A Discourse Analysis of Translated Texts Published within the European Union

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ABSTRAKT

Cílem této bakalářské práce je provedení diskurzivní analýzy právních dokumentů a verzí jejich překladů, na jejichž základě je založena celá Evropská unie. Pro účely zkoumání byly vybrány tři zakládající smlouvy v původním anglickém znění s jejich oficiálními verzemi českého překladu, u nichž je časový rozestup minimálně patnáct let. Metodou diskurzivní analýzy je zkoumáno, zda tento časový rozestup má nějaký vliv na právní jazyk a přeložené verze těchto smluv, či nikoli. Teoretická část práce se věnuje problematice diskurzivní analýzy, právního jazyka a specifik samotné Evropské unie. V praktické části byla provedena diskurzivní analýza vybraných smluv z pohledu lexikologického, gramatického a diskurzu. Závěr práce hodnotí a komentuje výsledky provedené analýzy.

Klíčová slova: diskurzivní analýza, právní jazyk, překlad, Evropská unie, eurožargon,

ABSTRACT

This bachelor thesis aims to process a discourse analysis of legal documents and its Czech translated works on which basis was founded the whole European Union. For the analysis have been chosen three founding treaties in the original English versions with their official versions of Czech translations. Documents have been selected concerning the time span which is at least fifteen years between each of them. The discourse analysis investigated whether this time span had some effect on legal language and translated versions of these agreements or not. The theoretical part of the thesis deals with the issue of the discourse analysis, the legal language and the specifics of the European Union itself. In the practical part has been done a discourse analysis of selected treaties from the point of view of lexicology, grammar, and discourse. The conclusion of the thesis evaluates and comments on the results of the analysis.

Keywords: discourse analysis, legal language, translation, European Union, Eurojargon

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I hereby declare that the print version of my Bachelor's thesis and the electronic version of my thesis deposited in the IS/STAG system are identical.

CONTENTS

INTRODUCTION

The European Union is quite a new concept in the past few years, and it brings us a discovery of new affairs and issues. It brings up new matters both from the legal and linguistic points of view. The European Union was officially founded in 1993. However, the process of its building goes deeper into the past. It is founded on the basis of the European Coal and Steel Community (1951) and the European Economic Community (1958). Legal documents that were published during the years of the ECSC and EEC are pivotal for the entire European Union, and they have put the European Union at the level as it is today. (Dedman 2010,81).

This bachelor thesis is analysing three of the most essential and fundamental founding treaties of the EU in English versions as well as versions of official Czech translations. The primary criterion for the selection of the documents was the difference in years of their publication. Between each of the study material is at least fifteen years gap in the years of their publication. The purpose of this bachelor thesis is to examine whether these gaps affected the language of the documents or not and whether there is a visible impact on the translation into Czech.

The thesis is divided into two parts. The theoretical part is dealing with an introduction to the discourse analysis with subchapters presenting levels of language later examined in the practical section. The second chapter specifies legal language with its typical features and discusses difficulties arising with the translation of legal texts. Last part is getting to the core topic which is the EU. It contains explanation and discussion of Eurojargon and the policy of multilingualism. In conclusion are presenting institutions ensuring translation services.

The practical part consists of the discourse analysis itself. The discourse analysis is being done from levels of lexicology, grammar, and discourse. The first part of the analysis consists of an introduction of selected documents and the explanation of their purposes and contributions to the EU. After an introduction follows the lexical part which is analysing the texts from the point of vocabulary with a section focused on Eurojargon and its effect on Czech translation. Grammatical part is dealing with specifics of the legal language on analysed documents. The last part uses Halliday and Hasan´s cohesive devices to discover whether the texts are coherent and cohesive and what cohesive devices are used the most in legal documents. In conclusion, are being evaluated all data and it is commented whether predetermined assumptions have been confirmed or refuted.

I. THEORY

1 DISCOURSE ANALYSIS

At first glance, it may seem that the discourse analysis is just a study of language, however, according to Jones, “discourse analysis is not just the study of language, but a way of looking at language that focuses on how people use it in real life to do things like joke and argue and persuade and flirt, and to show that they are certain kinds of people or belong to certain groups” (2012, 2). However, before the whole concept of discourse analysis is presented, there should be explained some terms preceding the understanding of discourse analysis itself.

First of all, should be mentioned what the discourse is. Discourse does not have a fixed definition, and it can be viewed from more than one perspectives, for instance from the philosophical as well as from the linguistic point of view. However, speaking of discourse, regarding linguistics, it may be interpreted as: "the meaning that a first person intends to express in producing text, and that a second person interprets from the text" (Widdowson 2007, 129). From previous definitions, it is clear that the centre of discourse analysis is language. Language is according to the Oxford Dictionary “the method of human communication, either spoken or written, consisting of the use of words in a structured and conventional way” (2010). While doing a discourse analysis, there has to be the assumption that language is ambiguous, always in the world, is never used all by itself and that the way we use language is inseparable from every individual. It follows that there has to be an awareness that the language has to be enacted in some context (Jones 2012, 2).

After having all the essential definitions explained, the discourse analysis may be interpreted as an explanation of how people use language in the text or speech in respect to the context of the given text or speech. Following, that there has to be an awareness of both linguistic factors and extra-linguistic factors within the analysed text. These factors later need to be identified, and there has to be found a relationship between them. (Munday and Zhang 2017, 330).

1.1 Forms of Discourse Analysis

Gee divides discourse analysis into two forms often divided into: descriptive and critical (2014, 8). In this thesis are being done both of them. Descriptive one is primarily focused on technical implementation, and it is analysing and describing linguistic data. According to Yule, descriptive discourse analysis gives information about how a given language works in order to understand it well, meaning that grammar plays here a considerable role, as does vocabulary (1998, 23).

The word descriptive also gives a hint that there is a focus on what is present in the particular situation rather than what it should be. It follows that there has to be an awareness that someone has commented on something that has been already done (Brown and Yule 1998, 23).

On the other hand, the critical discourse analysis takes into account not only how the language works but also other aspects. There is more significant concentration on the context, internal structure within the society, historical background. It is trying to look into the problematics of the text from the critical and theoretical point of view (Wodak and Meyer 2016, 1). Critical discourse analysis is being done preferably in the case of political discourse or some historical events (Fairclough and Fairclough 2012, 1).

For doing an analysis focused on linguistics theory is more convenient to do the descriptive one. It is because the linguistic one is more about collecting the data and moving forward with these new data, rather than developing and arguing new theories as it happens while doing the critical one (Davies and Elder 2006, 4). However, in this bachelor thesis is the analysis looking to the texts also from the historical point of view and there are commented issues which affected the given result. It follows that this work is not just about collecting data, but it also discusses on some historical aspects which are commented in following chapters.

1.2 Levels of Text Analysis

There is no single discourse analysis. Instead, there are varieties of discourse analyses, and they change across the disciplines (Gee 2014, 1). From the point of view of the text linguistics analysis it deals especially with language. Study of texts are being done from the perspective of Phonetics, Graphology, Grammar, Stylistics, Lexicology Pragmatics and Discourse analysis (Crystal and Davy 1969, 85). However, it depends on the type of discourse. For the usage of this analysis of legal texts, there is paid attention mainly to Grammar, Lexicology, and Discourse. These three levels of language are analysed in the practical part of this thesis.

1.2.1 Grammar

Grammar is one of the most important aspects of text analysis, and in fact, more than one-third of literature on the theme of text analyses is targeted to grammatical elements. Grammatical part examines language from Morphology and Syntax. Morphology is dealing with smallest units of the text - morphemes, and it studies the structure of words, their

classification and grammatical modification in given language (Brinton 2000, 19). Morphology is tightly connected to syntax, and some publications denote them together as morphosyntax. However, syntax is dealing with a more extensive unit than a word which is a sentence.

Syntax is defined as "the study of the order and arrangement of words into larger units, as well as the relationships holding between elements in these hierarchical units" (Brinton 2000, 11). Every language has a different grammar structure and rules, and all of these phenomena are studied by syntax. As it is denoted in chapter two, syntax is essential for the usage of the analysis of legal texts.

1.2.2 Lexicology

Lexicology is a study of words both in written and spoken forms and it consists of syntactic and morphological properties. It follows that it studies properties of words from the point of view of grammar and meaning, the history of words, as well as their changes through the time and the occurrence of new words (Hall, Smith and Wicaksono 2011, 249). Lexicology is considered as fundamental part of the analysis because the prior goal of this analysis is to analyse the terminology appearing only in the EU corpus. The corpus of the EU is relatively young, and many words were until the foundation of this institution unknown. Concerning the translation, terminology and hence lexicology is as well the most crucial concept because translated terminology needs to convey the same meaning in all languages into which is the translation made.

1.2.3 Discourse Analysis

Examining discourse analysis as a level of language, it studies "the meaning of language in context" (Simpson 2004, 5). It is following that this level of language concerns the text beyond the level of a sentence. The main unit which needs to be examined in this analysis is text which is according to Widdowson "actual use of language (2007, 4).

The quality that makes the text a text is texture which makes a text as a unified unity and it deals with semantic interdependence within the text (Halliday and Hasan 1976, 2). Studying the textuality, the main criteria which needs to be examined are cohesion and coherence of the text. Cohesion Halliday and Hasan define as a "semantic relation between one element in the text and some other element that is crucial for its interpretation" (1976, 9). Cohesion and its devices have been studied by many scholars and there are various approaches and different cohesive devices, however, for the purpose of this analysis have been taken the Halliday and Hasan's approach. They mention five types of cohesion:

reference, substitution, ellipsis, conjunction and lexical cohesion (1976, 13). In the practical part of this thesis are texts being examined in terms of reference, substitution and, conjunction.

The cohesive devices affect the coherence which is according to Widdowson defined as "the interpretation of a text so that it makes sense" (2007, 127). Meaning that there has to be a logical connection within the text and the text should be meaningful to a reader. This is also an important characteristic of legal texts because there is need to be text interpreted correctly. Besides cohesion and coherence, texts may be analysed also from additional criteria like "intertextuality, situationality, informativity, acceptability or intentionality" (Shurma 2018), however, as it has been already mentioned, for the legal language and its translation are the most useful the terms of cohesion and coherence. Subchapters listed below are presenting Halliday and Hasan's cohesive devices, used in the practical part (1976, 13).

1.2.3.1 Referencing

As Eggins states, "reference refers to how the writer introduces participants and then keep track of them once they are in the text" (2004, 33). She states three basic types of references: a homophoric reference which is reference deriving from the context of culture, exophoric reference defined as reference derived from the immediate context of the situation and endophoric reference which is being used in this text analysis. The endophoric one may be further divided into anaphoric, cataphoric and esophoric types of references (Eggins 2004, 34). Anaphora is referring to something that has already been mention before in text. Cataphora is the opposite of anaphora, and it relates to something that comes later in the text (Widdowson 2007, 127). Esophoric reference occurs immediately within the phrase, following the presuming referent item (Eggins 2004, 35). However, Halliday and Hasan point out that for the primary purpose of cohesion is the most relevant the anaphoric one (1976, 51).

Speaking of types of reference there are four main types of references: personal pronouns (*I, me, she, his, her etc*.), demonstrative (*this, these, here, that, those, there*), comparatives (*another, other, similar, better*) and the definite article (*the*) (Halliday and Hasan 1976, 55).

1.2.3.2 Substitution

Substitution serves to avoid frequent repetition of lexical items. However, the substitute part needs to have the same structural function. Bloor and Bloor state three types of substitutions: nominal, verbal and clausal (2013, 97). Nominal type substitutes noun, and it is being

expressed by indefinite pronouns *one, ones* and *same*. Verbal type substitutes verb and its expression are being done help to the substitutes *do*, often with the words *so*, *it* or *tha*t. In clausal substitution is being replaced the whole phrase (Bloor and Bloor 2013, 98).

1.2.3.3 Conjunction

Regarding the cohesive device is defined as something that systematically connects the clauses which are resources for making a transition in developing the text. Conjunctive elements are cohesive indirectly "by virtue of their specific meaning" (Halliday and Hasan 1976, 226). Halliday and Hasan introduced the scheme of four categories in which may be conjunction classified (1976, 238). They are additive, adversative, causal and temporal (Halliday and Hasan 1976, 238). Additive conjunctions link textual elements by adding or negate a previous item as, e.g., *and, additionally, too, furthermore, also, nor, either, neither*. Adversative ones, signal an opposite to expectation like, for instance, *yet, though, only, but, in fact*, etc. Causal express the reason, purpose or result, e.g., *so, then, for, because, for this reason, as a result, in respect*, etc. Temporal conjunction has its connection with time: *then, next day, until then, at the same time, at this point,* etc. (Halliday and Hasan 1976, 238-40).

2 LEGAL LINGUISTICS

Prior to describing the role of the European Union, an introduction to the legal linguistics is crucial for the understanding of legal documents and their translations. The term legal linguistics is used, for instance, by Tomášek (2003), Sauer (1992) and Stolze (1999), however, it is also known as forensic linguistics. Legal language may also be studied from the philosophical point of view where it is known under the term Hermeneutics (Večeřa et al. 2011, 177). However, legal linguistics is a branch of linguistics applying knowledge of linguistics in the context of law, legal systems, and principles of legal language (Hall, Smith and Wicaksono 2011, 303). The basic principles and rules listed below, deal with legal language and the translation of legal texts, also applied to texts published within the European Union. The knowledge of these principles and rules is fundamental to understand the whole concept.

2.1 Legal Language

This chapter analyses legal language from the technical and theoretical point of view. As far as legal language is concerned, there is term ambiguity, because various spheres are dealing with the issue of legal language (Hlouch 2011, 45). However, most important for legal language are linguistics and legal theory (Tomášek 2003, 26).

The language and the law are two closely connected phenomena because the law may be expressed only through language (Cao 2007, 15). Thus, legal language may be considered as a language of legal communication, the purpose of which is to convey legal information (Tomášek 2003, 23). There has to be an awareness that the target group is both professionals and lay public. Authors and translators should be aware of the fact that the written (translated) text is not targeted only to professionals, but also to ordinary people without further education and it should be written (translated) in the way to be understandable and interpretable for both (Cao 2007, 122). However, it is not always right and there are very often expressions with a complex significance which have to be later specified in judicial decisions. Tomášek is aware of this problem and therefore mentions that requirements on legal language should be stringent and lists that the demands on legal language are: "accuracy of meaning, explicitness, briefness, comprehensibility, stability, orderliness, enforceability and non-expressivity" (2003, 28, translated author of the thesis).

2.2 Legal Translation

The translation may be defined as a shift of the text from one language (source language) into another (target language) (Munday 2001, 5). As far as legal translation is concerned, it is one of the branches of translational activity called technical translation. It has to focus on linguistic, legal and translation theory. Translation needs to involve particular language for a specific purpose, used in the context of law. The legal language can be analysed both in oral and written form, but as far as the subject of this bachelor thesis is concerned, the texts are being discussed only in their written form.

Cao divides legal texts into four major areas:

a) Legislative texts – it is about the law which is made by law-making authorities, such as domestic statues, international treaties, multilingual laws, etc.
b) Judicial texts – they are produced in judicial process by legal authorities
c) Legal scholarly texts
d) Private legal texts – such as contracts, leases, etc. wrote by lawyers (Cao 2007, 9).

Each of them is characterized by specific features. For this thesis, this thesis is essential to mention legislative ones which convey various communicative purposes, concretely normative ones. A basic unit of the normative texts is the norm. From the legal point of view may be the norm classified as a rule of conduct (Hlouch 2011, 51). A primary function of the normative language lies in a society which guides human behaviour and regulates human relations (Cao 2007, 10). From the previous sentences may be deduced that the norm says what the law permits, and what it prohibits. The acts that come from the law-making process are called normative legal acts. Normative legal acts are, for instance, official written documents (statutes) and other legal regulations such as multilingual documents which are results of legislative activity of a public authority containing the legal rule. This law-making process is a determinative source of law in continental legal culture, i.e., also in the EU (Harvánek et al. 2008, 97).

There are three subcategorizations of legal translation according to their purpose, and normative is one of them. Normative purpose refers to the generating of legal texts with equal legal force in bilingual or multilingual jurisdictions of domestic laws and international laws (Šarčević 1997, 20). Speaking of bilingual or multilingual texts (as it is in the case of the EU), they are first drafted in one language and then translated into a target language, or they may be written simultaneously in given languages. Texts coming from this process of translation have an equal legal force, and there is not any superiority among them based on

original status (Cao 2007, 10). Applying this process to the EU, the texts are usually drafted first in English or French and then translated into rest of the 24 official languages. Then all of them have equal legal force.

2.2.1 Difficulties in Legal Translation

According to Cao the sources of difficulties in translation are mainly in systemic, linguistic and cultural differences. There is no need to analyse the systemic discrepancies in this bachelor thesis because all countries within the EU belong to the system of Continental Law (2007, 23).

What is being discussed in detail is a problem of cultural difficulties. These kinds of problems happen because each state has different cultural, social and linguistics background and even if the EU is trying to converge the legal systems of its countries as much as possible, there are still gaps in this process and differences in every single legal system (Schrötter 2003, 5). It follows that there are differences in legal norms as well and that law differs in every single society. Thanks to all of these differences, the EU is called a hybrid of mixed jurisdiction (Biel 2014, 52). The culture translation is not just a transfer from one language into another; it is a process of translation from one legal system into another (Biel 2014, 49).

As difficulties for translators also have to be mentioned. Translators face a difficult task in their career. They have first to decode the source text which is not possible without knowing both source and target legal systems and then re-decode the text and translate it in a way to fulfil the function in the target culture (Nida and Taber 1974, 21). Even though they are professionals in the field of linguistics, the legal translation process happens between both language and law. When it comes to the process of translation, they have to realize that these two disciplines that are at the same level. In addition to these two disciplines, the law is connected to other disciplines (e.g., business, economy, etc.) as well, following that they need to have a wide range of knowledge to recognize all aspects (Shabtai 2002, 45).

However, not only the culture may arise a problem, but it may also be the interpretation of the text. Tomášek divides translation into intralingual and interlingual translation. Intralingual means translation within the same language, which is the interpretation of a given text. Interlingual translation is a translation from one language into another (2003, 18). For a translation to be correct, there is a need to apply both interlingual and interlingual methods to a translation, because, without a proper understanding of the source text, there is no possibility to produce a correct translation. Means that a translator should be able to create a text which is easy to understand regarding words, as well as, convey the ideas of the text.

In the end, the translated text needs to carry the same meaning as the original text (Nida and Taber 1974, 21).

2.3 Linguistics Features of Legal Language

Legal language has specific linguistic features which need to fulfil the requirements of the law. These features are appearing mainly on the level of lexicology and syntax. Particular features in lexicology and syntax are demonstrated in following subchapters.

2.3.1 Lexicology

The legal lexicon is full of archaic words and common words with uncommon meanings (Cao 2007, 21). As far as concerning vocabulary with respect to international instruments, it is essential to know the significance of words when it comes to legal context. The primary distinguishing feature of legal language is terminology, including technical terms borrowed both from ordinary language and foreign languages. Another requirement is the requirement of synonyms, whose occurrence should be kept to a minimum because technical language should be as accurate as possible and there should not be any doubt about the intended meaning (Hlouch 2011, 68). Unlike general language, in legal language is not possible to find interjections nor emotionally coloured words (Tomášek 2003, 47).

2.3.1.1 Foreign Terminology

There are plenty of words borrowed from French and Latin (Bázlik and Ambrus 2009, 17). The law is tightly connected with Latin and French, because of the historical background. There is a close connection, especially with Latin. In the language of law are many Latin expressions which usually are not being even translated and stands in their original form. However, the decision whether to translate or not depends on situation and purpose of the text. For instance, in most of the normative acts are Latin collocations remain in their original form and they are not translated both in English and Czech languages. On the other hand, in Judgments of the Court, when it comes to interpretation of the law, some of the original English versions contain untranslated Latin expression and in the Czech version has this term translated.

As far as concern judicial decisions, they are not normative acts, and they belong to the category of individual legal acts. They are not primary sources of law as the normative ones and their purpose is to apply normative legal acts to individual cases (Gerloch 2013, 74– 77). In the English language are Latin expressions more prevailed than in the Czech language which could be caused by their linguistics history (Riley and Sours 2014, 58).

Analysing the relationship between English and Latin, the frequent usage of Latin words in English legal texts has been found. As Bázlik and Ambrus mention, "It is a well-known fact that many English words exist in pairs, of which one is Germanic and the other of Latin origin, e.g., *Work – labour*, *car – automobile*, etc." (Bázlik and Ambrus 2010). Speaking of Czech and Latin, there are also some words which were borrowed from Latin and found a place in our national corpus. However, their use is not so frequent as in English.Archaic Words.

Another specific feature of legal language is the use of archaic words both in English and Czech legal languages. Most frequent archaic words in legal English are, e.g., *hereinafter, heretofore darraign* or *aforesaid* (Williams 2007, 32). Czech equivalents of these words are considered as archaisms in Czech environment as well, and their usage in legal language is frequent. They are being translated as *níže, doposud, drahý* or *výše uveden*. Whether the occurrence of archaic words is visible within the texts published by the EU, is analysed in the practical part of this thesis.

2.3.1.2 Terminology

Last lexical particularity is the issue of terminology. In legal language, there is a strict requirement for the use of correct terms, and technical terms and they are being unified into separate semantic units. Many terms have in statutes fixed definition, suggesting that they tend to have a monosemic meaning and only one denotation (Bajčić 2017, 11). From the previous sentence may be deduced that in legal language is not a high occurrence of synonyms. In fact, there is an effort to eliminate them to the minimum (Tiersma 2000, 113).

Corpus of the EU consists of rigid terminology as well. Together with a translation into all of the official languages is the EU trying to avoid ambiguity and misinterpretation. Unfortunately, such definitions do not exist for all the terms in the EU and then appeals the problem both with translating and interpreting. For the unification and better understanding of terminology within the EU have been created the internet portal EUR-Lex where are published all legal documents issued within the EU in all languages into which were translated (1998-2018).

It is clear that the introduction of terminology enhances clarity and the austerity of the text. However, there arise questions whether it is possible to translate the law and whether it is possible to achieve the equivalence in legal translation (Cao 2007, 32). It is because all terms do not have to correspond with specific legal definition, mainly because of cultural differences. It is also affected by differences in legal systems where many of the legal terms

in one language do not correspond to terms in another, and this problem of non-equivalence is a major source of difficulty in translation (Mac Aodha 2014, 147). However, these "untranslatable" have to transfer to the target language as well, meaning that there has to be discovered some relationship between the source language and target language to translate the term correctly.

2.3.2 Syntax

The primary syntactic feature of legal language is the composition of long sentences and a massive number of coordinate and subordinate clauses (Hiltunen 1990, 70). Besides these main characteristics of legal sentences, there are also some distinctive features at this level of language which are demonstrated in following subchapters.

2.3.2.1 Text-structuring patterns

Language patterns are combinations of words or a whole sentence, entering the legal discourse as constructively completed. Their typical feature is steadiness and consistency that should facilitate reception and refine the pragmatic component of the communication (Tomášek 2003, 52). Language templates form certain units of expression and their function can be marked also as a code (Wagner and Cacciaguidi-Fahy 2006, 371). Table 1 shows a couple of examples of this text-structuring pattern both in CZ and EN versions. These templates are further discussed also in the theoretical part of this thesis.

Czech	**English**
… v souladu s řádným legislativním postupem …	… Acting in accordance with the ordinary legislative procedure …
… s ohledem na návrh Evropské komise …	… Having regard to the proposal from the European Commission …

Table 1: Text-structuring patterns

2.3.2.2 Passive construction

According to Tiersma, the legal language is overwhelmed with passives (2000, 75). The principle of the passive voice in language is in the omission of the agent (Machová and Charvátová 2017, 24). Passives are used in legal language mainly because of generalization and non-personalization of the legal text (Lock 1996, 237). Deagentization can also decrease the understandability of written text. Examples of passive voice are being demonstrated in the practical part of this thesis..

2.3.2.3 Modal Verbs

The occurrence of modal verbs in legal texts is very frequent. In oppose to passives, modal verbs are characteristic only for the English language. In the Czech language does not fulfil the same function as in English. The modal verbs *shall* and *may* have a higher occurrence. However, it is essential to know that their appearance and meaning is not the same as in non-legal use (Bázlik and Ambrus 2009, 62). It may be predictable that for expressing the obligation is used the modal verb *must*. However, in legal English is for this purpose used modal verb *shall*. The modal verbs *may* may not express obligation in English and in addition, in legal English may serve as an expression of permission or prohibition (Šarčević 1997, 139). The modal verb *must* is not entirely excluded and can serve as a synonym to *shall*. However, its usage is kept to a minimum (Bázlik and Ambrus 2009, 62).

For comparison, in Czech legal texts, obligations are expressed by the verb *muset* whose literate equivalent is actually *must*, so that for a Czech speaker this English phenomenon could be a little bit confusing.

3 THE ROLE OF THE TRANSLATION IN THE EU

According to Umberto Eco's statement, "The language of Europe is translation" (BP Translation Conference 2018), and it is the translation which is an indispensable part of the EU and without its functioning which would not be possible. From the theory of state point of view, the EU does not have a set form of state. The professional literature mentions that it is something between a federation and a confederation (Blanke and Mangiameli 2006, 362), however, thanks to continuous and deepening integration, it could be said that it is getting closer to fulfil a concept of a federation. In comparison to other federations, the EU lacks one of the basic elements which is a common language (Blankart and Mueller 2004, 239). However, the EU is proud of its diversity in languages, and it represents itself with the motto "United in diversity" (Salgó 2017, 81). This moto highlights the uniqueness of this institution and subscribes the fact that each country of the EU has its tradition, culture, language and social values and yet each of them shares common values such as a democracy, freedom, respect for human rights, etc. that need to be approved and respected (European Union 2017, 8).

3.1 Multilingualism

The current number of member states of the EU is 28, and the number of official languages is 24 (Creese and Blackledge 2018, 29). However, there are also some cases when it operates in regional languages, as well as, in some of the world languages such as Chinese or Russian (Williams 2016, 58).

The EU language policy focuses on the protection of linguistic diversity and promotes the knowledge of languages in the interests of cultural identity and social integration. Every citizen of a member state is simultaneously a citizen of the EU, and as the legislation states, every citizen of the EU has the right to communicate in his national language (Wagner, Bech and Martínez 2014). It is the reason why multilingualism is one of the most important policies of the EU. Multilingualism is also enshrined to the primary legislation of the EU, concretely in the Article 55 of the Treaty on the Functioning of the European Union (2008) and the Articles 2, 24 and 314 of the Treaty on European Union (1992). The EU is a focal point where several different languages come into contact on a daily basis, and the language becomes an everyday indispensable policy tool. As stated in Article 22 of the Charter of Fundamental Rights of the European Union (2010) "The Union shall respect linguistic diversity." This statement embodies the principle that all official languages of the EU have the same status, therefore, all versions are identical, and they must be interpreted and applied

identically. The legislative documents have to be translated into all 24 official languages, and all of them have equal legal status (Marácz and Rosello 2012, 147). It makes up together 552 possible pairs, which is both time-consuming and financially demanding. In fact, there is no other institution using so many official languages at a regional or world level (Unger et al. 2014, 105).

The definition of multilingualism is set in the New Framework Strategy for multilingualism (2006), stating that multilingualism "refers to both a person's ability to use several languages and the co-existence of different language communities in one geographical area" (Commission of the European Communities. 2005). As it has been already mentioned, the policy of multilingualism has a fatal role within this institution, and it has three main aims:

1. "encourage language learning and promote linguistic diversity in society;
2. promote a multilingual economy;
3. to give citizens access to EU information in their own languages" (Asmus and Braid 2014, 16).

As far as the equity of all translated texts is concerned, it is being stated that it is just one of the fiction (Kontra 1999, 37). The reason is that of different semantic structure in each language, and these diverse languages can hardly be completely identical. Specific terms may have a slightly shifted meaning, there are no equivalents in another language, or there is a different cultural background as it was discussed in the previous chapter. These differences lead to questions of interpretation the European law published in various language versions and presuppositions of a unified text (Ruggieri 2014, 18). In this case, it would be possible to take into account a debate of choosing the only language version (Marvan 2008, 13) and at the same time fulfil the concept of federation. However, the preference of the language version would be unlawful, and the principle of the equality would be violated.

3.2 Euro English

The fact that original documents are created in a multilingual environment has its consequences. Concerning such a huge multilingual institution, it is a necessity to express new terms which have the same meaning in all official languages. The implications of these new terms in this multilingual environment is a creation of Eurospeak or so-called Eurojargon. Eurospeak is defined as "Jargon used in the documents, statements, etc., of the European Union or its predecessors" (English Oxford Living Dictionaries 2018).

The Eurojargon is being applied mostly to the documents drafted in English because English owns unequivocally status of a monopole language of the EU. Despite the fact, that English was not the language of foundation agreements and despite Brexit, nowadays is English considered as a Lingua Franca of the EU (Guido 2008, 239). The reason why the most Europeans speak English is the fact that most people learn English as their first foreign language, English serves as a communication tool at universities, and it is spread worldwide on the internet and social media (Richards 2015, 4-10).The national governments of France, Germany, Italy, and Spain, are trying to prevent the massive spread of English language by national education policies. However, the importance of English as a European communication language is so vast that the public is still supporting the position of English as lingua franca (Guido 2008, 239). Because all languages and therefore the texts have equal status, there is an occurrence of Eurojargon, and it leads to the creation of "hybrid" texts. Hybrids are something like a compromise between various true cultures coming into being as a result of negotiation, and there can be found features of the source as well as a target language (Biel 2014, 53).

Languages of the EU are divided into official languages and working languages. Working languages are considered to be French, German and English (Durmaz 2007, 44). Working languages are used in the EU on a day-to-day basis, and their purpose is to communicate in one common language. This is due to financial reasons because not all documents are translated into all languages, therefore, they save the EU money and time. The example when the working language saves time and money can be demonstrated on initiatives from citizens when, for instance, a Czech citizen lodges a complaint on a subject of the functioning of Czech representatives in the EU parliament. This complaint fulfils all official requirements, and it has to be translated into one of the working languages (mostly English) and postponed to the authorities in the EU. However, this initiative does not have to be translated into all official languages, because there is no need to inform all citizens of the EU, that one citizen of the CR does not like its authorities in EU parliament (Feber 2018). Another usage of working languages is in daily discussions and meetings attended by representatives of all states which has to be run in one of the working languages. These sessions need to be recorded word-by-word, and there is no possibility that, for instance, the Czech member of an EU parliament has the level of English as a native speaker, so the recorded document has the same nature as the hybrid document. However, these hybrid texts are edited by editors whose task is to correct the language accuracy and formality for easier translation into all official languages (Feber 2018).

There is an attempt to create uniform "European" terms, easily translatable with the character of a formality because the English spoken within the EU is not as Mr. Faber (2018) calls it "Bronx English" (Feber 2018). However, it is Euro English which should have its specifics as for any other English dialect. There have already been published dictionaries of Eurojargon, and the EU owns databases with its terminology. However, no rigid rules have been set yet, and the databases are still being renewed because new terminology appears every day.

Eurojargon is mostly criticized, and the new terminology is often being denoted as non-understandable. For instance, according to Doris Pack, member of the European Parliament for Germany, the new term *European semester* is incomprehensible (Euronews 2014). The word *implementation* also caused a multi-national furor. Diego Marani, Italian translator for the Council of the European Union stated that *implementation – implementazione* is one of the most non-understandable words of EU terminology (Euronews 2014). Czech Deputy Minister for Regional Development, even stated at one press conference that whoever finds the best Czech translation for the word *implementace* will get ten thousand crowns (Opava 2009, 117).

As stated Mr. Maroni (2014), the EU is the revolutionary political project which cannot be perfect, and there is still something that should be improved. However, Eurojargon is becoming an inherent part of the EU, and it may be considered an English dialect which should also be a part of the examination for EU job positions (Euronews 2014).

3.3 Institutions translating for the EU

The list of official EU languages is already very long, and the cost of multilingualism increases with every single language. It means that there has to be an ensured quality translation service because documents have to be translated into all official languages to ensure a commitment to multilingualism. Translation services of the EU are one of the biggest in the world concerning the size, language diversity, and themes they are covering (Feber 2018).

The services are continuously improved by professional translators and new computer-based tools. Translation memories are nowadays one of the most essential and fundamental tools for EU translators, supplemented with Euramis - institutional translation database and IATE which is another crucial translating tool developed by the EU. IATE is a database of all terminology concerning the EU, consisting of more than eight million terms in all 24 official languages (Ruggieri 2014, 77).

There is no single institution agency which could do all the translation services. There are several of them targeting specific authorities or sectors. The Directorate-General provides for the European Commission and also cooperates with the European Parliament, Court of Justice of the European and European Court of Auditors Union. The General Secretariat of the Council provides translation services for the European Council and the Council of the European Union. Besides institutions mentioned above, more than one-quarter of all translators are external translators whose work have the same value as those employed by the EU. Services of external translators are used, for instance, by the European Central Bank. For translating for other decentralized agencies, was established Translation Centre For the Bodies of the European Union in 1994 by Council. Its task is to help other institutions in the periods of excessive workloads and rationalize and harmonize work practices and methods. All of the translators must provide high-quality translation services and to keep costs at an acceptable level (Wagner, Bech and Martínez 2014).

The same general rules for translation of documents for the EU have to be applied in the process of translation. These rules for writing documents are set in an Interinstitutional style guide (2011) published in the Official Journal of Europe divided into parts, each concerning a different issue from stylistics to grammar. Part four of this official journal differs depending on the language, and it is written according to rules of a given language. The goal of this publication is to take into account the specific nature of Union law and its terminology, so that those who have the right to use or interpret the act in any Member State perceived it not as a "translation" in the wrong sense but as a text, which corresponds to a particular legislative style (Wagner, Bech and Martínez 2014).

II. ANALYSIS

4 SELECTED TRANSLATION CORPUS

The Practical part is analysing three legal documents which are fundamental for the EU - Treaty establishing the European Coal and Steel Community (1951), Treaty on European Union (1992) and the Consolidated versions of the Treaty on European Union and the Treaty on the Functioning of the European Union (2007). There are being analysed English documents and official translated versions in the Czech language. The corpus translations will be assessed and compared, using the tools and strategies described in the theoretical part concerning its language and structure. For this analysis was selected to analyse only a part of the documents, concretely titles relating to Common Provisions. Examined documents belong to the primary source of the law of the EU, and they are categorized as legal texts with a normative purpose. The whole concept of the EU is based on these documents.

The reason for the selection of these documents is because there is a time span of more than fifteen years between each of them. The question of analysis is whether some language and translational changes are visible throughout this timeline or whether the rigidity of the legal language and the way of translation have persisted. There is also an awareness of the fact that CR joined the EU in 2004, following that the translation was created later after 2004 (Feber 2018). However, regardless of this fact, the translations of the documents may still differ. Taking into account the possibility that the use of legal English terminology changes throughout the time, it is being analysed whether the Czech translators had been using unified terminology regardless the original or they took into account the style of the language used in documents. The analysis also reveals whether there are visible some improvements in the system of translation within the EU or it remains without any changes. The following subchapters represent selected documents concerning its circumstances of the origin and primary purpose.

4.1 Treaty establishing the European Coal and Steel Community

Also known under the name the Treaty of Paris. It was signed 18 April 1951, and it came into force in July 1952. It was founded after World War II with the aim of Franco-German reconciliation. It is an agreement where six countries (France, Italy, Germany and the Benelux countries - Belgium, the Netherlands, and Luxembourg) committed to pooling the coal and steel industries (European Parliament 2009, 13). This collaboration is perceived as the first steps to European integration, and these fundamentals were later expanded in the Treaties of Rome in 1957. The primary goal of the treaty was to establish a common market based on the freedom of movement of goods, persons, capital, and services. It contains the

fundamental principles on which the entire EU has been built (Muntigl, Weiss and Wodak 2000, 51). It expired on 23 July 2002, and it was replaced by others. However, the underlying principles remain.

It was a primary source of law for the EU, and it had a normative purpose. The original version of the Treaty of Paris was written in French. It follows that the examined text is not an original one, but it is a translation. Whereas Great Britain was not one of the founding countries and it joined this community in 1973, it is possible that the translation was created later. With this fact raises the question whether there is an impact of the French language on the version of the English translation or not and whether there is this impact visible in the CZ versions of translations.

As far as the Czech translation is concerned, Czech translation has been created later after the Czech Republic entered the European Union and it was found out that the CZ version does not exactly correspond to the original one. Some paragraphs were added in the CZ version and the whole Article 78 does not match the original. The rest of the translation semantically corresponds to the original. Only some articles are cancelled in comparison to the original. The Czech version of the treaty was downloaded from the official websites of the Government of the Czech Republic (euroskop.cz 2005-2018). These websites provide the Czech citizens' information taken from the events of the European Union.

The point is that there is no remark on these official websites or in the translated document that the Czech translation of the Treaty of Paris does not entirely match the original. There is not also any notion that it was translated with amendments. This fact may be seen as administrative erred of the Government of the Czech Republic. From the legal point of view, the legal document of such status should not have been published elsewhere without any announcement or annotation that does not correspond to the original. Legal documents with a modification must be properly marked. There is no mark about non-equivalence to the original version of this document. It could be presupposed that such official organ which takes over everything directly from the institutions of the European Union will not make any misunderstanding as it has done. However, this discovery emerged during the analysis, and because of added articles in the Czech version, the quantitative data may differ between CZ and EN versions.

4.2 Treaty on European Union

Treaty on European Union, well known as the Maastricht Treaty was signed in Maastricht on 7 February 1992 and it came into force on 1 November 1993. The origin of this treaty

was influenced by the fall of Communism in Central and Eastern Europe and the prospect of uniting Germany with the commitment to strengthen the international community position (Welch 1999, 145). It changed all previous contracts concerning the EU community and created the EU which was based on three pillars: "the existing EC Treaties, the Common Foreign and Security Policy and the Fields of Justice and Home Affairs" (Ritter and Braun 2005, 4-5).

Unlike the previous analysis, this treaty was written simultaneously in French, German and English language. This fact shows that the English analysed material is the original one. However, at that time there were not any discussions of multilingualism and unification of terminology discussed as much as these days, and even institutions concerning the translation were founded later after this agreement came into force (Wagner, Bech and Martínez 2002, 23). The question is whether this fact had some impact on legal documents at that time or whether it is comparable to those published later. As far as the Czech translation, it was translated after the CR joined the EU. However, it may be expected that thanks to a 30-year-old difference, the English language somehow differs from the previous treaty.

4.3 Treaty on the Functioning of the European Union

The Treaty changes (not replaces) the two founding treaties of the EU: i.e., the Treaty on European Union (1992) and the Treaty establishing the European Community (1957). It was signed in Lisbon on 13 December 2007, and it came into force on 1 December 2009. Thanks to the venue of the signature is also known as the Treaty of Lisbon. It provides the European Union with the appropriate legal framework and tools to address future challenges. The primary reasons for the treaty were needs to increase the efficiency of the decision-making process, to strengthen democracy through the more significant role of the European Parliament and the national parliaments and to improve cohesion in external relations (Jordan 2005, 42). The treaty was ratified by all 27 member states. In 2007 the EU had 27 member states, and it was at the height of growth because from that year only one country joined the EU (Jordan 2005, 42). Following that, that time could have been already seen the growth of the multilingual environment and the appearance of Eurojargon and the need to set some rules for the translation and unification of the terminology. As it has been already mentioned in chapter 3.2, this treaty has enshrined Multilingualism in Article 22 (TFEU 2007).

It is being analysed whether there is a visible appearance of Eurojargon and whether there is an occurrence of a different terminology in comparison to previous treaties. The translation had been done within two years of the treaty entering into force, and at that time, the Czech Republic had already been a member of the EU for three years. It follows that it will be examined whether there are visible some aspects of better quality of translation or whether the translation services are still at the same level.

5 LEVELS OF ANALYSIS

This chapter is analysing all language levels that were mentioned in chapter one. The analysis is being done from levels of Lexicology Grammar and Discourse, taking into account comparative and translational point of view. English (EN) and Czech (EN) versions of individual documents are being analysed from the translational point of view, and English documents are being examined from the comparative point of view concerning the development over time.

5.1 Lexicology

Terminology and vocabulary of legal texts, especially those belonging to the primary source of law, are the essential parts when the legal texts are analysed because even one word may cause misinterpretation. It is because norms are carrying rules of conduct and they set to us what is permitted and what is prohibited (Harvánek et al. 2008, 97). For the usage of the analysis have been chosen individual Titles of documents, concerning the General provision which is an integral part of each regulation. General provisions are considered as something like an introductory part where there are set principles according to which is governed whole act. It consists of terminology which is strictly necessary for the interpretation and application of the legislation as a whole. Subchapters are analysing the texts as a whole, what type of terminology is used, foreign terminology and archaisms.

5.1.1 Structure of the documents

Table 2 demonstrates the complete overview of structures of texts.

	Treaty of Paris EN	Treaty of Paris CZ	Maastricht Treaty EN	Maastricht Treaty CZ	Treaty of Lisbon EN	Treaty of Lisbon CZ
Words in text	2516	3271	716	498	885	719
Distinct words	580	1091	253	291	301	355
Sentences	85	156	23	25	34	37

Table 2: Structure of documents

It can be seen that the CZ translated version of the Treaty of Paris contains the most words. On the other hand, least words have was found in EN version of the Maastricht Treaty. The reasons, why there are some quantitative differences between original and translated texts are being commented in the grammatical part of this analysis. A reason for the difference between EN and CZ version of the Treaty of Paris has been discussed in the previous chapter.

Table 3 is an example of these differences. Comparing the EN and CZ version, there are, for example, added headlines to the articles in the CZ version. Next crucial distinction, which is seen in Table 3, is in dates. Table 3 is an evident proof of differentiation of these two versions. However, as it has been already mentioned in the previous chapter, the reason for this differentiation is unknown.

English Version	Czech Version
Article 78 *1. The fiscal year of the Community shall extend from July 1 to June 30 (Treaty of Paris 1951).*	*Článek 78 Rozpočet* *1. Rozpočtový rok začíná 1. ledna a končí 31. prosince.* *Rozpočtové výdaje Společenství zahrnují výdaje Komise včetně výdajů na Poradní výbor a výdaje Evropského parlamentu, Rady a Soudního Dvora* (Pařížská smlouva 1951).

Table 3: Differences in EN and CZ versions of the Treaty of Paris

5.1.2 The most frequent vocabulary

This subchapter analyses the most frequent vocabulary appearing in all documents with the division to CZ documents and EN documents and then a comparison between them. These differences are demonstrated in table 4. In the EN version of the Treaty of Paris is missing the word *Parliament* in contrast to the CZ one. The word *Parliament* appears only in the CZ version in the Article 78 a – i. These paragraphs are those that are missing in the EN version.

The two most frequent words are considered as essential for legal language, and most of the legal documents must contain these words. E.g., a word *Article* - the reason is that this type of legislative documents has to be divided into parts and division into articles is the most frequent. Words *Council, Parliament, Union* are on the other hand essential vocabulary of the EU. *Coun*cil and *Parliament* are the hallmarks of the most important institutions of the European Union. Concerning the historical aspects, the example is demonstrated on the word *Union.* As table 4 shows, this word was not used in the Treaty of Paris. The reason is that references to something like *the Union* appeared later. And at the time when the Treaty of Paris was written, instead of the Union was established a Community.

EN	The Treaty of Paris	Maastricht Treaty	Treaty of Lisbon
ARTICLE	34	8	21
TREATY	32	9	6
COUNCIL	14	7	5
PARLIAMENT	0	2	5
UNION	0	15	20
CZ	**Treaty of Paris**	**Maastricht Treaty**	**Treaty of Lisbon**
ČLÁNEK	73	7	19
SMLOUVA	44	9	12
RADA	44	7	5
PARLAMENT	28	2	5
UNIE	0	15	20

Table 4: Most frequent vocabulary both Czech and English versions of documents

As far as the Czech translation is concerned, table 4 shows that the most frequent words are equivalents to those English ones. It has to be noted that the words are written in the basic form, however, inflection and plurals are counted as well.

Comparing the word *Article* both in CZ and EN versions of the Maastricht Treaty, the number is higher in the EN text. The reason was found in the Article B, fourth paragraph, wherein the CZ version of the translation is the word *článek* expressed by the abbreviation *čl.* The same case of an abbreviation may be seen in the Treaty of Lisbon with pairs *smlouva - treaty*. The example may be demonstrated in Article 9 of the Treaty of Lisbon. In the CZ version is a reference to the Treaty establishing the European Community expressed by *Smlouvy o ES*, in EN version is this term expressed only by an abbreviation *TEC*.

5.1.3 Legal Terminology

In this part is being discussed the question of the legal terminology in the treaties. It demonstrates a typical legal terminology, essential for all regulations both in EN and CZ versions.

As far as a legal translation is concerned, there have been published several legal dictionaries to unify the vocabulary of the legal language. Table 5 demonstrates the most important and used words or phrases with their Czech equivalents.

EN	Treaty of Paris	Maastricht Treaty	Treaty of Lisbon
	Title	Title	Title
	General provisions	Common provisions	Provisions having general application
	Article	Article	Article
	Enter into force		
	Competence		Competence
			Legislative provision
			Ordinary legislative procedure
			Legislative act
CZ	**Treaty of Paris**	**Maastricht Treaty**	**Treaty of Lisbon**
	Hlava	Hlava	Hlava
	Obecná ustanovení	Společná ustanovení	Obecně použitelná ustanovení
	Článek	Článek	Článek
	Vstoupit v platnost		
	Pravomoc		Pravomoc
			Právní předpis
			Řádný legislativní postup
			Legislativní akt

Table 5: Legal terminology

The most frequent and important terminology is demonstrated in table 5. The first word is a word which is an essential part of each legislative documents similar to treaties. It is a headline of each subchapter called *Hlava* in CZ and *Title* in EN. The headline needs to be followed by another subchapter. In analysed texts are concrete subtitles containing the general principles of treaties. They are underlined in table 5. As table 5 demonstrates, headlines have changed over past 50 years both in CZ and EN versions. However, they still convey the same purpose.

The subchapter follows with another subchapter, already discussed in a previous chapter, known as an *Article* in EN version and *Článek* in the CZ version. These three words are unique terminology which has been found in all three documents.

5.1.4 Eurojargon

The issue of Eurojargon is discussed in the third chapter. Eurojargon was searched for also in analysed parts, and its usage was actually found. However, not in the quantity that was expected. Chapter 3.2 mentions the problem of the word *implementation* and its equivalents

in other languages (CZ – *Implementace*, IT – Implementazione) with the criticism of these translations. The word *Implementation* was found in the Maastricht Treaty. However, the example [1] demonstrates that in the Maastricht Treaty, *the implementation* was not translated as *implementace*, but there was used another equivalent – *provádění*. The way it was translated into Czech is much more understandable to Czech speakers, and this equivalent is also deductible from the definition of Oxford dictionary which states that implementation is "The process of putting a decision or plan into effect; execution" (2018). [1]

to assert its identity on the international scene, in particular through the *implementation* of a common foreign and security policy including the eventual framing of a common defence policy, which might in time lead to a common defence (Maastricht Treaty 1992).	potvrzovat svou identitu na mezinárodní scéně, zejména *prováděním* společné zahraniční a bezpečnostní politiky včetně budoucího vymezení společné obranné politiky, která by v určitém okamžiku mohla vést ke společné obraně (Maastrichtská smlouva 1992).

The research on Eurojargon has been done based on the official website of the European Commission (2016) and on the book by Kocmanová and Pokorná named Euro English (2004). However, only a few words have been denotates as Eurojargon. Other words which according to study material fulfil the features of Eurojargon and was found in treaties are: *solidarity, subsidiarity, transparent*, *acquis coommunautaire*. This analysis concludes that the occurrence of Eurojargon is not so common in normative texts. The occurrence of Eurojargon was slightly expected in the Treaty of Lisbon because at the time of its publishing Eurojargon had already been a discussed the topic. However, this statement was not confirmed. After the study of the professional materials was drawn the conclusion that the occurrence of Eurojargon is quite common in secondary sources of law and administrative documents, especially in the sector of economy and business (Kocmanová and Pokorná 2004).

5.1.5 Foreign and archaic terminology

Foreign terminology and archaisms are usual in legal English because of the ancient history of law (Riley and Sours 2014, 58). A frequent occurrence of terminology may be seen especially in primary sources of law. They ensure the rigidity of the text and correct

interpretation. This subchapter is analysing whether there is an occurrence of foreign terminology or archaisms.

The incidence of English archaisms in treaties was compared based on the publication Law Words: 30 essays on legal words and phrases (1995), which set the foreign and archaic legal terminology. Table 6 shows the results of the analysis.

	Treaty of Paris	**Maastricht Treaty**	**Treaty of Lisbon**
PARLIAMENT	0	2	5
TREATY	32	8	3
ACQUIS COMMUNAUTAIRE	0	2	0
ANNEX	2	0	0
COURT	12	1	1
EVIDENCE	1	0	0
PARTY(IES)	4	0	0
ACTION	3	0	0
APPEAL	3	0	0
EXECUTION	4	0	0

Table 6: The occurrence of words of French origin.

The results show that the English words with a French and Latin origin are preponderant. All words listed in table 6 are words with a French origin. The results show that the most words with a French origin appear in the Treaty of Paris. It may be caused by a fact that the analysed English version of the Treaty of Paris is a translation from a French original. The Maastricht Treaty and the Treaty of Lisbon kept occurrence of these words to a minimum.

Table 7 copies words from table 6 with its Czech, French and Latin translation. French and Latin equivalents have been added to the comparison, whether the Czech translation from the English language uses the words with French (Latin) origin as well. The Column with the Latin terminology has been added to demonstrate the similarity with French, following that all shown French words have its origin in Latin.

EN	FR	Latin	CZ
PARLIAMENT	Parlement	Parliamentum	Parlament
TREATY	Traité	Tractatus	Smlouva
ACQUIS COMMUNAUTAIRE	Acquis communautaire	X	Acquis communautaire
ANNEX	Annexer	Annectere	Příloha
COURT	Cort	Cohors	Soud
EVIDENCE	Évidence	Evidentia	Svědectví
PARTY(IES)	Partie	Partiri	Strana(y)
ACTION	Action	Actio	Rozhodnutí
APPEAL	Apeler	Appelare	Vznést (žalobu)
EXECUTION	Executus	Executer	Exekuce
INSTRUMENT	Instrumentum	Instrumentum	Listina

Table 7: The occurrence of words of French origin with its equivalents

Table 7 demonstrates the proof of derivation from French, based on the similarity of words. However, as far as the CZ translation is concerned, there are only two words derived from French or Latin. The CZ word *Parlament* is obvious, and there is just a slight change to the original one. The second one is *Acquis communautaire* which is not being translated when it comes to the translation in the EU. According to the official website of the EU, *Acquis communautaire* is considered as Eurojargon and its definition is "EU law or rules" (European Commission 2016). The reason of this derivation in the English language is that there are many words with French origin mainly because of its shared history. On the other hand, the Czech language belongs to another family of languages and the Czech legal language is not affected as much as the English one.

As far as archaisms are concerned, there have not been found many in treaties. The analysis of archaisms was based on the online Oxford dictionary (2018) and the book Law Words: 30 essays on legal words and phrases (1995). Table 8 demonstrates archaisms which were found in the English language with a translation into CZ and comments whether the word is considered as an archaism in CZ language as well.

EN	CZ	Archaic word?
SUBSEQUENT	Následný	YES
JOINTLY	Společně	NO
THE SAID	X	X
HEREIN	X	X

Table 8: Archaisms

Archaisms *jointly* and *the said* were found in the Treaty of Paris. The word *subsequent* has been found in the Maastricht Treaty. The Treaty of Lisbon does not contain any archaisms. Czech translators in the Treaty of Paris left out the equivalent of the word *to said*. This provision is rather paraphrased in the Treaty of Paris.

[2]

EN - ... *shall be understood as referring to the clauses of the said Treaty and its annexes* (Treaty of Paris 1951).
CZ - ... *znamenají ustanovení smlouvy i jejích příloh a připojených protokolů* (Pařížská smlouva 1951).

The archaic word *jointly* which has been translated into Czech as *společně* has not been found as an archaism in CZ language.

The conclusion is corresponding to the previous one. According to analysis may be concluded that the treaties do not contain many archaisms.

5.2 Grammatical Level

The grammatical part of the analysis analyses syntactic-morphological aspects appearing in the Treaties. This chapter is a practical application of chapter 2.3.2 from the theoretical part.

5.2.1 Length and Structure of Sentences

Table 9 represents the number of sentences and an approximate number of words per sentences both in CZ and EN versions.

	Treaty of Paris EN	**Treaty of Paris CZ**	**Maastricht Treaty EN**	**Maastricht Treaty CZ**	**Treaty of Lisbon EN**	**Treaty of Lisbon CZ**
Sentences	85	156	23	25	34	37
Ø number of words/sentence	30	21	33	20	27	20

Table 9: Number of sentences in documents

It is evident from table 9 that the higher average number of words per sentence have the EN versions. The EN versions have in average thirty words per sentence while the CZ versions have twenty. This distinction may be caused by the different grammatical structures of Czech and English sentences. The main difference between the structures of CZ and EN sentences is that the English language uses a definite *the* or indefinite *a/an* article before every noun

in the singular (with some exceptions also in plural) form. The Czech language does not have this phenomenon.

Another distinction which causes this difference is the preposition *of*, which is being expressed by the second case in CZ language (Hladký 1991, 50). The preposition *of* is also one of three most commonly used words in all analysed treaties. Example [4] demonstrates the comparison of this phenomena.

[4]

EN*: - to strengthen the protection of the rights and interests of the nationals of its Member States through the introduction of a citizenship of the Union* (Maastricht Treaty 1992).
CZ*: - upevňovat ochranu práv a zájmů státních příslušníků svých členských států zavedením občanství Unie* (Maastrichtská smlouva 1992).

5.2.1.1 Usage of Articles

Articles	Treaty of Paris	Maastricht Treaty	Treaty of Lisbon
A	36	16	6
An	16	2	1
The	347	94	81
Total	399	112	88
Ø number of articles in a sentence	**13**	**3**	**3**

Table 10: Usage of articles in English versions of documents

Table 10 demonstrates the total number of articles used in EN versions of treaties. While taking into account the comparative translational method, it is evident that the different grammar rules of these two languages cause a difference in an average number of words per sentence. According to table 10, the article *the* has the most extensive representation, and in fact, it turned out that it is the most frequent word of all words used in treaties. It represents about 13% of the total. Such a wide representation of the article *the* is also caused by the fact, that for English grammar, it is a definite article which refers to proper nouns (Hladký 1991, 64).

Table 11 demonstrates the most common proper names used in the treaties. The definite article *the* denotes proper names of institutions of the EU. However, the usage of the article *the* in a legal context is not only the question of grammar, but it moves into the level of discourse analysis, and it dictates the cohesiveness of legal texts (Cramer 2011, 103).

	Treaty of Paris	Maastricht Treaty	Treaty of Lisbon
The Union	0	12	14
The European Parliament	0	2	5
The Council	14	3	5
The member states	10	4	5
The Treaties	0	0	3
The Community	13	0	0

Table 11: The most common proper names used in documents

5.2.1.2 The Sentence Structure

As far as the structure of sentences is concerned, they are following the general rules of grammar of a given language. English, as well as the Czech language, follow the same rule for structuring a sentence – SVO (subject – verb – object) and this structure may be completed with an adverbial of time, place or manner (Hladký 1991, 64). However, the Czech language is being referred to as more flexible in comparison to English. It also supports the fact that the Czech language is unlike the English language a pro-drop language, meaning that it is possible to omit a subject (Machová and Charvátová 2017, 13). This difference between the languages has been the subject of analysis as well. Example [5] is an example of an omission of a subject in the Czech sentence with a comparison to an English equivalent where the omission of the subject is ungrammatical (Machová and Charvátová 2017, 13).

Example [5] is an extract from the article C of the Maastricht Treaty. Another example may be found, for instance in article 88 of the Treaty of Paris.

[5]

CZ: *V rámci svých pravomocí zajišťují provádění těchto politik* (Maastrichtská smlouva 1992).
EN: *<u>They</u> shall ensure the implementation of these policies* (Maastricht Treaty 1992).

The personal pronoun *oni* was dropped in the CZ version whereas in the EN version the subject is expressed by the personal pronoun *they*. The EN version of a sentence would be ungrammatical without this pronoun. However, in the Czech version of treaties, the phenomenon of dropping subjects is not used very often, and the sentences are constructed more precisely according to grammatical rules to ensure the correct interpretation. In the regulatory environment, the dropping of a subject may cause troubles which have to be later dealt by courts of justice. It has to be noticed that in the analysed part of the Treaty of Lisbon were not found any dropped subjects.

Treaty of Lisbon reveals another phenomenon which occurs in most paragraphs. This phenomenon is in the theory of syntax called fronting. Fronting means that the constituent is moved in front of the subject (Machová and Charvátová 2017, 60). An example of fronting is demonstrated on example [6]. The fronted constituents are underlined. The subjects are (EN) *the Union* and (CZ) *Unie*.

[6]

CZ: *Při vymezování a provádění svých politik a činností se Unie zaměřuje na boj proti jakékoliv diskriminaci na základě pohlaví, rasy nebo etnického původu, náboženského vyznání nebo přesvědčení, zdravotního postižení, věku nebo sexuální orientace* (Lisabonská smlouva 2008).
EN: *In defining and implementing its policies and activities, the Union shall aim to combat discrimination based on sex, racial or ethnic origin, religion or belief, disability, age or sexual orientation* (Treaty of Lisbon 2008).

This phenomenon has also been found in two other analysed documents, however, not in such a great quantity as in the Treaty of Lisbon. Fronting has been discovered in the Treaty of Paris, however, not in both versions. In Article 76 of the Treaty of Paris was fronting used only in the EN version and in the CZ one was not as demonstrates example [7].

[7]

CZ: *Společenství požívá na území členských států výsad a imunit potřebných k plnění jeho úkolů, a to za podmínek stanovených v Protokolu z 8. 4. 1965 o výsadách a imunitách Evropských společenství* (Pařížská smlouva 1951).
EN: *Under the conditions set forth in an annexed Protocol, the Community shall enjoy on the territory of the member States the privileges and immunities necessary to the exercise of its functions* (Treaty of Paris 1951).

5.2.2 Text-structuring patterns

The chapter 2.3.2.1 mentions text-structuring patterns. These text- structuring patterns are part of analysed documents as well. The analysis discovered following patterns consisting of three to five words.

Treaty of Paris	**EN**	**CZ**
	...in accordance with the provisions…	…v souladu s ustanovením …
	...by virtue of present treaty …	...na základě této smlouvy…
Maastricht Treaty	**EN**	**CZ**
	...in accordance with the conditions…	...za podmínek a…
Treaty of Lisbon	**CZ**	**EN**
	...the status under national law…	postavení které podle vnitrostátního práva

Table 12: Text-structuring patterns

Table 12 contains the text-structuring patterns appearing in documents more than once. Their occurrence has been noted in the middle of sentences. As far as the equivalents in the target language are concerned, there is a requirement also on the fixed translations. These equivalents may be found in legal dictionaries.

5.2.3 Passives

Table 13 demonstrates numbers of sentences and an average percentage of the use of passive voice in proportion to the overall English texts.

Treaty of Paris	**Maastricht Treaty**	**Treaty of Lisbon**
36	8	4
16.4 %	11.8 %	4.3 %

Table 13: Passives

The occurrence of verbs in passive voice is in the form of third person singular (EN – *is submitted*, CZ – *je předložen*), third person plural (EN – *are approved*, CZ – *jsou schváleny*) or in the infinitive (EN - *be integrated*, CZ – *být zahrnuty*). Unlike English, the Czech language disposes of additional type of passive voice, called *zvratný pasiv* (Adam 2017, 78). Passives in the treaties are expressed mostly in the present tense, however, in the Treaty of Paris have also been found in the future tense. It has to be noticed that in EN versions are passives expressed mainly in the form of the infinitive. However, the most translations of passives with the verb *be* in infinitive are translated into Czech in the form of the third person singular or plural. The exception has been noticed in the Treaty of Paris where is the half of passives formed in the third person singular, and the other half is in the infinitive. As far as the Czech version of the Treaty of Paris is concerned, there has not

been found the rule for the translation of sentences with passive voice. Ways of translations are shown on the examples [8] to [13].

[8]

EN*: The seat of the institutions of the Community shall be fixed by common agreement of the governments of the member States* (Treaty of Paris 1951).
CZ*: Sídlo orgánů Společenství určí vlády členských států* (Pařížská smlouva 1951).

Example [8] demonstrates the example where the English passive was translated into the Czech language as future tense.

[9]

EN*: The general estimate shall be included in the annual report presented by the High Authority to the Assembly under the provisions of Article 17* (Treaty of Paris 1951).
CZ: *Návrh rozpočtu musí být předložen Evropskému parlamentu nejpozději do 5. října roku, který předchází příslušný rozpočtový rok* (Pařížská smlouva 1951).

Example [9] is the literal translation of the passive sentence.

[10]

EN: *It is also applicable to those European territories whose foreign relations are assumed by a member State* (Treaty of Paris 1951).
CZ: *Vztahuje se i na evropská území, jejichž zahraniční vztahy některý signatář převzal* (Pařížská smlouva 1951).

In example [10] was the whole Czech sentence translated by a free translation and the passive construction is omitted.

[11]

EN*: (b) adopt measures or authorize the other member States to adopt measures involving an exception to the provisions of Article 4, so as to correct the effects of the delinquency in question* (Treaty of Paris 1951).
CZ: *b) učinit, anebo zmocnit jiné členské státy, aby učinily opatření odchylná od článku 4, a to za tím účelem, aby byly napraveny účinky konstatovaného neplnění povinností* (Pařížská smlouva 1951).

Number [11] demonstrates the opposite of example [10]. Example [11] shows the case when the original version did not use the passive voice, and the verb is expressed in the infinitive.

[12]

EN: *They shall be enforced on the territory of member States through the legal procedures in effect in each of these States* (Treaty of Paris 1951).
CZ: *Nucená exekuce na území členských států se provádí v právních formách platných v každém z těchto států* (Pařížská smlouva 1951).

An example [12] is a demonstration of use of Czech *zvratný pasiv*, which English does not have.

The translation of the Treaty of Paris has been done by free translation, and examples [8] to [12] demonstrates its possible usage. The translations of later treaties have been found more rigid in the comparison to the oldest one. The Maastricht treaty has in EN version 76% of its passives in the form of the infinitive. Some of them were transferred Czech translation into an active sentence as it is demonstrated on example [8]. However, in EN version of the Maastricht Treaty, most of the passives in the form of infinitive were translated into Czech as a third person singular or a third person plural. See example [13].

[13]

EN: *The objectives of the Union shall be achieved as provided in this Treaty and in accordance with the conditions and the timetable set out therein while respecting the principle of subsidiarity as defined in Article 3b of the Treaty establishing the European Community* (Maastricht Treaty 1992).
CZ: *Cílů Unie je dosazováno za podmínek a v časovém sledu stanoveném touto smlouvou při dodržení zásady subsidiarity vymezené v článku 3b Smlouvy o založení Evropského společenství* (Maastrichtská smlouva 1992).

The Treaty of Lisbon contains only four examples of passive sentences. All of them has the verb *be* in infinitive and translation into the Czech language has been done either literal translation or conversion of the infinitive be into the third person of singular or plural.

5.2.4 Modal verbs

Modal verbs play a significant role in the legal language. Table 14 indicates an occurrence of English modals in treaties.

	Treaty of Paris EN	Maastricht Treaty EN	Treaty of Lisbon EN
Shall	43	19	21
May	20	1	0
Might	0	1	0
Could	0	0	0
Can	1	0	0
Must	0	0	1
Would	0	0	0
Will (modal)	0	0	0
Should	3	0	0

Table 14: Occurrence of modal verbs

The most abundant representation has the modal verb *shall*. Modal verb *shall* express obligation, permission or prohibition in English and it is being translated into Czech with the same connotation as *muset, mám, chystám se* (Vít 2018). The way *shall* was translated in documents is demonstrated on following examples. However, it was noticed that most of the time the Czech equivalent of *shall* was not expressed.

[14]

EN: *Under the conditions set forth in an annexed Protocol, the Community shall enjoy on the territory of the member States the privileges and immunities necessary to the exercise of its functions.* (Treaty of Paris 1951).
CZ: *Společenství požívá na území členských států výsad a imunit potřebných k plnění jeho úkolů* (Pařížská smlouva 1951).

In the Czech version is a verb for permission omitted and it is expressed only by the verb in present tense.

[15]

EN: Its task shall be to organize, in a manner demonstrating consistency and solidarity, relations between the Member States and between their peoples.
CZ: Jejím posláním je utvářet vztahy mezi členskými státy a mezi jejich národy na základě soudržnosti a solidarity.

Example [15] is an example of expression an obligation. In EN version is the obligation expressed by a modal verb shall, whereas in CZ version is shown only as a verb in present tense.

[16]

EN: The objectives of the Union shall be achieved as provided in this Treaty and in accordance with the conditions and the timetable set out therein while respecting the principle of subsidiarity as defined in Article 3b of the Treaty establishing the European Community (Maastricht Treaty 1992).
CZ: Cílů Unie je dosazováno za podmínek a v časovém sledu stanoveném touto smlouvou při dodržení zásady subsidiarity vymezené v článku 3b Smlouvy o založení Evropského společenství (Maastrichtská smlouva 1192).

The usage of shall in passive sentences has its share in documents as well. The modal verb itself has no meaning in a passive sentence. However, it modifies the verb as it is demonstrated on example [16]. In the Maastricht Treaty and the Treaty of Lisbon, the modal verb *shall* translated is only as it is represented on example [16].

The usage of modal verb shall in terms of obligations is demonstrated on example [17].

[17]

EN: *The general estimate shall be included in the annual report presented by the High Authority to the Assembly under the provisions of Article 17* (Treaty of Paris 1951).
CZ: *Návrh rozpočtu musí být předložen Evropskému parlamentu nejpozději do 5. října roku, který předchází příslušný rozpočtový rok* (Pařížská smlouva 1951).

As far as another expression of obligation is concerned, in the Maastricht Treaty was not found. In the Treaty of Lisbon was found one obligation, expressed by a modal verb *must.*

Treaty of Paris contains the high occurrence of a modal verb *may*. They are being translated literary into CZ as Czech modal verb *může* as it shows example [18]. In the Maastricht Treaty was the modal verb *may* used only once and the translation into Czech has been done the same as in example [14].

[18]

EN*: Additions may be made to the lists set forth in this annex by unanimous decision of the Council* (Treaty of Paris 1951).
CZ: *Seznamy obsažené v této příloze může Rada doplňovat jednomyslným usnesením* (Pařížská smlouva 1951).

5.3 Discourse Analysis

As it has been already noticed, this part of the analysis is being done based on Halliday and Hasan's cohesive devices. The texts are being analysed by referencing, substitution and conjunction.

5.3.1 Referencing

Table 15 demonstrates how many times terms of reference in English versions of treaties were used. The analysis is based on endophoric referencing. There have been found 605 terms of reference throughout all texts. The most significant representation has the definite article *the* because as it has been already mentioned, the article *the* usually dictates the cohesiveness of the text.

Besides the definite article, there is also the apparent difference in usage of references term across the treaties. In the Treaty of Paris was found that the largest representation has personal pronouns, on the other hand in the Maastricht Treaty and the Treaty of Lisbon are predominant demonstrative pronouns. Another finding is that the most cohesive devices was found in the Treaty of Paris, on the other hand, the less cohesive devices contains the Treaty

of Lisbon. However, coherence is preserved in all three legal documents. This analysis also reveals the development in time.

	Denotation	Treaty of Paris	Maastricht Treaty	Treaty of Lisbon
Personal pronoun	he	2	0	0
	his	2	0	0
	it	15	1	0
	they	8	3	0
	them	4	1	2
Demonstrative	this	8	7	5
	these	5	1	5
	that	2	0	0
	those	5	0	0
Comparatives	another	3	0	0
	other	9	2	1
Definite article	the	347	94	81
Total		410	109	94

Table 15. References in text

Examples [19] - [22] illustrates some cases where was used the referencing as a cohesive device. Examples also contain CZ translation for comparison how the Czech language dealt with this issue.

[19]

EN*: The Council shall appoint an Auditor to serve for three years. His term may be renewed. He shall exercise his functions in complete independence. The Auditor may not hold any other post in any institution or agency of the Community* (Treaty of Paris 1952).

Example [19] is an example of an anaphora. Personal pronouns *he* and *his* are referring to the previous mentioned *Auditor*. For reason of some inequality in Czech and English versions of the Treaty of Paris, there is no possibility to demonstrate the Czech translation because Czech translation of this paragraph has different wording.

[20]

EN: *The Court of Justice of the European Union, the European Central Bank and the European Investment Bank shall be subject to this paragraph only when exercising their administrative tasks* (Treaty of Lisbon 2008).

CZ: *Soudní dvůr Evropské unie, Evropská centrální banka a Evropská investiční banka podléhají tomuto odstavci, pouze pokud vykonávají své správní funkce* (Lisabonská smlouva 2008).

Example [20] is the case where is the CZ version translated literally from the EN. Both cases are examples of esophoric reference where the word *this* (t*omuto*) refer immediately to following word *paragraph* (*odstavec*). It has to be mentioned that the esophoric references are typical for legal language, mainly denoted by demonstrative pronouns. This type of coherence ensures easier interpretation at the court of justice because demonstrative pronoun refers directly to the exact subject (paragraph or article). If these demonstrative pronouns were not present, it would cause misunderstanding due to the paragraph or article mentioned not being clear enough.

[21]

EN: *The Council and the Commission shall be responsible for ensuring such consistency. They shall ensure the implementation of these policies, each in accordance with its respective powers* (Maastricht Treaty 1992).
CZ: *Rada a Komise odpovídají za zajištění této soudržnosti. V rámci svých pravomocí zajišťují provádění těchto politik* (Maastrichtská smlouva 1992).

Example [21] demonstrates a difference between Czech and English language, where is visible that, that Czech is pro-drop language and the dropping of the subject is possible. Whereas in the EN example is an apparent reference as a pro-form, where pronoun they refer to the Council and the Commission, in CZ version is this third person plural expressed with the help of verb *zajišťovat*.

Another type of reference which is not part of Halliday and Hasan's model is referencing to another text, in this case to another treaty or regulation as demonstrates example [22].

[22]

EN: *Without prejudice to Article 4 of the Treaty on European Union or to Articles 93, 106 and 107 of this Treaty* (Treaty of Lisbon 2007).
CZ: *Aniž jsou dotčeny článek 4 Smlouvy o Evropské unii a články 93, 106 a 107 této smlouvy* (Lisabonská smlouva 2007).

5.3.2 Substitution

The analysis of substitution revealed that this kind of reference is not so common in legal documents. Throughout documents have been found only one nominal substitution in the

Treaty of Paris. Because of the differences in the CZ and EN version, there is no translation for this article in CZ.

[23]

EN: *Each <u>one</u> of the institutions of the Community shall draw up an estimate of its administrative expenditures, broken down into articles and chapters* (Treaty of Paris 1951).

5.3.3 Conjunction

Table 16 shows the conjunctions which were found in treaties. Together have been found 176 conjunctional elements.

		Treaty of Paris	Maastricht Treaty	Treaty of Lisbon
Additive	and	49	33	52
	also	5	0	0
	either	1	0	0
	as well as	2	0	0
Adversative	only	1	0	1
	however	1	0	0
Causal	so	2	0	0
	for	19	6	1
Temporal	then	1	0	0
	Immediately	1	0	0
	since	0	0	1
Total		82	39	55

Table 16: Conjunction references

As far as the translation is concerned, their equivalents in the Czech language have been fulfilled literally with the conjunctions conveying the same semantic meaning. Only for example [24] is visible the formality and features of administrative style within the translation. Collocation *as well as* was translated as *jakož i*, which is not used very often and it is a feature of the formal Czech language.

[24]

EN: *and in addition, as concerns Articles 65 and 66 as well as information required for their application and appeals based upon them, to any enterprise or organization regularly engaged in distribution other than sale to domestic consumers or to artisan industries* (Treaty of Paris 1951).
CZ: *pokud jde o články 65 a 66, jakož i o informace požadované k jejich provádění a žaloby v souvislosti s nimi podávané, též podniky nebo instituce, které provozují pravidelně distribuční činnost jinou než prodej domácnostem nebo drobným řemeslníkům* (Pařížská smlouva 1951).

Although many cohesive elements have been found in the analysis of conjunctions, the referential analysis still prevails.

CONCLUSION

Purpose of this bachelor thesis was to make a discourse analysis of fundamental treaties of the European Union. It was drawn up descriptive and critical discourse analysis of both English and Czech translated versions of treaties. The main aim was to find out whether there are some changes both in English legal language and in Czech versions of translations considering the timeline. Another aspect that has been analysed was the occurrence of Eurojargon within original texts and the comparison whether it affects Czech versions of translations.

In the theoretical part has been defined the concept of discourse analysis with the emphasis on those levels of language which have been used as tools of analysis in the practical part. In the chapter about forensic linguistic have been defined peculiarities of the legal language and the last part was focused on the European Union. In the chapter about the concept of the EU have also been discussed various points of view on these institutional concepts.

The practical part introduced all studied materials with descriptions of their nature and purpose, followed by qualitative and quantitative analyses of lexicology, grammar, and discourse. The breakthrough discovery has been found during the comparative analysis of Czech and English versions of the Treaty of Paris. It has been found out that the Czech version does not entirely match the English one. In the Czech version has been changed the Article 78 and also, there have been added some extra paragraphs. This phenomenon would not be unusual if the document was marked as amended or if there were some footnotes as it is usual in legal documents. However, the Czech version of translation which was downloaded from official websites of the Government of the Czech Republic does not have any of these indications of amendments from which it follows that one can regard it as identical with the original. This finding may be considered as one of the administrative mistakes of the Government of the Czech Republic. While it is true that the Czech Republic enter the European Union more than fifty years after the drafting of this original treaty, there is no excuse for publishing a translation of a legal document that does not correspond to the original without any notice. Therefore, it must be noted that some of the quantitative data in the Treaty of Paris may not be considered as reliable, because there has to be an awareness of this difference. The other treaties which were also published on the official website of the Government of the Czech Republic corresponded to the originals both from the qualitative and quantitative points of view.

As far as the main findings of the analyses are concerned, from the point of view of lexicology, all three treaties contain common legal terminology with the same translation over past years. As something that can be considered as an evolution over time is the amendment concerning the title on the general provision, which has changed in both the EN and CZ legal documents over the last fifty years. As far as Eurojargon is concerned, it has been surprisingly found that the occurrence of Eurojargon was kept on minimum even in the youngest Treaty. Archaisms and foreign terminology have been found predominantly in the EN version of the Treaty of Paris. French words have the predominance in the Treaty of Paris which may be caused by the fact that this treaty was originally draft in French and translated later to the English. However, CZ versions do not contain words with French origin, and the occurrence of archaisms is at a minimum.

The grammatical part applied the theoretical part of the concrete examples from the treaties. These grammatical aspects have been compared and commented with Czech equivalents. The most grammatical phenomena and the peculiarities of translation into Czech were found in the Treaty of Paris. There has also been found another grammatical aspect which is not mentioned in the theoretical part named fronting.

In the analysis of discourse have been found that referring devices were the predominant cohesive ties in the text. The reason is that analysed texts are written text, and the need to keep participants in the discourse gives rise to the predominant use of the personal and demonstrative pronouns. It follows that these cohesive devices are essential for understanding the written discourse, especially the legal one.

When comparing all three documents regarding the way of translation, there have been found differences between them. Treaty of Paris has been made as a free translation. Most of the Articles which semantically correspond are written grammatically differently. Maastricht treaty is something between literary and free translation. However, it is closer to the literary one. The Treaty of Lisbon may be in contrast to the Treaty of Paris considered as a literary translation. In the Treaty of Lisbon may be seen the phenomena of the highest accuracy and rigidity as possible. In conclusion, it can be noted that the discourse analysis revealed that the time difference influenced both the content and the style of the English legal language as well as in translated versions.

Discovered differences may agree with the fact that when there were some of the documents drafted there did not exist any norm for the creation of uniform legal documents. The first version of the Interinstitutional style guide was published in 1997, meaning that only the Treaty of Lisbon has been made according to these rules. As far as Czech

translations are concerned, chapter four mentions that translations into the Czech language have been done later after the Czech Republic entered the EU. It means that there cannot be taken into account the date of founding the first translating institution. The quality of Czech translation and its differences in contrast to previous two are evident with the Treaty of Lisbon. Treaty of Lisbon was drafted while the Czech Republic had already ensured qualified translators. As Mr. Feber noted, all legal documents had to be translated quickly after the entrance the CR to the EU (2018), and this quick need of translation could have caused major discrepancies in first two documents. This statement also corresponds to results of the discourse analysis.

It is necessary to realize that this work is analysing only a part of the selected documents and the conclusions need to be perceived as partial. To draw complex conclusions, it is necessary first to perform a discourse analysis of the selected documents as a whole and then to complete their complete evaluation.

In conclusion, it should also be noted that the research carried out during the examined period showed the clear progress of the legal language and the translation services. As a result of this progress, it can be said that the European Union supports the development of multilingualism and it gives the power to its motto "unity in diversity."

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LIST OF ABBREVIATIONS

CZ	Czech
CR	Czech Republic
EC	European Community
ECSC	European Coal and Steel Community
EEC	European Economic Community
EN	English
EU	European Union
IATE	Interactive Terminology for Europe
IT	Italian
TEC	Treaty establishing the European Community
TFEU	Treaty on the Functioning of the European Union

LIST OF TABLES

APPENDICES

P1 Treaty establishing the European Coal and Steel Community

P2 Smlouva o založení Evropského společenství uhlí a oceli

P3 Treaty on European Union

P4 Smlouva o Evropské Unii

P5 Consolidated version of the Treaty on the Functioning of the European Union

P6 Konsolidované znění smlouvy o fungování Evropské Unie

APPENDIX P I: TREATY ESTABLISHING THE EUROPEAN COAL AND STEEL COMMUNITY

Article 74

In the cases enumerated below, the High Authority is empowered to take all measures in conformity with the present Treaty, in particular with the objectives defined in Article 3, and to make any recommendations to the governments which do not violate the provisions of the second paragraph of Article 71:

(1) if it is established that countries not members of the Community, or enterprises situated in such countries, are engaging in dumping operations or other practices condemned by the Havana Charter;

(2) if a difference between the offers made by enterprises outside the jurisdiction of the Community and those made by enterprises within its jurisdiction is due exclusively to the fact that those of the former are based on competitive conditions contrary to the provisions of the present Treaty;

(3) if one of the products enumerated in Article 81 of the present Treaty is imported into the territory of one or several of the member States of the Community in relatively increased quantities and under such conditions that these imports inflict or threaten to inflict serious damage on production, within the common market, of similar or directly competitive products.

However, recommendations for the establishment of quantitive restrictions may be issued: in the case cited in paragraph (2) above, only with the concurrence of the Council; and in the case cited in paragraph (3) above, only under the conditions set forth in Article 58.

Article 75

The member States bind themselves to keep the High Authority informed of proposed commercial agreements or arrangements to the extent that such agreements relate to coal, steel or the importation of other raw materials and of specialized equipment necessary to the production of coal and steel in the member States.

If a proposed agreement or arrangement should contain clauses interfering with the application of the present Treaty, the High Authority will address the necessary recommendations to the interested State within a period of ten days from the receipt of the communication made to it; it may in any other case issue opinions.

TITLE FOUR – General Provisions

Article 76

Under the conditions set forth in an annexed Protocol, the Community shall enjoy on the territory of the member States the privileges and immunities necessary to the exercise of its functions.

Article 77

The seat of the institutions of the Community shall be fixed by common agreement of the governments of the member States.

Article 78

1. The fiscal year of the Community shall extend from July 1 to June 30.

2. The administrative expenditures of the Community include the expenditures of the High Authority, including those pertaining to the functioning of the Consultative Committee, and those of the Court, of the Secretariat of the Assembly and of the Secretariat of the Council.

3. Each one of the institutions of the Community shall draw up an estimate of its administrative expenditures, broken down into articles and chapters.

However, the number of employees and the scales of salaries, allowances and pensions, to the extent that they are not fixed by virtue of another provision of the Treaty or an implementing regulation, as well as extraordinary expenditures, shall be determined in advance by a Commission composed of the President of the Court, the President of the High Authority, the President of the Assembly and the President of the Council. The President of the Court shall preside over this Commission.

The Commission of Presidents provided for in the preceding paragraph shall group the estimates of expenditures in a general estimate which will include a special section for the expenditures of each institution.

The adoption of this general estimate shall have the effect of authorizing and obligating the High Authority to collect the corresponding receipts in accordance with the provisions of Article 49. The High Authority shall place the funds estimated as required for the functioning of each of the institutions at the disposal of the President of that institution, who may proceed or give instructions to proceed with the commitment or the settlement of expenditures.

The Commission of Presidents may authorize transfers within chapters and from one chapter to another.

4. The general estimate shall be included in the annual report presented by the High Authority to the Assembly under the provisions of Article 17.

5. If the operations of the High Authority or of the Court make it necessary, the respective President may present to the Commission of Presidents a supplementary estimate, subject to the same rules as the general estimate.

6. The Council shall appoint an Auditor to serve for three years. His term may be renewed. He shall exercise his functions in complete independence. The Auditor may not hold any other post in any institution or agency of the Community.

The Auditor shall make an annual report on the regularity of the accounting operations and of the financial management of the various institutions. He shall make this report within six months following the end of the fiscal year to which the accounts pertain, and shall communicate it to the Commission of Presidents.

The High Authority shall transmit this report to the Assembly at the same time as the report provided for in Article 17 of the Treaty.

Article 79

The present Treaty is applicable to the European territories of the member States. It is also applicable to those European territories whose foreign relations are assumed by a member State; an exchange of letters between the government of the German Federal Republic and the government of the French Republic concerning the Saar is annexed to the present Treaty.

Each High Contracting Party binds itself to extend to the other member States the preferential measures which it enjoys with respect to coal and steel in the non-European territories subject to its jurisdiction.

Article 80

The term enterprise, as used in the present Treaty, refers to any enterprise engaged in production in the field of coal and steel within the territories mentioned in the first paragraph of Article 79; and in addition, as concerns Articles 65 and 66 as well as information required for their application and appeals based upon them, to any enterprise or organization regularly engaged in distribution other than sale to domestic consumers or to artisan industries.

Article 81

The terms « coal » and « steel » are defined in Annex I to the present Treaty.

Additions may be made to the lists set forth in this annex by unanimous decision of the Council.

Article 82

The turnover which shall serve as basis for the calculation of the fines and daily penalty payments applicable to enterprises by virtue of the present Treaty shall be the turnover on the products subject to the jurisdiction of the High Authority.

Article 83

The establishment of the Community does not in any way prejudice the regime of ownership of the enterprises subject to the provisions of the present Treaty.

Article 84

In the provisions of the present Treaty, the words « present Treaty » shall be understood as referring to the clauses of the said Treaty and its annexes, of the annexed Protocols, and of the Convention containing the Transitional Provisions.

Article 85

The initial and transitional measures agreed upon by the High Contracting Parties with a view to permitting the application of the provisions of the present Treaty are set forth in an annexed Convention.

Article 86

The member States bind themselves to take all general and specific measures which will assure the

execution of their obligations under the decisions and recommendations of the institutions of the Community, and facilitate the accomplishment of the Community's purposes.

The member States bind themselves to refrain from any measures which are incompatible with the existence of the common market referred to in Articles 1 and 4.

To the extent of their competence, the member States will take all appropriate measures to assure the international payments arising out of trade in coal and steel within the common market; they will lend assistance to each other to facilitate such payments.

Officials of the High Authority charged with verifying information shall enjoy on the territories of the member States, to the extent necessary for the accomplishment of their mission, such rights and powers as are granted by the laws of such States to officials of its own tax services. The missions and the status of the officials charged with them shall be duly communicated to the State in question. Officials of such State may, at the request of such State or of the High Authority, assist those of the High Authority in carrying out their mission.

Article 87

The High Contracting Parties agree not to avail themselves of any treaties, conventions or agreements existing among them to submit any difference arising out of the interpretation or application of the present Treaty to a method of settlement other than those provided for herein.

Article 88

If the High Authority deems that a State is delinquent with respect to one of the obligations incumbent upon it by virtue of the present Treaty, it will, after permitting the State in question to present its views, take note of the delinquency in a decision accompanied by a justification. It will allow the State in question a period of time within which to provide for the execution of its obligation.

Such State may appeal to the Court's plenary jurisdiction within a period of two months from the notification of the decision.

If the State has not taken steps for the fulfillment of its obligation within the period fixed by the High Authority, or if its appeal has been rejected, the High Authority may, with the concurrence of the Council acting by a 2/3 majority:

(a) suspend the payment of sums which the High Authority may owe to the State in question under the present Treaty;

(b) adopt measures or authorize the other member States to adopt measures involving an exception to the provisions of Article 4, so as to correct the effects of the delinquency in question.

An appeal to the Court's plenary jurisdiction may be brought against the decisions taken in application of paragraphs (a) and (b) within two months following their notification.

If these measures should prove inoperative, the High Authority will lay the matter before the Council.

The relations of the institutions of the Community with the Council of Europe will be assured under the terms of an annexed Protocol.

Article 95

In all cases not expressly provided for in the present Treaty in which a decision or a recommendation of the High Authority appears necessary to fulfill, in the operation of the common market for coal and steel and in accordance with the provisions of Article 5 above, one of the purposes of the Community as defined in Articles 2, 3 and 4, such decision or recommendation may be taken subject to the unanimous concurrence of the Council and after consultation with the Consultative Committee.

The same decision or recommendation, taken in the same manner, shall fix any sanctions to be applied.

If, following the expiration of the transition period provided for by the Convention containing the transitional provisions, unforeseen difficulties which are brought out by experience in the means of application of the present Treaty, or a profound change in the economic or technical conditions which affects the common coal and steel market directly, should make necessary an adaptation of the rules concerning the exercise by the High Authority of the powers which are conferred upon it, appropriate modifications may be made provided that they do not modify the provisions of Articles 2, 3 and 4, or the relationship among the powers of the High Authority and the other institutions of the Community.

These modifications will be proposed jointly by the High Authority and the Council acting by a five-sixths majority. They shall then be submitted to the opinion of the Court. In its examination, the Court may look into all elements of law and fact. If the Court should recognize that they conform to the provisions of the preceding paragraph, such proposals shall be transmitted to the Assembly. They will enter into force if they are approved by the Assembly acting by a majority of three-quarters of the members present and voting comprising two-thirds of the total membership.

Article 96

Following the expiration of the transition period, the government of each member State and the High Authority may propose amendments to the present Treaty. Such proposals will be submitted to the Council. If the Council, acting by a two-thirds majority, approves a conference of representatives of the governments of the member States, such a conference shall be immediately convoked by the President of the Council, with a view to agreeing on any modifications to be made in the provisions of the Treaty.

Such amendments will enter into force after having been ratified by all of the member States in conformity with their respective constitutional rules.

Article 97

The present Treaty is concluded for a period of fifty years from the date of its entry into force.

Article 98

Any European State may request to accede to the present Treaty. It shall address its request to the Council, which shall act by unanimous vote after having obtained the opinion of the High Authority. Also by a unanimous vote, the Council shall fix the terms of accession. It shall become effective on the day the

The relations of the institutions of the Community with the Council of Europe will be assured under the terms of an annexed Protocol.

Article 95

In all cases not expressly provided for in the present Treaty in which a decision or a recommendation of the High Authority appears necessary to fulfill, in the operation of the common market for coal and steel and in accordance with the provisions of Article 5 above, one of the purposes of the Community as defined in Articles 2, 3 and 4, such decision or recommendation may be taken subject to the unanimous concurrence of the Council and after consultation with the Consultative Committee.

The same decision or recommendation, taken in the same manner, shall fix any sanctions to be applied.

If, following the expiration of the transition period provided for by the Convention containing the transitional provisions, unforeseen difficulties which are brought out by experience in the means of application of the present Treaty, or a profound change in the economic or technical conditions which affects the common coal and steel market directly, should make necessary an adaptation of the rules concerning the exercise by the High Authority of the powers which are conferred upon it, appropriate modifications may be made provided that they do not modify the provisions of Articles 2, 3 and 4, or the relationship among the powers of the High Authority and the other institutions of the Community.

These modifications will be proposed jointly by the High Authority and the Council acting by a five-sixths majority. They shall then be submitted to the opinion of the Court. In its examination, the Court may look into all elements of law and fact. If the Court should recognize that they conform to the provisions of the preceding paragraph, such proposals shall be transmitted to the Assembly. They will enter into force if they are approved by the Assembly acting by a majority of three-quarters of the members present and voting comprising two-thirds of the total membership.

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instrument of accession is received by the government acting as depository of the Treaty.

Article 99

The present Treaty shall be ratified by all the member States in accordance with their respective constitutional rules; the instruments of ratification shall be deposited with the Government of the French Republic.

The Treaty shall enter into force on the date of the deposit of the instrument of ratification of the last signatory nation to accomplish that formality.

In the event that all the instruments of ratification have not been deposited within a period of six months following the signature of the present Treaty, the governments of the States which have effected such deposit will consult among themselves on the measures to be taken.

Article 100

The present Treaty, drawn up in a single copy, shall be deposited in the archives of the Government of the French Republic, which shall transmit a certified copy thereof to each of the governments of the other signatory States.

IN WITNESS WHEREOF the undersigned Plenipotentiaries have placed their signatures and seals at the end of the present Treaty.

Done at Paris, the eighteenth of April one thousand nine hundred and fifty-one.

ADENAUER.
Paul VAN ZEELAND.
J. MEURICE.
SCHUMAN.
SFORZA.
Jos. BECH.
STIKKER.
VAN DEN BRINK.

APPENDIX P II: SMLOUVA O ZALOŽENÍ EVROPSKÉHO SPOLEČENSTVÍ UHLÍ A OCELI

Členské státy se zavazují podávat Komisi informace o projektech obchodních smluv nebo dohod se stejným účinkem, pokud se týkají uhlí a oceli nebo dovozu jiných surovin a speciálních zařízení nutných k výrobě uhlí a oceli v členských státech.

Jestliže některý projekt smlouvy nebo dohody obsahuje doložky, které odporují provádění této smlouvy, dá Komise příslušnému státu potřebná doporučení do deseti dnů poté, co jí byl projekt oznámen; ve všech ostatních případech může zaujímat stanoviska.

HLAVA IV
OBECNÁ USTANOVENÍ

• **Článek 76 Výsady a imunity**

Společenství požívá na území členských států výsad a imunit potřebných k plnění jeho úkolů, a to za podmínek stanovených v Protokolu z 8. 4. 1965 o výsadách a imunitách Evropských společenství.

• **Článek 77 Sídlo orgánů**

Sídlo orgánů Společenství určí vlády členských států společnou dohodou.

• **Článek 78 Rozpočet**

1. Rozpočtový rok začíná 1. ledna a končí 31. prosince.

Rozpočtové výdaje Společenství zahrnují výdaje Komise včetně výdajů na Poradní výbor a výdaje Evropského parlamentu, Rady a Soudního dvora.

2. Každý orgán Společenství vypracuje do 1. července odhad svých rozpočtových výdajů. Komise shrne tyto odhady do předběžného návrhu rozpočtu. Připojí k němu své stanovisko, které může obsahovat odlišné odhady.

Tento předběžný návrh zahrnuje předpokládané příjmy a výdaje.

3. Komise předloží předběžný návrh rozpočtu Radě nejpozději 1. září roku, který předchází příslušný rozpočtový rok.

Má-li Rada v úmyslu odchýlit se od předběžného návrhu, konzultuje s Komisí, a v případě potřeby i s jinými zúčastněnými orgány.

O návrhu rozpočtu se Rada usnáší kvalifikovanou většinou a předkládá jej Evropskému parlamentu.

4. Návrh rozpočtu musí být předložen Evropskému parlamentu nejpozději do 5. října roku, který předchází příslušný rozpočtový rok.

Evropský parlament může většinou hlasů svých poslanců doplnit návrh rozpočtu a většinou odevzdaných hlasů může Radě navrhnout změny tohoto návrhu, pokud jde o výdaje, které obligatorně vyplývají ze smlouvy nebo z právních aktů vydaných na jejím základě.

Vysloví-li Evropský parlament s návrhem rozpočtu do 45 dnů po jeho obdržení souhlas, je rozpočet s konečnou platností schválen. Rozpočet se rovněž považuje za schválený s konečnou platností, jestliže Evropský parlament během této lhůty návrh rozpočtu ani nedoplní, ani v něm nenavrhne změny.

Jestliže během této lhůty Evropský parlament přijme doplňky nebo navrhne změny, bude předložen návrh rozpočtu s těmito doplňky nebo s návrhy změn Radě.

5. Po projednání návrhu rozpočtu s Komisí a případně s dalšími zúčastněnými orgány se Rada usnáší takto:

a) Rada může kvalifikovanou většinou změnit kterýkoli doplněk přijatý Evropským parlamentem,

b) pokud jde o návrhy změn:

– nevede-li změna navržená Evropským parlamentem ke zvýšení celkové částky výdajů orgánu, zejména proto, že zvýšení by zjevně bylo vyrovnáno jednou nebo více navrženými změnami, které povedou k odpovídajícímu snížení výdajů, může Rada zamítnout takový návrh změny kvalifikovanou většinou. Nebude-li vydáno zamítavé rozhodnutí, je návrh změny přijat,

– vede-li změna navržená Evropským parlamentem ke zvýšení celkové částky výdajů orgánu, může Rada kvalifikovanou většinou návrh změn přijmout. Nebude-li vydáno rozhodnutí o jeho přijetí, je návrh změny zamítnut,

– jestliže podle jednoho ze dvou předchozích pododstavců Rada návrh změny zamítla, může kvalifikovanou většinou buď ponechat částku uvedenou v návrhu rozpočtu, nebo určit částku jinou.

Návrh rozpočtu bude upraven podle návrhů změn přijatých Radou.

Nezmění-li Rada v patnáctidenní lhůtě od předložení návrhu rozpočtu žádný z doplňků přijatých Evropským parlamentem a přijme-li jeho návrhy změn, rozpočet se považuje za schválený s konečnou platností. Rada informuje Evropský parlament, že nezměnila žádný z doplňků a že návrhy změn byly přijaty.

Změní-li Rada v této lhůtě jeden nebo více doplňků přijatých Evropským parlamentem nebo jestliže jeho návrhy změn zamítne nebo změní, změněný návrh rozpočtu znovu předloží Evropskému parlamentu. Rada informuje Evropský parlament o výsledcích svého jednání.

6. Evropský parlament, který byl informován o výsledku projednání svých návrhů změn, může do patnácti dnů po předložení návrhu rozpočtu doplnit nebo zamítnout většinou hlasů svých členů a třípětinovou většinou odevzdaných hlasů změny doplňků provedené Radou a schválit rozpočet. Jestliže Evropský parlament v této lhůtě nepřijme žádné usnesení, považuje se rozpočet s konečnou platností za schválený.

7. Po skončení řízení podle tohoto článku vyhlásí předseda Evropského parlamentu, že rozpočet je s konečnou platností schválen.

8. Evropský parlament však může ze závažných důvodů většinou hlasů svých poslanců a dvoutřetinovou většinou odevzdaných hlasů návrh rozpočtu zamítnout a požadovat předložení nového návrhu.

9. Pro všechny výdaje, které nevyplývají obligatorně ze smlouvy nebo právních aktů vydaných na jejím základě, se každoročně stanoví maximální sazba, o kterou mohou být výdaje stejné povahy oproti běžnému rozpočtovému roku zvýšeny.

Po projednání s Výborem pro hospodářskou politiku stanoví Komise tuto maximální sazbu podle:

– vývoje objemu hrubého národního produktu ve Společenství,

– průměrné změny rozpočtů členských států a

– vývoje životních nákladů během předchozího rozpočtového roku.

Maximální sazba bude oznámena před 1. květnem všem orgánům Společenství. Orgány jsou povinny ji při přípravě rozpočtu respektovat, pokud není ve čtvrtém a pátém pododstavci stanoveno jinak.

Převyšuje-li u výdajů, které nevyplývají obligatorně ze smlouvy nebo z právních aktů vydaných na jejím základě, míra zvýšení podle návrhu rozpočtu sestaveného Radou polovinu maximální sazby, může Evropský parlament v rámci výkonu své pravomoci přijímat doplňky dále zvýšit celkovou částku těchto výdajů nejvýše o polovinu maximální sazby.

Jestliže Evropský parlament, Rada nebo Komise jsou toho názoru, že činnost Společenství nutně vyžaduje překročení sazby stanovené postupem podle tohoto odstavce, může být dohodou Rady a Evropského parlamentu stanovena sazba nová. Rada v takovém případě rozhoduje kvalifikovanou většinou, Evropský parlament většinou hlasů svých poslanců a třípětinovou většinou odevzdaných hlasů.

10. Každý orgán při výkonu pravomocí svěřených mu tímto článkem respektuje ustanovení Smlouvy a právních aktů vydaných na jejím základě, zejména ustanovení, která se týkají vlastních zdrojů jednotlivých společenství a rovnováhy mezi příjmy a výdaji.

11. Konečné stanovení rozpočtu je pro Komisi zmocněním a závazkem vybrat příslušné příjmy podle článku 49.

• Článek 78a **Rozpočet správních výdajů**

Rozpočet správních výdajů se sestavuje v účetní jednotce v souladu s ustanoveními rozpočtového nařízení vydaného podle článku 78h.

Výdaje zahrnuté do rozpočtu správních výdajů se schvalují na rozpočtový rok, nestanoví-li rozpočtové nařízení vydané podle článku 78h jinak.

Podle předpisů vydaných na základě článku 78h lze prostředky vyčleněné na osobní výdaje, které nebyly do konce rozpočtového roku použity, přenášet pouze na následující rozpočtový rok.

Vyčleněné prostředky se člení podle kapitol, v nichž se výdaje seskupují podle druhu nebo určení je-li to žádoucí, kapitoly se dále člení v souladu s rozpočtovým nařízením vydaným podle článku 78h.

Aniž by byla dotčena zvláštní úprava určitých společných výdajů, uvádějí se výdaje Evropského parlamentu, Komise a Soudního dvora ve zvláštních částech rozpočtu správních výdajů.

• Článek 78b **Rozpočtové provizorium**

1. Nebyl-li na počátku rozpočtového roku rozpočet ještě schválen, je možno ve vztahu ke každé kapitole nebo oddílu rozpočtu vydat každý měsíc v souladu s nařízením vydaným podle článku 78h až jednu dvanáctinu prostředků určených na minulý rozpočtový rok; Komise však může disponovat každý měsíc nanejvýš dvanáctinou prostředků, jež jsou stanoveny v připravovaném návrhu rozpočtu.

Komise je zmocněna a povinna příspěvky ve výši stanovené v minulém rozpočtovém roce zvýšit, nesmí však přitom překročit výši, která by byla dána v případě, kdyby byl návrh rozpočtu schválen.

2. Při respektování zvláštních ustanovení odstavce 1 může Rada kvalifikovanou většinou schválit výdaje, které tuto dvanáctinu přesahují. Zmocnění a povinnost zvýšit příspěvky lze tomu odpovídajícím způsobem přizpůsobit.

Týká-li se toto rozhodnutí výdajů, které obligatorně nevyplývají ze smlouvy nebo právních aktů vydaných na jejím základě, předloží Rada rozhodnutí neprodleně Evropskému parlamentu; Evrop-ský parlament může do třiceti dnů většinou hlasů svých poslanců a třípětinovou většinou odevzdaných hlasů odchylně rozhodnout o té části výdajů, která přesahuje jednu dvanáctinu uvedenou v odstavci 1. Rozhodnutí Rady je v této části pozastaveno až do doby, než rozhodne Evropský parlament. Nerozhodne-li Evropský parlament v uvedené lhůtě jinak než Rada, považuje se rozhodnutí Rady za konečné.

• Článek 78c **Provádění rozpočtu**

Komise provádí rozpočet v souladu s ustanoveními rozpočtového nařízení vydaného na základě článku 78h na vlastní odpovědnost a v mezích určených prostředků, v souladu se zásadami řádného finančního hospodaření. Členské státy spolupracují s Komisí, aby zajistily využití rozpočtových prostředků v souladu se zásadou řádného finančního hospodaření.

Nařízení stanoví podrobná pravidla účasti každého orgánu při provádění jeho výdajů.

V rámci rozpočtu může Komise v mezích a za podmínek stanovených nařízením vydaným na základě článku 78h přesouvat prostředky z jedné kapitoly do druhé nebo z jednoho oddílu do druhého.

• Článek 78d **Závěrečný účet**

Komise předkládá každoročně Radě a Evropskému parlamentu závěrečný účet rozpočtového hospodaření. Dále je informuje o finanční bilanci aktiv a pasiv Společenství.

• Článek 78e

(zrušen)

• Článek 78f

(zrušen)

• Článek 78g **Absolutorium**

1. Evropský parlament na základě doporučení Rady, přijatého kvalifikovanou většinou, uděluje Komisi absolutorium za provedení rozpočtu. Za tím účelem Rada a poté Evropský parlament přezkoumávají závěrečný účet a finanční bilanci, uvedené v článku 78d, a výroční zprávu Účetního dvora, k níž jsou připojeny odpovědi kontrolovaných orgánů na zjištění, prohlášení uvedené v článku 45c odstavec 1 pododstavec 2, jakož i příslušné zvláštní zprávy Účetního dvora.

2. Před udělením absolutoria Komisi nebo z jiného důvodu v souvislosti s výkonem svých roz-počtových pravomocí si může Evropský parlament vyžádat od Komise informace o uskutečňování výdajů nebo o fungování systémů finanční kontroly. Komise podá Evropskému parlamentu na jeho žádost všechny nezbytné informace.

3. Komise učiní všechna účelná opatření, aby vyhověla zjištěním uvedeným v rozhodnutích o udělení absolutoria a dalším zjištěním Evropského parlamentu, týkajícím se uskutečňování výdajů, jakož i připomínkám provázejím doporučení Rady, spojená s udělením absolutoria.

Na žádost Evropského parlamentu nebo Rady podá Komise zprávu o opatřeních učiněných na základě těchto zjištění a připomínek, zejména o pokynech daných správám, které jsou odpovědné za plnění rozpočtu. Tyto zprávy jsou také předkládány Účetnímu dvoru.

• Článek 78h **Rozpočtová nařízení; finanční kontrola**

Rada na návrh Komise, po konzultaci s Evropským parlamentem a obdržení stanoviska Účetního dvora jednomyslně:

a) vydává rozpočtová nařízení upravující zejména postup při sestavování a provádění rozpočtu a předkládání a přezkoumávání účtů,

b) určí metody a postupy, podle nichž se rozpočtové příjmy předvídané úpravou vlastních zdrojů Společenství dávají k dispozici Komisi, a určí opatření, kterých bude v případě potřeby použito k zajištění potřebné pokladní hotovosti,

c) stanoví pravidla odpovědnosti finančních kontrolorů, osob s dispozičním oprávněním a účetních, jakož i odpovídající kontrolní opatření.

• Článek 78i **Boj proti podvodům**

Členské státy učiní stejná opatření, aby čelily podvodům postihujícím finanční zájmy Společen-ství, jaká činí, když čelí podvodům postihujícím jejich vlastní finanční zájmy.

Aniž by byla dotčena jiná ustanovení této smlouvy, členské státy koordinují svou činnost zaměřenou na ochranu finančních zájmů Společenství proti podvodům. Za tím účelem organizují s podporou Komise úzkou a pravidelnou spolupráci mezi příslušnými útvary státní správy.

• Článek 79 **Místní působnost**

Tato smlouva se vztahuje na evropská území vysokých smluvních stran. Vztahuje se i na evropská území, jejichž zahraniční vztahy některý signatář převzal.

V souladu s ustanoveními Protokolu č.2 k aktu o podmínkách přístupu Rakouské republiky, Finské republiky a Švédského království se tato smlouva vztahuje na Alandské ostrovy.

Odchylně od předchozích odstavců:

a) tato smlouva se nevztahuje na Faerské ostrovy;

b) tato smlouva se nevztahuje na výsostné zóny Spojeného království Velké Británie a Severního Irska na Kypru;

c) na Normanské ostrovy a na ostrov Man se tato smlouva vztahuje jen nakolik je to nezbytné, aby se zajistilo používání úpravy, která se pokud jde o tyto ostrovy předpokládá v usnesení Rady z 22. ledna 1972 o přístupu nových členských států k Evropskému společenství uhlí a oceli.

Každá vysoká smluvní strana se zavazuje rozšířit na ostatní členské státy preferenční opatření, kterých pro uhlí a ocel používá na neevropských územích podléhajících její pravomoci.

• Článek 80 **Podniky**

Podniky ve smyslu této smlouvy se rozumí podniky, které vyvíjejí výrobní činnost v oboru uhlí a oceli na územích uvedených v článku 79 odstavec 1, a dále, pokud jde o články 65 a 66, jakož i o informace požadované k jejich provádění a žaloby v souvislosti s nimi podávané, též podniky nebo instituce, které provozují pravidelně distribuční činnost jinou než prodej domácnostem nebo drobným řemeslníkům.

• Článek 81 **Uhlí a ocel**

Výrazy "uhlí" a "ocel" jsou definovány v Příloze I k této smlouvě.

Seznamy obsažené v této příloze může Rada doplňovat jednomyslným usnesením.

• Článek 82 **Výpočet obratu**

Obrat sloužící za základ výpočtu pokut a pořádkových trestů, které mohou být ukládány podnikům na základě této smlouvy, je obrat týkající se výrobků podřízených pravomoci Komise.

• Článek 83 **Vlastnictví**

Zřízení Společenství se v ničem nedotýká režimu vlastnictví k podnikům podléhajícím ustanovením této smlouvy.

• Článek 84 **Definice smlouvy**

V ustanoveních této smlouvy slova "tato smlouva" znamenají ustanovení smlouvy i jejích příloh a připojených protokolů.

• Článek 85

(zrušen)

• Článek 86 **Závazky členských států**

Členské státy se zavazují učinit veškerá obecná i zvláštní opatření potřebná k zajištění plnění povinností vyplývajících z rozhodnutí a doporučení orgánů Společenství, jakož i usnadňovat Spole-čenství plnění jeho úkolů.

Členské státy se zavazují, že se budou zdržovat jakýchkoli opatření neslučitelných s existencí společného trhu, jak je vymezen v článcích 1 a 4.

Činí v mezích své pravomoci veškerá opatření potřebná k zajištění mezinárodních platů odpovídajících směně uhlí a oceli na společném trhu a poskytují si k usnadnění těchto platů vzájemnou pomoc.

Zaměstnanci Komise pověření kontrolními úkoly požívají na území členských států v míře nezbytné k plnění svých úkolů práv a pomoci, které právní řády těchto států přiznávají orgánům finanční správy. Konkrétní úkoly, jakož i pověření zaměstnanců těmito úkoly se řádně oznamují příslušným státům. Orgány tohoto státu mohou na jeho vlastní žádost nebo na žádost Komise být nápomocny zaměstnancům Komise při plnění jejich úkolů.

• Článek 87 **Závazek pro případ sporu**

Vysoké smluvní strany se zavazují, že smlouvy, úmluvy nebo prohlášení mezi nimi platné nebudou uplatňovat za tím účelem, aby některý spor týkající se výkladu nebo použití této smlouvy mohly řešit jinak způsobem, než způsoby stanovenými touto smlouvou.

• Článek 88 **Řízení o porušení smlouvy; lhůta**

Jestliže Komise má za to, že některý stát nesplnil některou z povinností, jež mu na základě této smlouvy připadají, konstatuje toto neplnění zdůvodněným rozhodnutím, když předtím poskytla tomuto státu možnost podat své připomínky. Vyměří příslušnému státu lhůtu, v níž se má postarat o splnění své povinnosti.

Tento stát má právo vznést žalobu k Soudu do dvou měsíců poté, co mu bylo oznámeno takové rozhodnutí.

Jestliže se stát o splnění své povinnosti ve lhůtě Komisí stanovené nepostaral, anebo, v případě žaloby, jestliže tato žaloba byla zamítnuta, může Komise na základě souhlasného názoru Rady usnášející se dvoutřetinovou většinou:

a) suspendovat vyplacení částek, které by měla platit na účet příslušného státu na základě této smlouvy;

b) učinit, anebo zmocnit jiné členské státy, aby učinily opatření odchylná od článku 4, a to za tím účelem, aby byly napraveny účinky konstatovaného neplnění povinností.

Proti rozhodnutím učiněným k provedení odstavců a) a b) může být do dvou měsíců po jejich oznámení podána žaloba.

Jestliže se opatření právě zmíněná projeví jako neúčinná, předloží Komise věc Radě.

• Článek 89 **Příslušnost Soudního dvora**

Každý spor mezi členskými státy ve věci provádění této smlouvy, který nelze urovnat jiným prostředkem v této smlouvě stanoveným, může být předložen Soudnímu dvoru na žádost jednoho ze států, které jsou stranami ve sporu.

Soudní dvůr je rovněž příslušný rozhodovat o každém sporu mezi členskými státy, který souvisí s předmětem této smlouvy, je-li mu tento spor předložen na základě rozhodčí dohody.

• Článek 90 **Řízení podle vnitrostátního práva; informace**

Jestliže porušení některého závazku vyplývajícího z této smlouvy, jehož se dopustil některý podnik, je současně též porušením závazku vyplývajícího pro něj z právního řádu státu, jemuž podléhá, a jestliže na základě tohoto právního řádu bylo zahájeno proti tomuto podniku soudní nebo správní řízení, upozorní na to příslušný stát Komisi, která může své rozhodnutí odložit.

Jestliže Komise své rozhodnutí pozastaví, bude informována o průběhu řízení a vyzvána k předložení veškerých dokumentů, znaleckých posudků a svědectví, které se věci týkají. Bude informována též o vydaném konečném rozhodnutí a bude povinna k tomuto rozhodnutí přihlédnout při stanovení sankce, kterou by případně uložila.

• Článek 91 **Zastavení výplat**

Jestliže některý podnik neprovede v předepsaných lhůtách platby, k nimž je vůči Komisi povinen buď na základě některého ustanovení této smlouvy, nebo prováděcího nařízení, anebo na základě peněžní sankce či pořádkového trestu uloženého Komisí, může Komise zastavit, až do výše této platby, výplatu částek, jež by sama byla tomuto podniku povinna platit.

• Článek 92 **Exekuce**

Rozhodnutí Komise obsahující peněžní závazky jsou exekučním titulem.

Nucená exekuce na území členských států se provádí v právních formách platných v každém z těchto států, a to po připojení exekuční doložky užívané ve státě, na jehož území se má rozhodnutí vykonat, aniž by byla prováděna jiná kontrola než ověření autentičnosti těchto rozhodnutí. Tuto formální náležitost obstarává ministr, jehož k tomu každá vláda určí.

Exekuce může být odložena pouze na základě rozhodnutí Soudního dvora.

• Článek 93 **OSN a OECD**

Komise udržuje veškeré potřebné styky s Organizací spojených národů a s Organizací pro hospodářskou spolupráci a rozvoj a pravidelně je informuje o činnosti Společenství.

• Článek 94 **Rada Evropy**

Styky mezi orgány Společenství a Radou Evropy se udržují, podle připojeného Protokolu.

• Článek 95 **Změna pravidel o výkonu pravomocí**

Ve všech případech touto smlouvou nepředvídaných, kdy se nějaké rozhodnutí nebo doporučení Komise jeví nezbytným k tomu, aby v chodu společného trhu uhlí a oceli bylo v souladu s ustanoveními článku 5 dosaženo některého z cílů Společenství, jak jsou vytyčeny v článcích 2, 3 a 4, může být toto rozhodnutí nebo doporučení vydáno na základě souhlasného názoru Rady schváleného jednomyslně a po konzultaci s Poradním výborem.

Stejné rozhodnutí nebo doporučení, vydané stejným postupem, stanoví případně použitelné sankce.

Po uplynutí přechodného období stanoveného v Úmluvě o přechodných opatřeních, jestliže zkušeností zjištěné nepředvídané obtíže ve způsobech provádění této smlouvy anebo hluboká změna hospodářských či technických podmínek, dotýkající se přímo společného trhu uhlí a oceli, si nezbytně vyžádají změnu pravidel týkajících se výkonu pravomoci svěřené Komisi, budou moci být v této pravomoci provedeny potřebné změny, aniž by se však mohly dotknout ustanovení článků 2, 3 a 4 nebo poměru mezi pravomocí svěřenou jednak Komisi, jednak jiným orgánům Společenství.

Tyto změny budou předmětem návrhů sestavených ve vzájemné dohodě Komisí a Radou usnášející se většinou pěti šestin svých členů a budou předloženy Soudnímu dvoru k posudku. Při jejich zkoumání je Soudní dvůr plně oprávněn zhodnotit veškeré stránky faktické i právní. Jestliže na základě tohoto zkoumání Soudní dvůr uzná, že návrhy jsou v souladu s ustanoveními předchozího pododstavce, předloží se návrhy Evropskému parlamentu a vstoupí v platnost, budou-li schváleny většinou tří čtvrtin odevzdaných hlasů a většinou dvou třetin členů Evropského parlamentu.

• Článek 96 **Pozastavení členských práv**

1. Jestliže bylo přijato rozhodnutí o pozastavení hlasovacích práv zástupce vlády členského státu podle článku 7 odstavec 2 Smlouvy o Evropské unii, platí pozastavení těchto hlasovacích práv i ve vztahu k této smlouvě.

2. Kromě toho může Rada, jestliže je podle článku 7 odstavec 1 Smlouvy o Evropské unii zjištěno závažné a trvající porušení zásad uvedených v článku 6 odstavec 1 oné smlouvy, rozhodnout kvalifikovanou většinou o pozastavení určitých práv, která z provádění této smlouvy vyplývají pro daný členský stát. Přitom přihlíží k možným dopadům takového pozastavení na práva a povinnosti fyzických a právnických osob.

Povinnosti dotčeného členského státu vyplývající z této smlouvy jsou pro tento stát v každém případě i nadále závazné.

3. Rada se může následně usnést kvalifikovanou většinou, že změní nebo zruší opatření přijatá podle odstavce 2, jestliže se změnila situace, která vedla k přijetí těchto opatření.

4. Při rozhodování podle odstavce 2 a 3 jedná Rada s odhlédnutím od hlasů zástupce vlády dotčeného státu. Odchylně od článku 205 odstavec 2 platí jako kvalifikovaná většina stejný podíl vážených hlasů dotčených členů Rady, jaký je stanoven v článku 205 odstavec 2.

Tento odstavec též platí, jsou-li hlasovací práva podle odstavce 1 pozastavena. V takových případech se rozhodnutí, které vyžaduje jednomyslnost, přijímá bez hlasu zástupce vlády dotčeného členského státu.

• Článek 97 **Doba, na kterou se smlouva uzavírá**

Platnost této smlouvy končí 23. července 2002.

• Článek 98

(zrušen)

• Článek 99 **Ratifikace; vstup v platnost**

Tato smlouva bude ratifikována všemi členskými státy v souladu s jejich příslušnými ústavními předpisy; ratifikační listiny budou uloženy u vlády Francouzské republiky.

Vstoupí v platnost v den, kdy bude uložena ratifikační listina toho signatářského státu, který tento akt provede jako poslední.

V případě, že všechny ratifikační listiny nebudou uloženy do šesti měsíců po podepsání této smlouvy, dohodnou se vlády států, které uložení provedly, o opatřeních, která je třeba učinit.

• Článek 100 **Platná znění; uložení**

Tato smlouva, sepsaná v jediném vyhotovení, bude uložena v archivech vlády Francouzské republiky, která vydá ověřený opis každé z vlád ostatních států, které podepsaly tuto smlouvu.

Na důkaz toho připojili podepsaní zplnomocněnci ke smlouvě své podpisy a přiložili své pečeti.

Dáno v Paříži osmnáctého dubna tisíc devět set padesát jedna.

APPENDIX P III: TREATY ON EUROPEAN UNION

TITLE I

COMMON PROVISIONS

Article A

By this Treaty, the High Contracting Parties establish among themselves a European Union, hereinafter called "the Union".

This Treaty marks a new stage in the process of creating an ever closer union among the peoples of Europe, in which decisions are taken as closely as possible to the citizen.

The Union shall be founded on the European Communities, supplemented by the policies and forms of cooperation established by this Treaty. Its task shall be to organize, in a manner demonstrating consistency and solidarity, relations between the Member States and between their peoples.

Article B

The Union shall set itself the following objectives:

— to promote economic and social progress which is balanced and sustainable, in particular through the creation of an area without internal frontiers, through the strengthening of economic and social cohesion and through the establishment of economic and monetary union, ultimately including a single currency in accordance with the provisions of this Treaty;

— to assert its identity on the international scene, in particular through the implementation of a common foreign and security policy including the eventual framing of a common defence policy, which might in time lead to a common defence;

— to strengthen the protection of the rights and interests of the nationals of its Member States through the introduction of a citizenship of the Union;

— to develop close cooperation on justice and home affairs;

— to maintain in full the *acquis communautaire* and build on it with a view to considering, through the procedure referred to in Article N (2), to what extent the policies and forms of cooperation introduced by this Treaty may need to be revised with the aim of ensuring the effectiveness of the mechanisms and the institutions of the Community.

The objectives of the Union shall be achieved as provided in this Treaty and in accordance with the conditions and the timetable set out therein while respecting the principle of subsidiarity as defined in Article 3b of the Treaty establishing the European Community.

Article C

The Union shall be served by a single institutional framework which shall ensure the consistency and the continuity of the activities carried out in order to attain its objectives while respecting and building upon the *acquis communautaire*.

The Union shall in particular ensure the consistency of its external activities as a whole in the context of its external relations, security, economic and development policies. The Council and the Commission shall be responsible for ensuring such consistency. They shall ensure the implementation of these policies, each in accordance with its respective powers.

Article D

The European Council shall provide the Union with the necessary impetus for its development and shall define the general political guidelines thereof.

The European Council shall bring together the Heads of State or Government of the Member States and the President of the Commission. They shall be assisted by the Ministers for Foreign Affairs of the Member States and by a Member of the Commission. The European Council shall meet at least twice a year, under the chairmanship of the Head of State or Government of the Member State which holds the Presidency of the Council.

The European Council shall submit to the European Parliament a report after each of its meetings and a yearly written report on the progress achieved by the Union.

Article E

The European Parliament, the Council, the Commission and the Court of Justice shall exercise their powers under the conditions and for the purposes provided for, on the one hand, by the provisions of the Treaties establishing the European Communities and of the subsequent Treaties and Acts modifying and supplementing them and, on the other hand, by the other provisions of this Treaty.

Article F

1. The Union shall respect the national identities of its Member States, whose systems of government are founded on the principles of democracy.

2. The Union shall respect fundamental rights, as guaranteed by the European Convention for the Protection of Human Rights and Fundamental Freedoms signed in Rome on 4 November 1950 and as they result from the constitutional traditions common to the Member States, as general principles of Community law.

3. The Union shall provide itself with the means necessary to attain its objectives and carry through its policies.

APPENDIX P IV: SMLOUVA O EVROPSKÉ UNII

HLAVA I
SPOLEČNÁ USTANOVENÍ

Článek A

Touto smlouvou zakládají Vysoké smluvní strany mezi sebou Evropskou unii (dále jen „Unie").
Tato smlouva představuje novou etapu v procesu vytváření stále užšího svazku mezi národy Evropy, v němž jsou rozhodnutí přijímána co nejblíže občanům.
Unie je založena na Evropských společenstvích doplněných politikami a formami spolupráce stanovenými touto smlouvou. Jejím posláním je utvářet vztahy mezi členskými státy a mezi jejich národy na základě soudržnosti a solidarity.

Článek B

Unie si stanoví tyto cíle:

- podporovat vyvážený a trvale udržitelný hospodářský a sociální pokrok, zejména vytvořením prostoru bez vnitřních hranic, posilováním hospodářské a sociální soudržnosti a zavedením hospodářské a měnové unie, jež v souladu s ustanoveními této smlouvy v konečném důsledku zahrne i jednotnou měnu,
- potvrzovat svou identitu na mezinárodní scéně, zejména prováděním společné zahraniční a bezpečnostní politiky včetně budoucího vymezení společné obranné politiky, která by v určitém okamžiku mohla vést ke společné obraně,
- upevňovat ochranu práv a zájmů státních příslušníků svých členských států zavedením občanství Unie,
- rozvíjet úzkou spolupráci v oblasti spravedlnosti a vnitřních věcí,
- v plném rozsahu zachovávat *acquis communautaire* a rozvíjet je, přičemž se posoudí postupem podle čl. N odst. 2, do jaké míry je potřebné přehodnotit politiky a formy spolupráce zaváděné touto smlouvou s cílem zajistit účinnost mechanismů a orgánů Společenství.

Cílů Unie je dosazováno za podmínek a v časovém sledu stanoveném touto smlouvou při dodržení zásady subsidiarity vymezené v článku 3b Smlouvy o založení Evropského společenství.

Článek C

Unie disponuje jednotnou soustavou orgánů, která zajišťuje soudržnost a nepřetržitost činností uskutečňovaných k dosažení jejích cílů za současného zachování a rozvíjení *acquis communautaire*.
Unie zajišťuje zejména soudržnost všech svých vnějších činností jako celku v rámci své zahraniční, bezpečnostní a hospodářské politiky a politiky rozvoje. Rada a Komise odpovídají za zajištění této soudržnosti. V rámci svých pravomocí zajišťují provádění těchto politik.

Článek D

Evropská rada dává Unii nezbytné podněty pro její rozvoj a vymezuje obecné politické směry tohoto rozvoje.

Evropská rada sdružuje hlavy států nebo předsedy vlád členských států a předsedu Komise. Jim jsou nápomocni ministři zahraničních věcí členských států a jeden člen Komise. Evropská rada se schází alespoň dvakrát ročně za předsednictví hlavy státu či předsedy vlády členského státu, který vykonává předsednictví Rady.

Evropská rada podává Evropskému parlamentu zprávu po každém svém zasedání a každoročně mu předkládá písemnou zprávu o pokroku, jehož Unie dosáhla.

Článek E

Evropský parlament, Rada, Komise a Soudní dvůr vykonávají své pravomoci za podmínek a pro účely, které vymezují jednak ustanovení smluv o založení Evropských společenství a následných smluv a dokumentů, jež je mění či doplňují, a jednak ostatní ustanovení této smlouvy.

Článek F

1. Unie ctí národní identitu svých členských států, jejichž politický systém je založen na zásadách demokracie.

2. Unie ctí základní práva zaručená Evropskou úmluvou o ochraně lidských práv a základních svobod podepsanou v Římě dne 4. listopadu 1950 a ta, jež vyplývají z ústavních tradic společných členským státům, jako obecné zásady práva Společenství.

3. Unie si zajistí prostředky nezbytné pro dosažení svých cílů a pro provádění svých politik.

HLAVA II

USTANOVENÍ POZMĚŇUJÍCÍ SMLOUVU O ZALOŽENÍ EVROPSKÉHO HOSPODÁŘSKÉHO SPOLEČENSTVÍ S CÍLEM ZALOŽIT EVROPSKÉ SPOLEČENSTVÍ

Článek G

Smlouva o založení Evropského hospodářského společenství se mění v souladu s tímto článkem s účelem založit Evropské společenství.

A. V celé Smlouvě:

1) Pojem „Evropské hospodářské společenství" se nahrazuje pojmem „Evropské společenství".

B. V části první „Zásady":

2) Článek 2 se nahrazuje tímto:

„*Článek 2*

Posláním Společenství je vytvořením společného trhu a hospodářské a měnové unie a prováděním společných politik nebo činností uvedených v článcích 3 a 3a podporovat harmonický a vyvážený rozvoj hospodářských činností ve Společenství, trvalý a neinflační růst respektující životní prostředí, vysoký stupeň konvergence hospodářské výkonnosti, vysokou úroveň zaměstnanosti a sociální ochrany, zvyšování životní úrovně a kvality života, hospodářskou a sociální soudržnost a solidaritu mezi členskými státy."

APPENDIX P V: CONSOLIDATED VERSION OF THE TREATY ON THE FUNCTIONING OF THE EUROPEAN UNION

(f) civil protection;

(g) administrative cooperation.

TITLE II
PROVISIONS HAVING GENERAL APPLICATION

Article 7

The Union shall ensure consistency between its policies and activities, taking all of its objectives into account and in accordance with the principle of conferral of powers.

Article 8
(ex Article 3(2) TEC) (1)

In all its activities, the Union shall aim to eliminate inequalities, and to promote equality, between men and women.

Article 9

In defining and implementing its policies and activities, the Union shall take into account requirements linked to the promotion of a high level of employment, the guarantee of adequate social protection, the fight against social exclusion, and a high level of education, training and protection of human health.

Article 10

In defining and implementing its policies and activities, the Union shall aim to combat discrimination based on sex, racial or ethnic origin, religion or belief, disability, age or sexual orientation.

Article 11
(ex Article 6 TEC)

Environmental protection requirements must be integrated into the definition and implementation of the Union policies and activities, in particular with a view to promoting sustainable development.

(1) These references are merely indicative. For more ample information, please refer to the tables of equivalences between the old and the new numbering of the Treaties.

Article 12
(ex Article 153(2) TEC)

Consumer protection requirements shall be taken into account in defining and implementing other Union policies and activities.

Article 13

In formulating and implementing the Union's agriculture, fisheries, transport, internal market, research and technological development and space policies, the Union and the Member States shall, since animals are sentient beings, pay full regard to the welfare requirements of animals, while respecting the legislative or administrative provisions and customs of the Member States relating in particular to religious rites, cultural traditions and regional heritage.

Article 14
(ex Article 16 TEC)

Without prejudice to Article 4 of the Treaty on European Union or to Articles 93, 106 and 107 of this Treaty, and given the place occupied by services of general economic interest in the shared values of the Union as well as their role in promoting social and territorial cohesion, the Union and the Member States, each within their respective powers and within the scope of application of the Treaties, shall take care that such services operate on the basis of principles and conditions, particularly economic and financial conditions, which enable them to fulfil their missions. The European Parliament and the Council, acting by means of regulations in accordance with the ordinary legislative procedure, shall establish these principles and set these conditions without prejudice to the competence of Member States, in compliance with the Treaties, to provide, to commission and to fund such services.

Article 15
(ex Article 255 TEC)

1. In order to promote good governance and ensure the participation of civil society, the Union institutions, bodies, offices and agencies shall conduct their work as openly as possible.

2. The European Parliament shall meet in public, as shall the Council when considering and voting on a draft legislative act.

3. Any citizen of the Union, and any natural or legal person residing or having its registered office in a Member State, shall have a right of access to documents of the Union institutions, bodies, offices and agencies, whatever their medium, subject to the principles and the conditions to be defined in accordance with this paragraph.

General principles and limits on grounds of public or private interest governing this right of access to documents shall be determined by the European Parliament and the Council, by means of regulations, acting in accordance with the ordinary legislative procedure.

Each institution, body, office or agency shall ensure that its proceedings are transparent and shall elaborate in its own Rules of Procedure specific provisions regarding access to its documents, in accordance with the regulations referred to in the second subparagraph.

The Court of Justice of the European Union, the European Central Bank and the European Investment Bank shall be subject to this paragraph only when exercising their administrative tasks.

The European Parliament and the Council shall ensure publication of the documents relating to the legislative procedures under the terms laid down by the regulations referred to in the second subparagraph.

Article 16
(ex Article 286 TEC)

1. Everyone has the right to the protection of personal data concerning them.

2. The European Parliament and the Council, acting in accordance with the ordinary legislative procedure, shall lay down the rules relating to the protection of individuals with regard to the processing of personal data by Union institutions, bodies, offices and agencies, and by the Member States when carrying out activities which fall within the scope of Union law, and the rules relating to the free movement of such data. Compliance with these rules shall be subject to the control of independent authorities.

The rules adopted on the basis of this Article shall be without prejudice to the specific rules laid down in Article 39 of the Treaty on European Union.

Article 17

1. The Union respects and does not prejudice the status under national law of churches and religious associations or communities in the Member States.

2. The Union equally respects the status under national law of philosophical and non-confessional organisations.

3. Recognising their identity and their specific contribution, the Union shall maintain an open, transparent and regular dialogue with these churches and organisations.

APPENDIX P VI: KONSOLIDOVANÉ ZNĚNÍ SMLOUVY O FUNGOVÁNÍ EVROPSKÉ UNIE

f) civilní ochrana;

g) správní spolupráce.

HLAVA II
OBECNĚ POUŽITELNÁ USTANOVENÍ

Článek 7

Unie zajišťuje soudržnost mezi svými jednotlivými politikami a činnostmi s přihlédnutím ke všem svým cílům a v souladu se zásadou svěření pravomocí.

Článek 8
(bývalý čl. 3 odst. 2 Smlouvy o ES) (1)

Při všech svých činnostech usiluje Unie o odstranění nerovností a podporuje rovné zacházení pro muže a ženy.

Článek 9

Při vymezování a provádění svých politik a činností přihlíží Unie k požadavkům spojeným s podporou vysoké úrovně zaměstnanosti, zárukou přiměřené sociální ochrany, bojem proti sociálnímu vyloučení a vysokou úrovní všeobecného a odborného vzdělávání a ochrany lidského zdraví.

Článek 10

Při vymezování a provádění svých politik a činností se Unie zaměřuje na boj proti jakékoliv diskriminaci na základě pohlaví, rasy nebo etnického původu, náboženského vyznání nebo přesvědčení, zdravotního postižení, věku nebo sexuální orientace.

Článek 11
(bývalý článek 6 Smlouvy o ES)

Požadavky na ochranu životního prostředí musí být zahrnuty do vymezení a provádění politik a činností Unie, zejména s ohledem na podporu udržitelného rozvoje.

(1) Tento odkaz je pouze orientační. Podrobnější informace naleznete ve srovnávacích tabulkách mezi bývalým a novým číslováním Smluv.

Článek 12
(bývalý čl. 153 odst. 2 Smlouvy o ES)

Požadavky vyplývající z ochrany spotřebitele budou brány v úvahu při vymezování a provádění jiných politik a činností Unie.

Článek 13

Při stanovování a provádění politik Unie v oblastech zemědělství, rybolovu, dopravy, vnitřního trhu, výzkumu a technologického rozvoje a vesmíru zohledňují Unie a členské státy plně požadavky na dobré životní podmínky zvířat jako vnímajících bytostí; přitom zohlední právní nebo správní předpisy a zvyklosti členských států spojené zejména s náboženskými obřady, kulturními tradicemi a regionálním dědictvím.

Článek 14
(bývalý článek 16 Smlouvy o ES)

Aniž jsou dotčeny článek 4 Smlouvy o Evropské unii a články 93, 106 a 107 této smlouvy a s ohledem na místo, které zaujímají služby obecného hospodářského zájmu mezi společnými hodnotami Unie, a na jejich význam při podpoře sociální a územní soudržnosti, pečují Unie a členské státy v rámci svých pravomocí a v oblasti působnosti Smluv o to, aby zejména hospodářské a finanční zásady a podmínky pro fungování těchto služeb umožňovaly naplnění jejich úkolů. Tyto zásady a podmínky stanoví řádným legislativním postupem formou nařízení Evropský parlament a Rada, aniž je dotčena pravomoc členských států poskytovat, zadávat či financovat tyto služby v souladu se Smlouvami.

Článek 15
(bývalý článek 255 Smlouvy o ES)

1. S cílem podpořit řádnou správu věcí veřejných a zajistit účast občanské společnosti jednají orgány, instituce a jiné subjekty Unie co nejotevřeněji.

2. Evropský parlament, jakož i Rada při projednávání návrhu legislativního aktu a hlasování o něm, zasedají veřejně.

3. Každý občan Unie a každá fyzická osoba s bydlištěm nebo právnická osoba se statutárním sídlem v členském státě má právo na přístup k dokumentům orgánů, institucí a jiných subjektů Unie bez ohledu na použitý nosič, aniž jsou dotčeny zásady a podmínky stanovené v souladu s tímto odstavcem.

Obecné zásady a omezení z důvodu veřejného nebo soukromého zájmu, které upravují výkon tohoto práva na přístup k dokumentům, stanoví Evropský parlament a Rada formou nařízení řádným legislativním postupem.

Každý z výše uvedených orgánů, institucí nebo jiných subjektů zajišťuje transparentnost své činnosti a stanoví ve svém jednacím řádu zvláštní ustanovení o přístupu ke svým dokumentům v souladu s nařízením uvedeným v druhém pododstavci.

Soudní dvůr Evropské unie, Evropská centrální banka a Evropská investiční banka podléhají tomuto odstavci, pouze pokud vykonávají své správní funkce.

Evropský parlament a Rada zajistí zveřejnění dokumentů týkajících se legislativních postupů za podmínek stanovených nařízením uvedeným v druhém pododstavci.

Článek 16
(bývalý článek 286 Smlouvy o ES)

1. Každý má právo na ochranu osobních údajů, které se jej týkají.

2. Evropský parlament a Rada přijmou řádným legislativním postupem pravidla o ochraně fyzických osob při zpracovávání osobních údajů orgány, institucemi a jinými subjekty Unie a členskými státy, pokud vykonávají činnosti spadající do oblasti působnosti práva Unie, a pravidla o volném pohybu těchto údajů. Dodržování těchto pravidel podléhá kontrole nezávislými orgány.

Pravidly přijatými na základě tohoto článku nejsou dotčena zvláštní pravidla uvedená v článku 39 Smlouvy o Evropské unii.

Článek 17

1. Unie uznává postavení, které podle vnitrostátního práva mají církve a náboženská sdružení či společenství v členských státech, a nedotýká se jej.

2. Unie stejným způsobem uznává postavení, které podle vnitrostátního práva mají nekonfesní organizace.

3. Unie udržuje otevřený, transparentní a pravidelný dialog s těmito církvemi a organizacemi, přičemž uznává jejich identitu a jejich osobitý přínos.