



Contribution of Transposition Procedure to the Structural Adjustments in the Translation of English Memorandum of Understanding into Indonesian

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Abstract*

This current study, in which the descriptive qualitative approach is applied, is intended to reveal the extent to which the transposition procedure contributes to the structural adjustments in the translation of an English Memorandum of Understanding into Indonesian language. The data were collected through observation using close reading and note-taking techniques and qualitatively analyzed. The structural adjustments are adopted from the theories proposed by Vinay and Darbelnet (in AUSSI, 1987: 143-147) and Catford (in AUSSI, 1987:145). The result of analysis shows that the Transposition Procedure highly contributes to the structural adjustments in the translation of the Memorandum of Understanding. They allow the translator to obtain dynamic equivalence and support the readability, acceptability and naturalness of the TL.

1. Introduction

Structural adjustments cannot be separated from the syntactic and structural aspects. In this stage the raw results of analysis of the SL (source language) are transformed in such a way into the structural and stylistic forms of the TL (target language) that the translation product becomes readable, acceptable and natural to the target reader. As well, in this stage what is understood and interpreted from the SL is encoded again using the structures of the TL. What is important is that the translation product should be functionally equivalent to the SL. It is here that the TPs (Translation Procedures) are needed as a consequence of the contact between two different cultural and linguistic systems. Apart from that, English language as the SL and Indonesian language as the TL come from two different languages which are not genetically related. As a result, in the process of translating the English memorandum into Indonesian structural adjustments are positive in nature and cannot be avoided.

According to AUSSI (1987:134), there are two factors determining what TPs can be applied by the translator to translating the SL into the TL. They are (1) the nature of the textual material of the SL as the TPs needed to translate scientific texts are certainly different from those applied to translate the other texts (for example, poetry) and (2) the extent to which the two languages are different from and similar to one another. Vinay and Darbelnet (in AUSSI, 1987:134) classify the TPs into two. They are (1) the direct TPs which are oriented towards the

SL which include borrowing, calque and literal translation and (2) and indirect TPs which are oriented towards the TL which include transposition, modulation, equivalence and adaptation.

This current study focuses on the contribution of the Transposition Procedure to the structural adjustments in the translation of an English Memorandum of Understanding into Indonesian.

2. Research Method

The descriptive qualitative approach was applied in the current study for two reasons. The first reason is that the study is more oriented towards the descriptions of meaning revealed through the process of interpreting data in the forms of translation units such as words, phrases and sentences. The second reason is that the data used in the study were searched out, collected, analyzed and generalized based on the observed phenomena (Sutopo, 2002 in Handayani, 2009, 53). The data source is a Memorandum of Understanding which is in the form of translation corpora (Johansson, in Olohan, 2004:24-25) as it is unidirectional in nature and consists of one text in two language versions, namely in English language and Indonesian language. The English version is the SL and the Indonesian version is the TL. The data were collected through observation using close reading and note-taking techniques. The SL was juxtaposed with the TL in such a way that different translation problems and incongruities could be identified. The problems and incongruities, which were grouped into translation units, causing the translator to make structural adjustments, were underlined before they were transferred to the data book.

3. Discussion

In general, transposition is one of the translation procedures in which one grammatical unit in the TL substitutes for another different grammatical unit in the SL. According to Viney and Darbelnet (in AUSSI, 1987: 143-147), transposition refers to the restructuration in which one word in the TL substitutes for another word of different word class in the SL. The syntactic and structural differences between the SL and TL cause the linguistic level to become modified and changed. Therefore, this translation procedure is highly frequently used in the translation process. Furthermore, Viney and Darbelnet classify transposition into two; they are obligatory transposition and optional transposition.

3.1 Obligatory Transposition

Obligatory transposition means that there is only one procedure which can be used to translate one translation unit from the SL into the TL and to maintain the meaning of the SL in the TL, as what is done by the translator when he/she translates an English noun phrase with the rule Adjective + Noun into Indonesian language with the rule Noun + Adjective. It is the different rules that require the translator to apply the obligatory transposition translation procedure. In the text of the Memorandum of Understanding used as the data source in the current study, it highly contributes to the structural adjustments in its translation as shown by the following data:

Data 1

- | | |
|----|--|
| SL | : Mr. Nigel Stead in his individual capacity on behalf of the investor group (or such corporate entity subsequently set up by the investor group) with his office at 38B Circular Road, (S) 049394 hereinafter referred to as "NS" and; (Stead dkk, 2006:1) |
| TL | : Bapak Thomas Graeff dalam kapasitas individunya , (atau kesatuan bersama semacam itu yang kemudian dibentuk oleh kelompok yang kemudian dibentuk oleh Thomas Graeff) yang berkantor di Jalan |

Circular 38B, (S) 049394 yang selanjutnya disebut “TG” dan; (Kurnia, 2017:1)

Data 2

SL : WHEREAS MC2, TG, and NS are desirous of joining together to form a **special purpose** joint venture development company to develop the Project and will work together to raise the balance of capital required. (Stead dkk., 2006: 1)

TL : Bahwa MC2, TG, dan NS berkeinginan untuk bergabung mendirikan perusahaan pengembang usaha bersama dengan **tujuan khusus** untuk mengembangkan Proyek tersebut dan akan bekerjasama mengumpulkan kekurangan modal yang diperlukan. (Kurnia, 2017:2)

Data 3

SL : If **additional capital** is required in excess of USD950,000 for the initial land closing and/or after the land closing but before additional investor capital is secured, ... (Stead dkk., 2006:3)

TL : Jika **modal tambahan** diperlukan melebihi USD950.000 untuk menutup lahan awal dan/atau setelah menutup lahan tersebut namun sebelum tambahan dari Penanam Modal diperoleh, ... (Kurnia, 2017:3)

In data 1 the phrase *individual capacity* with the structure *adjective + noun* is translated into **kapasitas individu** with the structure *noun + adjective*; the phrase *special purpose* with the structure *adjective + noun* is translated into **tujuan khusus** with the structure *noun + adjective*, and the phrase *additional capital* in data 3 with the structure *adjective + noun* is translated into *modal tambahan* with the structure *noun + adjective*. In this case, the SL’s structure cannot be forced in the TL, unlike the Structural Calque Translation Procedure which allows the SL’s structure to be used in the SL as illustrated by the phrase *Bali Post*, which is translated into Bali Pos.

3.2 Optional Transposition

When translating one word from the SL into the TL, the translator is frequently faced with more than one word choice. Which one will be decided to be used as the translation equivalent of the word is determined by the stylistic consideration without having to change the meaning conveyed by the word (Vinay and Darbelnet, in Venuti, 2000:88) (AUSSI, 1987:144-145), as illustrated by data 4 & 5 as follows:

Data 4

SL : There will be a **monthly** Board meeting to review the Project progress, and to make all required decisions, which will then be executed by the Project Manager. (Stead dkk, 2006:4)

TL : Dewan akan mengadakan pertemuan **setiap bulan** untuk meninjau perkembangan Proyek dan untuk membuat segala keputusan yang diperlukan, yang kemudian akan dilaksanakan oleh Manajer Proyek. (Kurnia, 2017: 5)

Data 5

SL : In accordance with the Master Plan and the **monthly** Board meetings, funds will be advanced from the master account to the working account. (Stead dkk., 2006: 4)

TL : Sesuai dengan Rencana Induk dan hasil pertemuan Dewan yang diadakan **setiap bulan**, dana akan diajukan dari akun induk ke akun kerja. (Kurnia, 2017: 5).

The word *monthly* in data 4 and 5 above is an adjective in the SL; however, it is not translated into *bulanan*, which is an adjective as well in the TL. It is translated into *setiap bulan*, which is an adverb in the TL without having to change the meaning. If it were translated into *bulanan*, which is an adjective in the TL, the translation of the phrase ‘monthly board meeting’ could have been *rapat bulanan Dewan* as another choice.

Data 6

SL : ..., NS and/or PDL retains the right to remove MC2 as Project Manager without **payment** of any further compensation or profit share other than that already paid up till the date of removal and MC2 will forfeit all shareholding interests in PDL. (Stead dkk., 2017: 5)

TL : ..., NS dan/atau PDL mempertahankan haknya untuk mengganti MC2 sebagai Manajer Proyek tanpa **membayar** kompensasi atau pembagian keuntungan lebih lanjut selain yang telah dibayarkan sampai tanggal pemberhentian MC2 sebagai manajer Proyek dan MC2 akan kehilangan semua bunga yang didapat dari sahamnya di PDL (Kurnia, 2017: 5-6)

Similarly, data 6 also shows the application of the optional transposition procedure in which the noun **payment** in the SL is not translated into the noun *pembayaran* in the TL; in fact, it is translated into the verb *membayar* as in this active clause the agent of the activity mentioned in the predicate is NS and/or PDL (Kridalaksana, 1993: 10). If it were translated into the noun *pembayaran* the translation of the phrase ‘without payment of any further compensation..’ could have been *tanpa pembayaran kompensasi yang lebih jauh ...* as another choice, which is also grammatically correct and understandable in the TL.

3.3 Translation Shift

In translating an SL into a TL, the translator frequently has to start from the formal equivalence before acquiring the textual equivalence, leading to what is referred to as translation shift, which, according to Carford (in Munday, 2008:60), can be classified into (1) level shift and (2) category shift. He further classifies the category shift into (a) structural shift, (b) class shift, (c) unit shift and intra-system shift.

3.3.1 Level Shift

This refers to the shift in which one grammatical item in the SL is translated into lexical item in the TL, as illustrated in data 7 and 8 as follows:

Data 7

SL : WHEREAS NS and/or its appointed nominee **has** signed an Akta Jual Beli, Purchase Agreement, and various Access Road purchase/right of use Agreements which govern the overall land purchase transaction ... (Stead dkk., 2006:1)

TL : Bahwa NS dan/atau wakil yang ditunjuknya **telah** menandatangani Akta Jual Beli dan Perjanjian pembelian/hak pakai berbagai Akses Jalan yang mengatur keseluruhan transaksi pembelian tanah ... (Kurnia, 2017:1)

Data 8

- SL : All parties **shall** resolve any dispute arising out of or in relation to this Agreement amicably. (Stead dkk., 2006: 6)
- TL : Semua pihak **harus** menyelesaikan perselisihan yang timbul atau berhubungan dengan perjanjian ini secara damai. (Kurnia, 2017: 6)

The word **has** in data 7 in the SL is used to express the aspect of the grammatical category used to show that the activity of signing an *Akta Jual Beli* is already done; however, in the TL it is translated into the lexical item *telah*, as the grammatical category of this type is not available in the TL.

The word **shall** in data 8 which is commonly used to express a future activity is not translated into *akan* in the TL. It is translated into *harus*. The reason is that this phrase is used to show the promise made by the parties involved in the agreement to do what they are supposed to do. Apart from that, the word *harus*, as its translation equivalent in the TL, is also used to show that the agreement is a legal document.

3.3.2 Category Shift

a) Recasting or Restructuring

This translation procedure is applied if the SL's structure does not exactly correspond to the TL's. In other words, the SL's sentence structure should be modified in such a way that it suits the use and convention of the TL. Therefore, this transposition is identical with the obligatory transposition (see 3.1).

i) In the phrase level

Adjective + Noun → Noun + Adjective

Data 9

- SL : GM, RM and mc2 hereby fully admit, acknowledge and confess that they have conducted the main land transaction without securing the access road which is in contradiction with the **initial understanding** between GM, RM, mc2 and the Investors.
- TL : GM, RM dan mc2 dengan ini sepenuhnya mengakui bahwa mereka menutup transaksi tanah utama tanpa mengikutisertakan tanah untuk akses jalan, yang mana hal ini bertentangan dengan **kesepakatan awal** antara GM, RM, mc2 dan para Penanam Modal. (Kurnia, 2017: 14)

The structural shift in the phrase level in data 9 results from the fact that the rule of the noun phrase in the TL is different from that in the SL. The rule in the SL is Modifier + Noun but in the TL it is Noun + Modifier.

ii) In the clause or sentence level

The sentence structure in the SL sometimes needs to be changed in such a way that it suits the use and characteristics of the TL, as exemplified in data 10 as follows:

Data 10

-
- SL : A minimum of two Director signatures will be required **for all transfers, checks or disbursements of any thing**. (Stead dkk., 2006: 4)
- TL : **Untuk semua jenis transfer, check atau pembayaran** diperlukan minimal dua tandatangan Direktur. (Kurnia, 2017: 5)

Data 10 above shows an extended simple sentence (Muslich, 2010: 148) in which apart from the nuclear components (subject, predicate, object and complement) there is also one non-nuclear component used to complete the meaning of the sentence, namely an adverb used to express ‘purpose’. In short, the structural change is as follows Subject + Predicate + Adverb of Purpose (SL) → Adverb of Purpose + Predicate + Subject (TL).

3.3.3 Class Shift

Class shift will take place if the translation equivalent of one lexical item in the SL is translated into the lexical item of another word class in the TL (Catford, 1965 in AUSSI, 1987:145). In general, class shift involves four classes of content words, namely noun, verb, adjective and adverb. However, the current study only discusses 3 (three) class shifts; they are a) noun → verb; b) adjective → Noun and c) adverb → adjective

a) Noun → Verb

Data 11

SL : The profit share formula is defined as; Profit equals Net Profit after **deduction** of Interest but after adding back Project Management Fees and Project Overheads. (Stead dkk., 2006: 3)

TL : Rumusan pembagian keuntungan adalah sebagai berikut; Keuntungan sama dengan Laba Bersih setelah **dikurangi** bunga dan Biaya Pengelolaan Proyek, dan Biaya Proyek ditambahkan kembali. (Kurnia, 2017: 4)

Data 11 shows that the word ‘deduction’ is a derived noun translated into the verb *dikurangi*.

b) Adjective → Noun

Data 12

SL : Specifically, this relates to any four to five star **residential** oriented developments on the Bukit with a listed sales price between USD225, 000 and USD500, 000.

TL : Secara khusus, ini berkaitan dengan pembangunan-pembangunan yang berorientasi pada **hunian** bintang empat atau lima di Bukit dengan harga yang sudah ditentukan antara USD225, 000 dan USD500, 000.

Data 12 shows that the adjective ‘residential’ in the TL is translated into the noun *hunian* in the TL

c) Adverb → Adjective

Data 13

SL : ... and any other parties to whom GM, RM, DF and/or mc2 have **wrongly** done shall be entitled and be fully empowered to report immediately such wrongdoings and the criminal charges thereon to the Police of the Republic of Indonesia ... (Stead dkk., 2006:17)

TL : ... dan pria pihak lainnya yang terkena dampak perbuatan-perbuatan **salah** tersebut berhak dan diperdayakan secara penuh untuk segera melaporkan perbuatan-perbuatan tersebut dan untuk mengajukan tuntutan-tuntutan pidana kepada Kepolisian Republik Indonesia ... (Kurnia, 2017:19)

Data 13 shows that the translation equivalent of the word ‘wrongly’, which is an adverb in the SL, is *salah*, which is an adjective in the TL.

What can be concluded from data 11, 12 and 13 is that in search for the dynamic equivalent the meaning should be maintained (Larson, 1988) and the form should be adjusted to that which can be used to express the more or less exact meaning in the TL.

3.3.4 Unit Shift

Unit shift takes place if, for example, one word in the SL is translated into a phrase in the TL and vice versa. According to AUSSI (1987:147-148), if the translation equivalent of any lexical unit in the SL is in the lower level in the TL, contraction will take place, and if the translation equivalent of any lexical unit is in the higher level in the TL, expansion will take place.

1) Contraction

a) A group of words → word

Data 14

SL : **In addition to** the specific purposes set forth above, the purpose of the joint venture is also to conduct any business, ... (Stead dkk., 2006:2)

TL : **Selain** tujuh khusus yang ditetapkan di atas, tujuan dari usaha patungan ini juga untuk menjalankan bisnis yang legal, ... (Kurnia, 2017:2)

Data 14 shows that the expression ‘in addition to’ in the SL, which is a group of words, is translated into *selain*, which is a word in the TL.

b) Phrase → word

Data 15

SL : Should Mr. Ali Khalpey agree to purchase the Grand Residence and his associates agree to buy **both of** the Ocean Residences on the accelerated purchase schedule presented to him, it is agreed that ... (Stead dkk., 2006: 2-3)

TL : Jika Bapak Ali Khalpey sepakat untuk membeli the *Grand Residence* dan rekan-rekannya juga sepakat untuk membeli **kedua** the Ocean Residences pada skema pembelian yang dipercepat yang ditunjukkan kepadanya, disepakati bahwa ... (Kurnia, 2017:3)

It can be seen that in data 15 the translation equivalent of ‘both of’, which is a phrase in the SL, is *kedua*, which is a word in the TL.

2) Expansion

Unlike contraction when a lexical unit of higher level in the SL is translated into a lexical unit of lower level in the TL, expansion is a shift in which a lexical of lower unit in the SL is translated into a lexical unit of higher level in the TL.

a) Kata → frase

Data 16

SL : **Specifically**, this relates to any four to five star residential oriented developments on the Bukit with a listed sales price between USD225,000 and USD500,000. (Stead dkk., 2006:7)

TL : **Pada khususnya**, ini berkaitan dengan pembangunan-pembangunan yang berorientasi pada hunian bintang empat atau lima di Bukit dengan harga jual yang sudah ditentukan antara USD225.000 dan USD500.000. (Kurnia, 2017:8)

Data 16 shows that the word ‘specifically’ in the SL is translated into *pada khususnya*, which is a phrase in the TL.

b) Phrase → Clause

Data 17

SL : ... and **in the event of any such delay** the time for any Party’s performance shall be extended for a period equal to the time lost by reason of the delay PROVIDED THAT ... (Stead, 2006: 8)

TL : ... dan **jika penundaan semacam itu terjadi**, yang bersangkutan akan diberikan waktu perpanjangan yang sama dengan waktu yang hilang sebagai akibat dari penundaan tersebut, ASALKAN ...

The phrase ‘in the event of any such delay’ in data 17 is a phrase in the SL; however, its translation equivalent in the TL is *jika penundaan semacam itu terjadi*, which is a clause, meaning that there is a shift from phrase to clause.

3.3.5 Internal Shift

In translation the internal shift includes the shift within one system, for example, active construction → passive construction and vice versa, plural form → singular form and vice versa, transitive form → intransitive form and vice versa, and present → past and vice versa. However, in this study, as the data available are limited, the transitive form → the intransitive form and vice versa and present → past and vice versa are not discussed.

a) Active → Passive

Data 18

SL : MC2 is assigning all rights to purchase the land to NS (Stead dkk., 2006:2)

TL : Wewenang untuk membeli tanah tersebut diberikan kepada NS oleh MC2 (Kurnia, 2017:2)

Data 18 shows the shift from active construction to passive construction in which the syntactic functions of several elements change. In the SL, as an active construction, ‘all rights to purchase the land’ functions as the object of the sentence; however, in the TL, as a passive construction, its translation equivalent *wewenang untuk membeli tanah tersebut* functions as the subject of the sentence, meaning that the change in view point referred to as modulation takes place.

b) Passive → Active

Data 19

SL : Among other opportunities, **the right to purchase land directly or indirectly adjacent to the Project land is included**. (Stead dkk., 2006:8)

TL : **Peluang-peluang tersebut meliputi**, di antaranya, **hak untuk membeli tanah yang berdekatan dengan tanah Proyek secara langsung atau tidak langsung**. (Kurnia, 2017: 9)

Data 18 and 29 show that, essentially, both active construction and passive construction have the same meaning; however, the interrelatedness among their elements are different, depending on which element is used as the starting point (Eagleson et al., 1983: 13-14) and what information in the Agreement is already known by the Parties involved in it. The passive construction in the SL allows the translator to give emphasis on the final position occupied by MC2. On the other hand, if the translator considers that the agent is not important it will not be made to appear and the focus of attention is only to the essence of the message, namely ‘the right to purchase land directly or indirectly adjacent to the Project land’. Data 19 shows that the focus of attention is ‘the other opportunities’.

c) Plural → Singular

Data 20

SL : The initial **shareholdings** and subsequent profits shall be divided in the following manner between the parties (after all **investments/loans** from NS including the agreed interest and currency adjustment have first been repaid by the Joint Venture to NS). (Stead dkk., 2006:3)

TL : **Kepemilikan saham** awal dan keuntungan-keuntungan selanjutnya akan dibagi di antara pihak dengan cara sebagai berikut (setelah semua **investasi/pinjaman** dari NS termasuk penyesuaian bunga dan mata uang yang disepakati pertama kali dilunasi oleh Perusahaan Patungan ke NS). (Kurnia, 2017: 4)

The word ‘shareholdings’ in data 20, if viewed from its form, is in plural form in the SL; however, it is translated into singular form in the TL as it is acceptable in the TL. But the word ‘profits’ in the SL is in plural form and has to be translated into plural form as well to avoid ambiguity and is expressed using a reduplication as the benefits that will be enjoyed

by the investors vary. The word ‘investments/loans’ in the SL is treated the same as the word ‘shareholdings’; it is translated into singular form in the TL as it is already preceded by the word *semua* (all) as the plural marker.

d) Singular → Plural

Data 21

SL : In order to protect the **interest** of NS shareholders, it is agreed that all money received from the sale of land and villas, all assets acquired by the Joint Venture including the building of any villas will be held to the benefit of NS shareholders until such time as they receive a return of their capital ... (Stead dkk., 2006: 4)

TL : Untuk melindungi **kepentingan-kepentingan** para pemegang saham NS, disepakati bahwa semua uang yang diterima dari penjualan lahan dan villa, semua aset yang diakuisisi oleh Perusahaan termasuk bangunan villa apapun akan disimpan untuk kepentingan para pemegang saham NS sampai mereka mendapatkan pengembalian modal ... (Kurnia, 2017:5)

Data 21 shows that the word ‘interest’ in the SL is in singular form; however, its translation equivalent in the TL is in plural form. Based on the macro context of the text, this is intended to clarify that obtaining benefit is not the only thing expected by the shareholders. There are still several other interests as indicated in point 15 of this Agreement, two of them are free stay for 10 (ten) days at the resort per unit of shareholders and the right to developing the surrounding area.

e) One sentence → Three sentences

Data 22

SL : [None of the Parties shall be considered to be in default of the performance of its obligations under this Agreement if the performance is directly prevented or delayed by any acts of God, fires, strikes, lockouts or labor disputes, wars, riots, acts of terrorism, earthquakes, storms, typhoons or floods and in the event of any such delay the time for any Party’s performance shall be extended for a period equal to the time lost by reason of the delay PROVIDED THAT the Party invoking such event or events shall give notice of any event of force majeure within seven (7) calendar days of the happening of the event and any abatement thereof to the other Parties and shall take all action necessary and reasonable under the circumstances to mitigate such prevention or delay] (Stead dkk., 2006:8)

TL : [Apabila ada pihak yang terhalang atau tertunda melakukan kewajiban-kewajiban yang ditentukan dalam Perjanjian ini karena bencana alam, kebakaran, pemogokan, penutupan atau perselisihan perburuhan, kekacauan, tindak terorisme, gempabumi, topan, badai atau banjir, yang

bersangkutan tidak digolongkan sebagai pihak yang gagal dalam melaksanakan kewajiban-kewajiban tersebut]. [*Jika* terjadi penundaan seperti itu, yang bersangkutan akan diberikan waktu perpanjangan yang sama dengan waktu yang hilang sebagai akibat dari penundaan tersebut, ASALKAN yang bersangkutan menginformasikan peristiwa yang dialami tersebut di atas dalam waktu 7 (tujuh) hari kalender semenjak kejadian tersebut kepada pihak-pihak lain]. [*Selain itu*, yang bersangkutan harus mengambil segala tindakan yang dianggap perlu dan wajar dalam suasana seperti itu untuk meredakan hal-hal yang menghalangi atau menunda tersebut]. (Kurnia, 2017:9)

Data 22 shows that the SL is an extremely long and complex sentence, as one of the characteristics of the legal English; however, it is translated into three much shorter and simpler sentences without changing the meaning to support the degree of its readability for the target reader, especially the related local parties involved in the Agreement. This is in accordance with what is stated by Gunning (1968, in Kolahi, 2012:358) that the text should be written using simple and short sentences without any useless words to make it easily read. The second sentence starts with the conditional subordinate conjunction *jika* (if) followed by an embedded clause indicating the condition required to enable what is stated in the main sentence to be able to be carried out. The third sentence starts with the conjunct *selain itu* (apart from that) used to mention what is not mentioned in the previous sentence (Muslich, 2010: 116), namely *mengambil segala tindakan yang dianggap perlu dan wajar untuk meredakan hal-hal yang menghalangi atau menunda tersebut* (take all action necessary and reasonable under the circumstances to mitigate such prevention or delay). The attempt to simplify the language used in the translation is made by dividing the long and complex sentence of the SL into several shorter sentences in the TL. (Bield, 2009:1)

f) Two Sentences → One Sentence

Data 23

SL : [If at any time MC2 ceases to be adequately capitalized to perform its functions and/obligations under this agreement, it shall immediately notify all parties and MC2 agrees to provide said notification in a timely manner in order to protect the interests of NS, TG and PDL]. [NS, TG and PDL retain all rights to alter and/or amend the terms of appointment of MC2 including PM fees and shareholdings and profit share should MC2 fail to be adequately capitalized and or fail to perform its duties and/or obligations hereinunder]. (Stead dkk., 2006:7)

TL : Jika sewaktu-waktu MC2 tidak punya modal yang cukup lagi untuk menjalankan fungsi-fungsi dan/atau kewajiban-kewajiban mereka berdasarkan perjanjian ini, mereka harus segera memberitahukan kepada semua pihak dan mereka sepakat untuk menginformasikan hal tersebut kepada NS, TG dan PDL, yang tetap memiliki semua hak untuk mengubah dan/mengubah persyaratan-persyaratan yang diperlukan untuk menunjuk MC2 termasuk imbalan jasa untuk PM dan kepemilikan saham dan bagi hasil jika MC2 gagal mendapatkan modal yang cukup dan atau gagal melakukan tugas-tugas dan/atau kewajiban-kewajibannya di bawah ini. (Kurnia, 2017:8).

In the legal language there are several steps which can be taken to create precise communication, one of which is avoiding the use of pronoun (Tiersma, 1999:6). Data 23 shows in the SL that the pronoun ‘they’ is not used to substitute for NS, TG and PDL in the SL when they are mentioned for the second time and so forth. This is also indicated by the use of the expression ‘the parties’ in the SL and the word *para* (collective plural maker referring to people who comprise a group (Echols & Shadily, 2008: 410) in the TL. However, in the TL when the three words are mentioned for the second time, the relative pronoun *yang* (who/that) is used to replace the antecedent NS, TG and PDL, allowing the two sentences in the SL to be translated into one sentence in the TL.

4. Conclusion

From what was discussed above, it can be concluded that the TP (Transposition Procedure) highly contributes to the structural adjustments in the translation of the English Memorandum of Understanding into Indonesian. It leads the translator to the dynamic equivalence, causing the translation product to be natural, acceptable and readable. The structural adjustments in the SL also show that the translator does her best to carry the drafter of the Memorandum of Understanding to the target reader. She attempts to adjust the SL to the context already familiar to the target reader and to help the target reader to understand what the SL contains. The target reader does not need to process the translation product in its original context.

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