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## A FEW NOTES ON THE LANGUAGE OF EU ANTITRUST LAW IN ENGLISH-POLISH TRANSLATION

**Abstract.** In this paper I would like to present a brief description of the issues in English-Polish translation in the field of antitrust. Ever since Poland became a part of the broadening European integration, the Polish antitrust laws have been strongly “Europeanised”. Many new linguistic elements exist in both the Polish language of antitrust law and Polish legal language. Whatever the cause, the result is a decrease in the quality of the language. The issues of concern are divided into two groups. The first relates to producing Polish versions of EU legal documents concerning antitrust (part 2 of the paper). The second is related to translating English language of antitrust for the purposes of drafting national documents concerning antitrust, both legal documents and documents that are not legally binding (part 3 of the paper). I will then (in part 4 of the paper) turn to areas where a change is needed and propose measures that might be helpful in the current circumstances.

*Keywords:* language of antitrust legislation, legal language, principles of legislative technology, Euro-jargon, linguistic purity

This presentation concerns the language of antitrust legislation which is the language of a category of legal texts. Legal texts are included in the group of special-purpose texts, i.e. texts that can be translated correctly only if the translator possesses excellent knowledge of the particular subject-matter (Šarčević, 2000:6 et seq.). However, it would not be appropriate to place the text of antitrust laws on an equal footing with other legal texts.<sup>1</sup> The reason is that nowadays the language of antitrust legislation, previously rather general, has become more specialised and complicated, as well as technical and furthermore, increasingly involves the vocabulary of economics; this applies in particular to the language of substantive antitrust law since substantive antitrust law is under the influence of the so-called economisation processes. (Inter alia: Piszcz, 2009:206 et seq.). Therefore, in my opinion, the language of antitrust can be seen as developing in the form of a sectoral, “hybrid” (i.e. legal-economic) language due to processes of “economisation” of this language.

In Poland, as a Member State of the European Union, the sources of antitrust laws are both EU law and Polish law. The Polish Act of 16 February 2007 on Competition and Consumer Protection (Ustawa z 16 lutego 2007 r. o ochronie konkurencji i konsumentów (Dz.U. z 2007 Nr 50, poz. 331 z późn. zm.)) remains the core of national antitrust policy. Its provisions can be seen as similar to those in: (1) Articles 101 and 102 of the Treaty on the functioning of the European Union (consolidated version OJ C 326, 26.10.2012); (2) Council Regulation 1/2003 of 16 December 2002 on the implementation of the rules on competition laid down in Articles 81 and 82 of the Treaty (OJ L 1, 4.1.2003); (3) Council Regulation 139/2004 of 20 January 2004 on the control of concentrations between undertakings (OJ L 24, 29.1.2004). There are also numerous regulations concerning the implementation of the Act of 2007, including the so-called block exemption regulations modelled, to a large extent, on the EU block exemption regulations.<sup>2</sup>

Issues of English-Polish translation in the field of antitrust legislation that I propose to focus on may be divided into two groups related to: (1) producing Polish versions of EU legal documents concerning antitrust legislation; (2) translating the English language of antitrust for the purposes of drafting national documents concerning antitrust, both legal documents and documents that are not legally binding.

### **Problems of producing Polish versions of EU legal documents**

The legal status of the Polish language in the territory of the Republic of Poland is defined by the Act of 7 October 1999 on the Polish language (Ustawa z 7 października 1999 r. o języku polskim (Dz.U. 2011 Nr 43, poz. 224 z późn. zm.)). According to Article 5 section 1 of the Act, the Polish language has to be used in the pursuit of public tasks within the territory of the Republic of Poland. This language is the official language (Article 4 of the Act) and the language of law. At the same time, since 1 May 2004 Polish is one of the official languages of the European Union.<sup>3</sup> Polish versions of the Treaty and the EU Regulations mentioned above are not mere translations of the law, but in themselves they constitute the law. They are equal in authenticity to existing versions in the other official EU languages (23 and when Croatia joins the European Union on 1 July 2013 – 24). All of them have the same legal authority and legal value. This is the same rule as in the case of officially multilingual (plurilingual) states. (Turi, 2012:12).

According to the Head of the Polish Unit of the Language Service of the EU Council General Secretariat,<sup>4</sup> many Polish authentic texts of EU documents are produced by translations, usually from English.<sup>5</sup> This is not surprising, since English would appear to be the language that is dominant in EU administration.<sup>6</sup> However, the English used in this context is not free of neologisms, calques (mainly from French) and compound-complex sentences. English versions of documents are quite often written by people for whom English is not their native language. Therefore, these English texts sometimes contain examples of stylistic awkwardness, strange grammatical structures, unfortunate wordings or even misused words. (See also: Janas, 2004:415). It is worth adding that the deadlines for translations are usually tight and translators work under deadline pressure.

These are conditions experienced by the translator when dealing with an EU document to be translated into Polish for the purposes of creating a Polish official version thereof. It appears much easier to translate, e.g., a document established under the law of England and Wales, written in British English by a British legislator and “backgrounded” by the defined (for ages) legal culture of the common law system in the UK, than to translate a piece of EU law, written in EU English (Euro-language) by “cosmopolitan” European legislators and influenced by the specific institutional culture of the EU institutions (including their own idiom of communication).<sup>7</sup> These and other difficulties are understandable, but all combined, they may decrease the quality of translations. When discussing these problems, one may ask how it is possible to prepare a perfect translation under existing conditions. However, these problems cannot in themselves be treated as objectively justifying some of the troublesome tendencies that I intend to criticise here.

First, despite the difficulties mentioned previously, translators of texts which are identical to previously translated ones seem to forget that it would be reasonable to produce similar translations unless the previous ones are incorrect. Failure on the part of translators to take this into account, results in chaotic translations of EU antitrust legislation (see also: Lipowicz, 2007:41). Provisions that are identical in English versions differ from each other considerably in Polish versions of documents. Excellent examples of the above can be found in some provisions of Regulations 1/2003 and 139/2004 regarding, in particular, the powers of investigation of the EU Commission, penalties, hearings and professional secrecy. In table 1, there are eighteen examples of the English concepts or phrases used in the same context in both Regulations that have been expressed using “double” or even “triple” terms in Polish versions of the Regulations.

**Table 1**  
**Examples of different Polish equivalents of the same English phrase**

No.	English text	Polish text A [Reg. 1/2003]	Polish text B [Reg. 139/2004]	Is either A or B better? <sup>8</sup>
1	<i>simple request</i>	<i>zwykle żądanie informacji</i> [Art. 18.1]	<i>prosty wniosek</i> [Art. 11.1]	A
2	<i>incorrect information</i>	<i>nieprawdziwe informacje</i> [Art. 18.2]	<i>informacje nieprawidłowe</i> [Art. 11.2] <i>informacje niewłaściwe</i> [Art. 11.4]	A
3	<i>in the case of associations having no legal personality</i>	<i>w przypadku stowarzyszenia nieposiadające osobowości prawnej</i> [Art. 18.4]	<i>w przypadku związków nieposiadających osobowości prawnej</i> [Art. 11.4]	B
4	<i>Interview</i>	<i>przesłuchiwać</i> [Art. 19.1]	<i>przeprowadzić rozmowę</i> [Art. 11.7]	–
5	<i>Inspections</i>	<i>inspekcje</i> [Art. 20.1]	<i>kontrole</i> [Art. 13.1]	B
6	<i>means of transport</i>	<i>środki transportu</i> [Art. 20.2.a]	<i>środki</i> [Art. 13.2.a]	A
7	<i>are empowered to record the answers</i>	<i>mają prawo do rejestrowania odpowiedzi</i> [Art. 20.2.e]	<i>są uprawnione do notowania ich wypowiedzi</i> [Art. 13.2.e]	A
8	<i>right to have the decision reviewed by the Court of Justice</i>	<i>prawo do wniesienia odwołania od decyzji do Trybunału Sprawiedliwości</i> [Art. 18.3]	<i>prawo poddania decyzji kontroli przez Trybunał Sprawiedliwości</i> [Art. 11.3] <i>możliwość poddania decyzji przeglądowi przez Trybunał Sprawiedliwości</i> [Art. 13.4]	–
9	<i>such authorisation shall be applied for</i>	<i>zostanie złożony wniosek o wydanie takiej zgody</i> [Art. 20.7 sentence 1]	<i>zatwierdzenie takie ma zastosowanie</i> [Art. 13.7 sentence 1]	A
10	<i>Such authorisation may also be applied for</i>	<i>O zgodę taką można wystąpić</i> [Art. 20.7 sentence 2]	<i>Takie zatwierdzenie ma również zastosowanie</i> [Art. 13.7 sentence 2]	A
11	<i>demand that it be provided with the information</i>	<i>żądać dostarczenia im informacji</i> [Art. 20.8]	<i>żądać dostępu do informacji</i> [Art. 13.8]	A
12	<i>a member of staff</i>	<i>pracownik</i> [Art. 23.1.d]	<i>członek personelu</i> [Art. 14.1.e]	B
13	<i>either intentionally or negligently</i>	<i>umyślnie lub w wyniku zaniedbania</i> [Art. 23.2]	<i>umyślnie lub nieumyślnie</i> [Art. 14.2]	–
14	<i>Decisions (...) shall not be of a criminal law nature.</i>	<i>Decyzje (...) nie mają charakteru sankcji karnych.</i> [Art. 23.5]	<i>Decyzje (...) nie mają charakteru karnoprawnego.</i> [Art. 14.4]	B
15	<i>The Commission shall base its decisions only on objections</i>	<i>Podstawą decyzji wydanej przez Komisję mogą być wyłącznie zarzuty</i> [Art. 27.1]	<i>Komisja opiera swoją decyzję jedynie na zastrzeżeniach</i> [Art. 18.3]	A

No.	English text	Polish text A [Reg. 1/2003]	Polish text B [Reg. 139/2004]	Is either A or B better? <sup>8</sup>
16	<i>the Commission shall give (...) the opportunity</i>	<i>Komisja może</i> [Art. 27.1]	<i>Komisja umożliwiała</i> [Art. 18.1]	B
17	<i>professional secrecy</i>	<i>tajemnica służbowa</i> [Art. 28.1]	<i>tajemnica zawodowa</i> [Art. 17.2]	A
18	<i>jurisdiction to review decisions</i>	<i>jurysdykcja do rozpatrywania odwołań od decyzji</i> [Art. 31]	<i>jurysdykcja w odniesieniu do kontroli decyzji</i> [Art. 16]	B

Source: *own study*

Analysing the above table, we find that in almost each pair of Polish phrases one is burdened with an error. Errors made in translations may be classified into various kinds, e.g. grammatical, terminological, phraseological, stylistic, etc. (See e.g.: Matulewska, 2009:206 et seq.). Examples shown in table 1 include a relatively wide spectrum of errors including the omission of some words (example 6B), adding unnecessary words (example 14A – the word *sankcji*<sup>9</sup>) or errors in adjectival declension (example 3A – instead of *nieposiadające* the text should read *nieposiadającego* or *nieposiadających* depending on whether the translator chooses the plural or singular form, which is not clear here).

The most interesting point to notice about these errors, however, is not so much the presence of common errors in Polish official versions of EU Regulations, but rather the fact that there are also errors that may have resulted from too “literal” translation,<sup>10</sup> contrary to the characteristics of the traditional (pre-EU) Polish language of law and its vocabulary (example 5A, 17B). For instance, introducing to the legal text the word *inspekcje* as the Polish equivalent of English *inspections* (example 5A) is contrary to the linguistic purity of the Polish language of law. In the traditional Polish language of law, the word *inspekcje* means rather English *inspectories* (as entities) and the word *kontrole* means English *inspections* (as activities). An example of such errors can also be found in motive 12 in the preamble and article 7(1) of the Regulation 1/2003. The word *remedies* is translated as *środki zaradcze* and this phrase traditionally has not been part of the language of Polish law. (Piszczyński, 2012b:11–12).

Errors that lead to broadening can also be identified (e.g. example 11B) or “in the opposite direction”, i.e. to narrowing of the Polish phrase in comparison to the English form (e.g. example 7B, 12A). For instance, in the Polish language of law, we use the word *pracownik* (*employee*) in a particular sense, to refer to a person who has entered into an employment contract,

while *członek personelu* (example 12B) is used in phrases such as *członek personelu dyplomatycznego* (*members of the diplomatic staff*) and not to denote persons who are members of the staff of an undertaking (company, etc.). However, the second proposal (12B) would appear more acceptable, as it also includes members of the staff of an undertaking, who have entered into contracts other than employment contracts with the undertaking.

Similar considerations may be applied to example 4. Translation of the verb *to interview* (example 4) as *przesłuchiwać* is against the traditional usage of the word *przesłuchiwać* in the Polish language of law (*przesłuchiwać strony, świadków*, that is *examine parties, witnesses* which is referring to a hearing). On the other hand, *to interview* translated as *przeprowadzić rozmowę* is not an appropriate choice on the part of the translator, since this phrase has never been part of legal terminology, legal language or quasi-legal language but, in my opinion, belongs to more colloquial language.<sup>11</sup> The preferred form would be *odbierać wyjaśnienia*.

Some errors can easily be corrected by means of interpretation, but some are more serious, because they are more likely to be misleading and to have consequences for undertakings which may identify the scope of their rights – substantive<sup>12</sup> or procedural on the basis of the most readily available text (i.e. in their national language). In such cases the burden of interpretation lies with the undertakings. For most of them there is little easily available information about the interpretation of EU law.

For instance, the phrase *the Commission shall give (...) the opportunity*, which should be understood more as “the Commission does give the opportunity” (obligatory activity of the Commission) than “the Commission may give opportunity” (voluntary activity of the Commission), in the Polish version of Regulation 1/2003 is expressed using the word *może* which suggests the voluntary nature of the Commission’s activities.

The remaining part of this paper, including this section is not going to be about the analysis of the other half of Table 1. My intention here has been to show that some errors could have been avoided if translators had carefully analysed the corresponding provisions of other (earlier) Regulations and their Polish official versions.

At the end of this section I would like to add a few comments concerning certain other difficulties with translation. Some errors in translation seem to result from the fact that from time to time translators forget or ignore the fact that the law is divided into specialist branches. An institution of law (a legal concept) which is referred to by a given English word may be described in a variety of different terms in Polish depending on which branch of law it refers to. English-Polish dictionaries state that *fine* means *grzy-*

*wna* or *kara*. The authors of the translations of both Regulations mentioned above chose to translate *fine* as *grzywna* in Polish, but this viewpoint does not take into account the fact that *grzywna* may be the result of a breach of substantive criminal law and *kara* (*pieniężna*, i.e. financial) may be the result of a so-called administrative tort (breach of substantive administrative law). Under EU law, cartels, dominance abuses, illegal concentrations of undertakings, etc. are not criminal acts and qualify as administrative torts. This must not be overlooked by translators, otherwise the distinction between *grzywna* and *kara* is blurred.

Translators are professionals with special responsibility for the language. Are the above problems the “fault” of the translators? I think it is rather the “system” that is to be blamed. The efficiency of language services also seem to depend upon formal professional bonds drawn upon to work together to make translations more acceptable to professional audiences (scholars, practising lawyers, etc.) and at the same time more responsive to the needs of the addressees. It would appear that these bonds are not effective enough. Whatever the cause, the result is a decrease in the quality of the language. The task ahead is to recognise the problems associated with the Polish language in antitrust legislation, propose solutions and implement them.

### **Problems in translation for the purposes of drafting national documents concerning antitrust**

Ever since Poland became a part of the broadening European integration, the Polish antitrust law, both the Act of 2007 on Competition and Consumer Protection and numerous additional regulations, have been strongly “Europeanised”. After a lapse of over two decades, during which time Polish antitrust law underwent profound changes, many new linguistic elements have entered both the Polish language of antitrust law and Polish legal language (other communications in legal settings).

It seems that an increasing degree of harmonisation is being achieved in the field of antitrust. Although the concepts of Polish antitrust law have changed in a pattern similar to that of the EU or its Member States, at the same time a certain degree of disharmony may be observed in the Polish language of law and Polish legal or quasi-legal language. Some interesting observations can be made regarding documents drafted in the course of the legislative process. An excellent example of this is the process of drafting the Act amending the Act of 2007 on competition and consumer protection.

The draft amending the Act<sup>13</sup> is preceded by the assumptions for the draft amending the Act and before publication of the assumptions, the draft assumptions were published and submitted for public consultation. It is worth noting that these assumptions are the basis for the draft explanatory notes accompanying the draft amending the Act.<sup>14</sup>

The language of the assumptions and draft explanatory notes, unlike the language of the draft amending the Act, is characterised by the presence of anglicisms (borrowings or calques).<sup>15</sup> Let me demonstrate some examples from the assumptions (version of 19 October 2012)<sup>16</sup> listed in Table 2.

**Table 2**  
**Examples of anglicisms in the assumptions for the draft amending the Act of 2007 on competition and consumer protection**

No.	Phrase used in the assumptions	Equivalent phrase used in EU documents (if any)	
		in English version	in Polish version
1	<i>leniency dla przedsiębiorców</i> (p. 26) <i>procedura leniency</i> (p. 28) <i>program leniency</i> (p. 17–19, 21, 26, 34, 35) <i>program łagodzenia kar (leniency)</i> (p. 17, 25) <i>przepisy dotyczące leniency</i> (p. 1) <i>system leniency</i> <sup>17</sup> (p. 1) <i>system łagodzenia kar (leniency)</i> (p. 2)	<i>leniency programme</i> (section 6, Commission Notice on immunity from fines and reduction of fines in cartel cases, 2006/C 298/11)	<i>program łagodzenia sankcji</i>
	<i>wniosek leniency</i> (p. 18–21, 35) <i>wniosek o leniency</i> (p. 19)	<i>leniency applications</i> (section 15, Notice)	<i>wnioski dotyczące złagodzenia sankcji</i>
	<i>instytucja leniency plus</i> (p. 2, 17, 18, 20) <i>program leniency plus</i> (p. 20)	— <sup>18</sup>	—
2	<i>dobrowolne poddanie się karze (ang. settlements)</i> (p. 13) <i>instytucja settlements</i> (p. 14) <i>procedura settlements</i> (p. 13, 14)	<i>settlement settlement procedure</i> (Commission Notice on the conduct of settlement procedures in view of the adoption of Decisions pursuant to Article 7 and Article 23 of Council Regulation (EC) No 1/2003 in cartel cases, 2008/C 167/01)	<i>ugoda postępowanie ugodowe</i>

Source: *own study*

It can be seen from Table 2 that the authors of the assumptions were not so much inspired by Polish versions of EU documents that contain the corresponding phrases, as determined to use their own translations of the

presented phrases. However, at the same time, they seem to have preferred “mixed phrases” or “semi-translations” that include Polish word(s) together with English word(s).

Combinations with the word *leniency* seem to have become increasingly assimilated into the language of Polish legal literature. This is partly due to the fact that they help to shorten some expressions, especially in the case of *leniency*, for which the best equivalent in legal Polish is *odstąpienie od nałożenia kary albo jej obniżenie*.

Is the same possible in the case of combinations with the word *settlement(s)*? It is doubtful. The word *ugoda* which is correct in Polish versions of the EU document would be incorrect when talking about the assumptions for the draft amending the Act, since Polish antitrust law (as in the case of all Polish administrative law) does not recognise the possibility of settlement (*ugoda*) between an authority and a party to the proceedings. But the phrase *dobrowolne poddanie się karze* used in the assumptions is totally incorrect, since this legal concept belongs to Polish criminal law. (Piszcz, 2012b:13). According to § 8 section 1 of the Regulation of the Prime Minister of 20 June 2002 concerning the principles of legislative technology (Rozporządzenie Prezesa Rady Ministrów z 20 czerwca 2002 r. w sprawie “Zasad techniki prawodawczej” (Dz.U. z 2002 Nr 100, poz. 908)), “a statute shall use linguistically correct phrases (expressions) in their basic and generally accepted meaning”. Pursuant to § 8 section 2, “a statute shall avoid the use of:

- 1) specialized terms (professional jargon), as long as such terms have their common-language equivalents;
- 2) expressions or borrowings from foreign languages, unless they do not have their exact equivalent in the Polish language;
- 3) newly formed linguistic terms or structures (neologisms), unless there is no relevant term in the existing Polish vocabulary”.

The authors of the draft amending the Act have not used words like *leniency* or *settlements*. However, they used the phrase *dobrowolne poddanie się karze*, criticised above. Furthermore, they wanted to include *remedies* in the Act so strongly that they introduced a “slimmed” version of the above-criticised phrase *środki zaradcze* in the form of the word *środki* to the draft amending the Act.

It is the “*signum temporis*” of the present stage in development of legal Polish, including the language of antitrust law, that it is being transformed into legal EU-Polish. Legislators have added some terms of Euro-jargon to the Polish vocabulary (see also: Pawłowicz, 2008:186). Current legal Polish is not quite a plain language, but it appears to be a compromise between

Polish and EU (non-British) English. Legal EU-Polish is very difficult. The so-called FOG factor for the chapter of the assumptions for the draft amending the Act concerning “settlements”, is 18–21, suggesting that in order to understand the documentation it is necessary to have an education of no less than 18 years i.e. that of a doctoral student.<sup>19</sup> It is worth noting that the assumptions are submitted for public consultation. At the same time it is recommended<sup>20</sup> that public language should be at the level of not more than FOG 9–10. As a result, only antitrust experts can be interested parties able to respond or comment on public consultations in Poland.

## Conclusions

Some at least give lip-service to the need for reforming the language framework but genuine energy seems to be missing. However, policy inertia should be avoided since the problem is not only difficult but also cumulative. Every year that we continue previous practices, we add to a cumulative “store” consisting of prior translations, thereby aggravating the problem. It would be unwise to underestimate the importance of the fact that legal inflation or the inflation of law is actually occurring and that the scope for problems is greater than has ever occurred before at such a rapid rate. As we have seen, the flood of new legal EU provisions is likely to be drawn up in Polish in the form of Polish official versions, not free of errors and ambiguities caused by quick and careless translation from English. Therefore, I conclude with some suggestions concerning future directions the language of antitrust law might take in terms of its reform. In my view, they are not just futuristic ideas.

First, translators should analyse previous official translations of the same phrases used in EU documents. Consistency with previous correct versions is as much important as fidelity of the translation (equivalence between source and target texts).

Second, translators must not ignore the division of law into specialist branches. They should not use, e.g., the language of criminal law in order to describe legal concepts that belong to administrative law (including antitrust law).

Third, advanced English-Polish dictionaries concerning particular branches of law, including antitrust, should be developed by experts.<sup>21</sup>

Fourth, I recommend avoiding anglicisms in preparatory documents such as assumptions. They are not pieces of legislation, so the principles of legislative technology are not applied to assumptions. However, applica-

tion thereof to preparatory documents would be important in terms of best practices.

And last, a universal suggestion – we need linguistic purity in the Polish language of law. In particular in such complicated fields as antitrust legislation there should appear a tendency for purification or simplification (“easification”) of terminology deployed in legal texts. As a rule, maximising linguistic purity should be a top priority. However, this priority is not so apparent in the case of texts where legal concepts foreign to the Polish legal system come into play and there are no functional equivalents in the target language. On the other hand, this exception should not lead to the automaticity of “borrowing” techniques which can produce translations quickly, but to the detriment of purity. Each situation must be carefully considered on a case-by-case basis and new terminologies should only be developed with very good reason.

This discussion presumes, perhaps somewhat optimistically, that these measures, if used in their entirety, in some way will be adequate to the problems discussed above.

## N O T E S

<sup>1</sup> It is worth noting that vocabularies of various branches of the law differ considerably from each other; (see: Grzelak, 2010:298).

<sup>2</sup> The Polish block exemption regulations, i.e. the Regulation of the Council of Ministers of 30 March 2011 on the exemption of certain types of vertical agreements from the prohibition on competition restricting agreements (Rozporządzenie Rady Ministrów z 30 marca 2011 r. w sprawie wyłączenia niektórych rodzajów porozumień wertykalnych spod zakazu porozumień ograniczających konkurencję (Dz.U. z 2011 Nr 81, poz. 441 z późn. zm.)), the Regulation of the Council of Ministers of 30 July 2007 on the exemption of certain types of technology transfer agreements from the prohibition on competition restricting agreements (Rozporządzenie Rady Ministrów z 30 lipca 2007 r. w sprawie wyłączenia niektórych rodzajów porozumień dotyczących transferu technologii spod zakazu porozumień ograniczających konkurencję (Dz.U. z 2007 Nr 137, poz. 963)), the Regulation of the Council of Ministers of 22 March 2011 on the exemption of certain types of agreements between undertakings in the insurance sector from the prohibition on competition restricting agreements (Rozporządzenie Rady Ministrów z 22 marca 2011 r. w sprawie wyłączenia niektórych rodzajów porozumień, zawieranych między przedsiębiorcami prowadzącymi działalność ubezpieczeniową, spod zakazu porozumień ograniczających konkurencję (Dz.U. z 2011 Nr 67, poz. 355)) and the Regulation of the Council of Ministers of 13 December 2011 on the exemption of certain types of specialization agreements and research and development agreements from the prohibition on competition restricting agreements (Rozporządzenie Rady Ministrów z 13 grudnia 2011 r. w sprawie wyłączenia określonych porozumień specjalizacyjnych i badawczo-rozwojowych spod zakazu porozumień ograniczających konkurencję (Dz.U. z 2011 Nr 288, poz. 1691)), do not result from our national experiences but inspiration is drawn from the EU regulations. More (Piszcz, 2012a:339).

<sup>3</sup> See Article 342 of the Treaty on the functioning of the European Union, as well as Article 1 of the Council Regulation No 1 of 15 April 1958 determining the languages to be used by the European Economic Community, OJ L 17, 06.10.1958, as amended.

<sup>4</sup> Agata Kłopotowska in her presentation (*Meandry pracy unijnego tłumacza. Jak powstają polskie wersje tekstów urzędowych Unii Europejskiej?*) to the First Congress on the Official Language (30–31 October 2012, Warsaw, Poland).

<sup>5</sup> Contrary to the viewpoint that translation from a multilingual document ought to reflect the terms used in all the existing authentic versions rather than follow any one of them in an over-precise manner and, therefore, it should be less technical; see (Tabory, 1980:143).

<sup>6</sup> A related point has been well made by Laura Ervo who pointed to this tendency in her question: “Do we have to confess that bad English is the most spoken language?”; see (Ervo & Rasia, 2012:66).

<sup>7</sup> On the EU tendency to develop a culture of its own see (Mason, 2012: 399 et seq.).

<sup>8</sup> In the author’s view.

<sup>9</sup> *To be of a criminal law nature* should not be translated as *mieć charakter sankcji karnych* especially since decisions are not “sanctions” but only decisions on sanctions to be imposed on someone may be taken.

<sup>10</sup> On this tendency see (Koźmiński, 2010:73).

<sup>11</sup> However, it is worth remembering that there are various types of colloquial language (less or more colloquial languages), including even the language of tabloids (which is researched in Poland by, i.a., M. Bugajski; see his presentation titled *Kultura tabloidów a język* to the Conference on the Language and Culture of Tabloids, 29–30 June 2009, Wrocław, Poland).

<sup>12</sup> For instance, in Polish version of Article 4(2)(a) of the Commission Regulation (EC) No 772/2004 of 7 April 2004 on the application of Article 81(3) of the Treaty to categories of technology transfer agreements (OJ L 123, 27.04.2004) words *wskazywania ceny sprzedaży* stand for the English phrase *recommending a sale price* which is obviously incorrect (there should be *rekomendowania ceny sprzedaży*) and make undertakings believe that they have more rights than they actually have.

<sup>13</sup> Polish version at <http://legislacja.rcl.gov.pl/docs//2/85314/85367/dokument74279.pdf?lastUpdateDay=10.07.13&lastUpdateHour=15%3A36&userLogged=false&date=%C5%9Broda%2C+10+lipiec+2013> (accessed June 10, 2013).

<sup>14</sup> Polish version at <http://legislacja.rcl.gov.pl/docs//2/85314/85367/dokument74277.pdf?lastUpdateDay=10.07.13&lastUpdateHour=15%3A36&userLogged=false&date=%C5%9Broda%2C+10+lipiec+2013> (accessed June 10, 2013).

<sup>15</sup> Which is not surprising in the case of colloquial language – see e.g. Hemmert, 2008, *passim* – but it certainly is so in the case of legal language.

<sup>16</sup> Polish version at [www.uokik.gov.pl/download.php?plik=12486](http://www.uokik.gov.pl/download.php?plik=12486) (accessed June 10, 2013).

<sup>17</sup> All emphases added by the author.

<sup>18</sup> “Leniency plus” is not known in EU legislation but see, for instance, UK documents: *Applications for leniency and no-action in cartel cases. OFT’s detailed guidance on the principles and process. A consultation on OFT guidance*, October 2011, No OFT803con, p. 27, English version at [http://www.of.gov.uk/shared\\_of/consultations/of803con.pdf](http://www.of.gov.uk/shared_of/consultations/of803con.pdf) (accessed June 10, 2013).

<sup>19</sup> See <http://www.logios.pl/result/4592e784-79f3-428e-8cbd-a3aff643d12a> (accessed June 10, 2013).

<sup>20</sup> See also: Giętki, ale prosty. (2012, October 29 – November 6). *Polityka*, p. 75.

<sup>21</sup> A.D. Kubacki suggested the same with regard to German and Polish language of tax law; (see: Kubacki, 2002:71).

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