

NDA ERRORS AND CORRECTIONS

ERRORS IDENTIFIED AND CORRECTIONS

1. UNTRANSLATED SPANISH WORD

Error: "Y" (between the parties)

Issue: Correct word: AND

Correction: "Y" is the Spanish word for "and" — left untranslated.

Root cause: Text was not translated.

2. WRONG PRONOUN IN CLIENT DEFINITION

Error: "includes your legal heirs, successors and permitted assigns"

Issue: Wrong pronoun — "your" addresses the reader directly, but the clause refers to the CLIENT entity.

Correction: "includes its legal heirs, successors and permitted assigns"

Root cause: Pronoun confusion between second and third person.

3. DUPLICATED PHRASE IN EMPLOYEES DEFINITION (A.7)

Error: "all staff members directly employed by and employed by a Party"

Issue: Plain duplication; "members" is also unnecessary.

Correction: "all staff directly employed by a Party"

Root cause: Copy-paste error left a phrase repeated twice.

4. DEFINED-TERM INCONSISTENCY: AUXILIARY/ANCILLARY PERSONNEL

Error: "Auxiliary Personnel" defined in A.8; "Ancillary Personnel" and "Ancillary Persons" used in B, G, I, J

Issue: Two different terms used for the same defined concept throughout the document — a serious inconsistency in a legal contract.

Correction: Standardise throughout as "Ancillary Personnel"

Root cause: Inconsistent rendering of the same Spanish term across sections.

5. MEANINGLESS PHRASE: "THAT APPLIES" (A.6)

Error: "nor any of its Employees and Ancillary Personnel that applies"

Issue: "That applies" is a carry-over of the Spanish "que corresponda" / "según proceda" which is meaningless in this English context.

Correction: Delete "that applies" in both instances in A.6.

Root cause: Literal translation of a Spanish qualifier that has no natural equivalent here.

6. CLUMSY NEGATIVE CONSTRUCTION (SECTION B)

Error: "Any Third Party is deemed to be not authorized to access the Confidential Information"

Issue: Awkward double negative construction; "deemed to be not authorized" is unnatural.

Correction: "No Third Party is authorised to access the Confidential Information"

Root cause: Literal preservation of source structure instead of natural English phrasing.

7. US SPELLING THROUGHOUT (AUTHORIZED, ORGANIZATION)

Error: authorized, unauthorized, authorization, organization
Issue: Document is in UK English; US spellings used throughout.
Correction: authorised, unauthorised, authorisation, organisation
Root cause: Failure to adapt to target-language spelling convention.

8. REDUNDANT TAUTOLOGY (C.1)

Error: "to use it only and exclusively for the purposes set forth in the Order"
Issue: "Only and exclusively" is a redundant tautology. "Set forth" is American English.
Correction: "to use it solely for the purposes set out in the Order"
Root cause: Literal translation preserving source language emphasis; failure to adopt UK legal idiom.

9. REDUNDANT QUALIFIER (C.2)

Error: "undertakes to establish appropriate necessary measures"
Issue: "Appropriate" and "necessary" are redundant together; one is sufficient.
Correction: "undertakes to establish appropriate measures"
Root cause: Literal translation of Spanish "medidas adecuadas y necesarias" without questioning if both are needed in English.

10. STRANDED OBJECT — AWKWARD WORD ORDER (C.3)

Error: "Not to share, under any circumstances, with unauthorized third parties the Confidential Information"
Issue: The object "the Confidential Information" is stranded at the end after two prepositional phrases, making the sentence hard to read.
Correction: "Not to share Confidential Information with unauthorised third parties under any circumstances"
Root cause: Source word order preserved without checking natural English syntax.

11. INCONSISTENT CAPITALISATION OF DEFINED TERM "PARTY" (SECTION D)

Error: "The Receiving party will retain..." / "the Disclosing party"
Issue: "Party" is a defined term and must be capitalised consistently wherever it refers to one of the named parties.
Correction: "The Receiving Party" / "the Disclosing Party" throughout.
Root cause: Inconsistent application of the capitalisation convention for defined terms.

12. "AUTOMATICALLY" USED FOR PHYSICAL ACTION (SECTION J)

Error: "these must be returned to the Disclosing Party automatically and without delay"
Issue: "Automatically" implies the return happens without human agency, which is physically impossible for keys and passes.
Correction: "these must be returned to the Disclosing Party immediately"
Root cause: Mistranslation of Spanish "de forma automática" which in context means "without prompting" not "mechanically".

13. "ABANDONS THE ORDER" (SECTION J)

Error: "when a particular Employee or part of the Auxiliary Personnel abandons the Order by the Receiving Party"
Issue: People do not "abandon" orders; the phrase is a literal translation of Spanish "abandone el pedido" meaning they leave the job/assignment.

Correction: "when a particular Employee or member of the Ancillary Personnel leaves the assignment"

Root cause: Literal translation of an idiomatic Spanish phrase.

14. "OUTPUT" USED FOR PERSONNEL DEPARTURE (SECTION J)

Error: "inform the Contact...about such output, so that it can remove any right of access"

Issue: "Output" is almost certainly a mistranslation of Spanish "salida" (departure/exit) — in this context it refers to personnel leaving, not to any kind of output.

Correction: "inform the Contact...about such departures"

Root cause: False cognate / mistranslation of "salida".

15. DANGLING REPEATED TEXT AT END OF CLAUSE K(I)

Error: "...respecting the security policies in effect at the Receiving Party's premises. Receiving Party."

Issue: The phrase "Receiving Party." appears as a standalone sentence at the end of clause K(i), making no sense in context. Clear duplication or cut-and-paste error.

Correction: Delete the dangling "Receiving Party."

Root cause: Editing error — fragment left over from revision.

16. HEADING/CROSS-REFERENCE MISMATCH (SECTION O)

Error: Section O heading: "JOINT REGULATIONS" / Referenced in C.3 as "O. Attached Regulations"

Issue: The heading and the internal cross-reference use different names for the same section, creating ambiguity in a legal document.

Correction: Standardise the heading as "ATTACHED REGULATIONS" to match the cross-reference in C.3.

Root cause: Inconsistent revision — heading and body updated separately.

17. "ENTERS INTO FORCE UPON SIGNATURE OF THE AGREEMENT" (SECTION L)

Error: "This agreement enters into force upon signature of the agreement"

Issue: "Agreement" appears twice in one clause; "enters into force" is heavy bureaucratic language.

Correction: "This Agreement takes effect upon signature by the Parties"

Root cause: Bureaucratic literalism and failure to eliminate self-referential repetition.

PATTERN ANALYSIS: ROOT CAUSES

PRIMARY FAILURE MODES

Literal translation: Several phrases were carried over word-for-word from Spanish, producing unnatural or meaningless English. Examples: "that applies", "Y", "output" for departure, "abandons the Order".

Failure to adapt spelling conventions: US spellings (authorized, organization) used throughout a document that should be in UK English.

Inconsistent application of defined terms: The same concept rendered as both "Auxiliary Personnel" and "Ancillary Personnel", and "Party" capitalised inconsistently. In legal documents, defined terms must be used with absolute consistency.

Preserving bureaucratic register: Constructions such as "only and exclusively", "appropriate necessary measures", and "enters into force" are bureaucratic and verbose where natural English would be simpler.

Editing/copy-paste errors: The dangling "Receiving Party." in K(i) and the heading/cross-reference mismatch in O suggest the document was revised in parts without a final read-through.

THE CORE PROBLEM

The translation was produced without a final edit for naturalness and consistency. Several issues (the untranslated "Y", the doubled phrase in A.7, the dangling text in K(i)) would have been caught by a simple read-through. Others require active knowledge of UK legal English conventions. The translator treated fidelity as preserving source structures, when it means preserving meaning while writing naturally in the target language.