	4	4	4	1	4	10	5
CONAGR	1	7	6	7	5	8	5	1	1	1	8	4	6	4	15
IPRb	1	5	1	4	3	7	16	16	12	5	13	11	14	7	2

The order-of-magnitude values for each descriptor were then replaced by six category labels: top (value 16), next-to-top (value 15), above mean (values 14–9), below mean (values 8–3), next to bottom (value 2), and bottom (value 1) and Table 4 was produced. In Table 4 each contract is represented by a column. The table shows the amount of top, next-to-top, above mean, below mean, next-to-bottom, and bottom incidences of each descriptor for every contract in the corpus. The order of the contracts in Table 4 reflects their tendency towards the use of conventional contract English within the conventional-plain continuum. The table also indicates the sum total of all descriptor instances with mean or above the mean values for each contract. This is illustrated by the above-mean height of the columns representing the contracts.

### 3 Findings

Table 4 shows the results of the comparative genre analysis conducted on the intellectual property rights and confidentiality provisions of three FP7 consortium agreements, one FP7 grant agreement, and 12 American IPR and/or confidentiality agreements which were considered to represent common law agreements.

**Table 4.** Distribution of contract texts in the conventional-plain continuum.



As pointed out above the sections of the columns in Table 4 indicate descriptor incidences in six frequency categories for each contract, and the order of the contracts is assumed to reflect their degree of conventionality or plainness, respectively. The organizing criterion was the number of instances in the top and next-to-top categories. Yet, it is impossible to judge by quantitative means whether a few instances in the top and next-to-top categories signal a higher degree of conventionality in the language than more numerous instances in the above mean category. For this reason the order of conventionality as described in Table 4 is only tentative even though it is assumed to provide a basis for a broader conclusion. However, to compensate for this inaccuracy, the sum totals of the incidences of descriptor values above the mean are also illustrated by the table as the height of the columns above the mean axis (0). It must also be noted

that Table 4 does not display the absolute position of the contracts in the conventional language-plain language continuum; it only shows their relative position with respect to the incidence of the distinct linguistic features of common law contracts in the present corpus of 16 contract schemes.

The American contracts clearly show a wide distribution on the conventional-plain continuum ranging from the descriptor values of the NIPR contract to those of CONAGR. A similar pattern may also be distinguished in the European FP7 contracts. The model contracts DESCA and EICTA show considerable dominance of certain conventional features placing them within the top 35% range in this corpus, while the ERC grant agreement scores second lowest for the conventionality of language. The conclusion about the wide distributional range among the EU contracts also seems to remain valid when observing the sum totals of the mean and above-mean incidences presented in Table 4. Three of the FP7 contracts (DESCA, EICTA, and HAG) then fall within the top 50% range of conventionality, while ERC remains within the bottom 50% indicating that in the EU context both conventional and plain-style drafting is used. DESCA also scored high in some of the most distinctive descriptors of traditional contract English (Table 3) such as discontinuous sentence structures (16), conventional multi-member structures originating in the different languages of English law (16), extensive noun phrases (15), ellipsis (12), nominalization (10), and multi-member prepositions (9). Thus it seems justified to conclude that the linguistic features of EU contract English vary on the conventional-plain dimension possibly reflecting the background of the drafters. The following examples from ERC, representing the plain language ideology, and EICTA, which by both of the above criteria was included in the top range of conventionality, illustrate the choice-of-ideology related differences in the articulation of a provision pertaining to the granting of access rights to affiliates:

- (2) *Each party hereby grants Access Rights to any Affiliate of any other Party as if such Affiliate was a Party and subject to the condition that such Affiliate shall undertake to grant licences and user rights on terms identical to Access Rights to its IPR Needed to Use Foreground, to all Parties and their Affiliates (subject to such Affiliates also having given such undertaking) and (without prejudice to the Parties' obligations to carry out the project and to provide Project Deliverables) to fulfil all confidentiality and other obligations towards the Commission and the other Parties accepted by the Parties, under the GA or this CA as if such Affiliate was a Party (EICTA: IPCA 2007:4.2.2.1).*

- (3) *An affiliated entity established in a Member State or Associated country shall also enjoy access rights referred to in paragraphs 1 and 2, to foreground or background under the same conditions as the beneficiary to which it is affiliated unless otherwise provided for in a further written agreement (ERC II.34.3).*

As could be expected none of the EU contracts showed any remnants of the doctrinal phraseology of common law. A similar finding was made earlier by Sallinen (2003) when the language of contracts drafted in English for international use were compared with that of traditional common law contracts. One further general observation was that the corpus showed relatively few instances of extensive noun phrases and complex compound sentences even though heavy sentences and noun phrases are known to be characteristic of contract language. The reason for the first finding above may be in the definition used for extensive noun phrases, i.e. nominal structures with both pre- and post-modification. The noun phrases distinctive of contract English seem to be, however, mostly right-bending, in other words, post-modified. Similarly, complex compound sentences were defined as sentences consisting of two or more co-ordinated main clauses each with subordinate clauses. Sentences may, however, be long and complicated without fulfilling the above definition.

An attempt was made in the study also to indicate sentence length by counting the number of sentences in each contract text. Table 2 shows length-of-text adjusted number of sentences for each contract. The lower the number of sentences is in Table 2 the longer the sentences of the text can be assumed to be, and vice versa. Accordingly, the top three contracts with longest sentences in this corpus were EICTA (83), IPRb (87), and HAG (89). The 'plainest' FP7 contract, ERC, scored relatively high in the number of sentences (149.9/max 175.8), which confirms the plain language tendency of drafting previously noted in this contract. The above finding about the varying sentence length among the FP7 contracts further supports the previous observation of the wide distribution of EU contract English in the conventional language – plain language continuum. This study did not provide a clear picture as to an emerging European variant of contract English. However, the EU contracts seemed to share certain phraseology previously unnoticed in Anglo-American contracts. The origin and prevalence of such phraseology remains to be clarified by further research.

## 4 Conclusion

Our results indicate that legal writers, such as Heutger (2003) and Hesselink (2001), are still justifiably pushing for plain language drafting within the EU context. They claim, as articulated by Heutger (2003: 8), that “it must be a legal objective of European integration to supply plain legal language.” The attainment of this objective may currently also be promoted by the ongoing emergence of global English (Graddol 2006, Szabóné 2009). However, before we reach the ideal stage when the language of law and legal documents arising from the new European legal culture “can be understood also by legally untrained professionals and even laymen” (Heutger 2003: 7), present day and future European researchers should, nevertheless, be provided with appropriate instructions, guidance and training to enable them to interpret the language of collaborative agreements.

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