Legal and Linguistic Considerations in International Healthcare Agreements: Implications for Clinical Practice

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Abstract: The Trade Agreement between China and the U.S., as any agreement does, imposes obligations or grant rights to the parties. As is known by the public, the Chinese versions comes into being from “translation” of the English version instead of being independently negotiated. The differences between the two legal systems, between the two languages, and even between the mentalities of the two peoples all play a part, not to mention the entanglement of translation theories and legal terms. Every word, be it complex or simple, is associated with obligations and rights, negligence in translation not acceptable.

Keywords: U.S.-China trade agreement; continental law system; Anglo-American law system; contract translation

Introduction

The two great economic powers reached a trade agreement on January 15, 2020 just before Covid-19 started to rage around the world, which, as a demonstration of *force majeure*, makes it impossible for the agreement to be fulfilled. The agreement, designed as it is to promote economic and cultural communication between the two countries, is now de facto discarded. But, is there any leakage with the texts (Chinese and English) themselves that makes them not so applicable? Given the fact that both are "authentic", this impracticability in either text renders both impractical. Can the two parties find any good reason to shy away from their contractual obligations without being punished just because of the different connotations of the expressions? A translator’s perspective with some help of a comparative study of the legal systems in the two countries will provide some insight different from what the economic circle cares about since a translation in this field requires not just translation skills, or proficiency in both languages, but also some preparation in the legal

systems of both countries.

There are considerable differences with the law systems of the two countries, with the two languages, and with how the public think about such legal issues. All this will have some impact on how one language is translated into another. And translation itself, as is widely known within the circle, directed by multiple theories, is quite an elusive matter. When such factors work together, whether the claimed authenticity of the translated text is dependable or not becomes doubtable. A translator's perspective from the outside with considerations of legal traditions might provide some different insight.

As the basis for the following discussion, all the quotations in the following discussion have been exclusively collected from the files on the official site of Ministry of Commerce, People's Republic of China and Office of the United States Trade Representative.

Ⅰ· Major differences in the two legal systems

Mainland China adopts the continent legal system, while the U.S. adopts the Anglo-American common law system. Differences in the two legal systems are remarkable, the greatest being that "the common law legal system perceives law as a tool only to limit state government, whereas according to the continental legal system, it restricts but also empowers state government."[1] Government authorities of the common legal system are concerned with what they cannot do, while the other side are thinking about what they can "rightfully" do by any legal document, and are thus fond of making new laws.

Overview of the major difference in the two legal systems[2]

	Continental law system	American common law system
Source of law	Legislation. Legal codes. The rule of continental law is to build a bridge of available and written collection of the laws which concern all citizens and which judges must follow.	Previous judicial verdicts, with statutes working as supplements to judicial opinions.

Judges' authorities	"Investigators," basing their verdicts on law and on documentary proof，greater flexibility, Likely to be superseded by other authorities	Following precedents, or in the absence of these, fashioning new rules (making law) from logic of related rules or underlying principles Mandatory in similar cases
Administrative justice	Autonomy of judicial jurisdiction (specialized courts, independent arbitrator);	Administrative tribunals (quasi-judicial authorities) who are actively involved in gathering evidence and investigation;
Lawyer's role	Somewhat diminished in court Quasi-legal professionals allowed to play a role in some legal areas	Active in court Dominating the preparation of any legal document, conducting their own pre-trial investigations

This is just a list of the major differences in a layman's eyes, and thus not exhaustive, yet each might play a significant role in deciding how the agreement can be carried out. The agreement that the two versions are equally authentic makes it even more difficult, for each side can have their own interpretation on their own firm standpoint at their own convenience.

Some may argue that the two cannot be clearly demarcated, each being somewhat a hybrid. That surely makes sense, but it does not matter much for our discussion here for what we care about is the mentality nurtured out of the long history of a certain legal environment. The great gap is not likely to be easily bridged, and it is likely to play a considerable role in the fulfillment of the agreement. It matters as regard, in cases of conflicts, whose opinions get voiced, how he does it, and why he gets heard. Each is sure to hold the expression in his own interest. Furthermore, this is a contract, does not the public mentality play a part in its fulfillment?

Major differences in the two languages directly related to the implementation of the agreement

Since both versions are equally authentic, how the intentions or meanings are expressed has to be attended to. The two languages are sharply different from each other, mainly found in: First,

English, being a highly lexicalized language with rich resources of derivatives, compounds, conversions, loans, acronyms, etc., is abundant with synthetic expressions. In contrast to this, Chinese language relies heavily on simpler expressions and phrases, run-on subordinates prevalent and acceptable. The lexical variations in English prove to be very difficult for translators to find equivalents in Chinese. Secondly, for English sentences, grammar plays a very significant role, without which no effective communication can be made. This might be a different story for Chinese: the meaning is likely to be hidden behind the words, and the contextual relationship comes out of the understanding of readers or listeners, interpretation possibly highly varied. Thirdly, meanings conveyed by modal verbs can be quite confusing and elusive in Chinese (some may argue that such modal verbs do not exist in Chinese), precise equivalents in English not easily found, sometimes having to be put to adjectives or adverbs, and for this reason the meaning might be changed considerably. Some may argue the other way, but that does not matter so much, for the awareness of the irreparable gap would suffice for our discussion here. Fourthly, as regard the commonly used sentence patterns, for example, the passive voice, the subjunctive mood, there is also something subtle that may interfere with the interpretation of the texts. The following are some examples from the agreement worthy of more consideration.

1. Meaning becomes more elusive in Chinese, certainty dangling, but what might be overlooked at a glance by a layman could be of vital importance for a professional, e.g.:

> … the Parties shall engage in expedited consultations on the response to the damages or losses incurred **by** the Complaining Party (Article 7.4-4).

The proposition “by” in this clause makes it very confusing: we are not sure whether it is “response by the Complaining Party”, (in which case, should it better be “response from the Complaining Party?) or it is “damages or losses incurred by the Complaining Party” (but could the Complaining Party incur damages or losses by merely making some responses?). The translator interferes with this confusion and makes a voluntary correction by putting it to “雙方應就申訴方所受損害或損失的回應快速進行磋商”. But the two versions do not correspond with each other. Which is to be quoted in case of a dispute, both being authentic?

2. As a common feature of any language, polysemy is not uncommon. For those substantive words or expressions, we are armed with reasonable interpretation measures to weigh the interests of both sides. Problems with “small words” likely to cause unresolvable divergence might have been

neglected in the opposite texts.

> If the Parties do not reach consensus on a response, the Complaining Party **may** resort to taking action based on facts provided during the consultations, including by suspending **an** obligation under this Agreement or by adopting a remedial measure in a proportionate way that it considers appropriate with the purpose of preventing the escalation of the situation and maintaining the normal bilateral trade relationship (Article 7.4-4).
>
> Chinese equivalence: 如果雙方未就上述回應達成共識，申訴方出於防止局勢升級、維護正常雙邊貿易關係的目的，基於磋商中提供的事實，**可能**求助於採取行動，包括停止其在本協議下的某一義務，或採取其認為適當的、以相稱的方式實施的補救措施。

In the English text, “may”, according to the context, grants the related party the “right” of taking actions, but in the Chinese text, “可能” indicates a possibility, which sounds quite like a warning. Similarly, the article “an” in the English text makes its appearance due to grammatical reasons and does not limit the measure to be taken by the party to just “one”, but the Chinese equivalent “某一” could be a limitation when it appears here in this serious and formal document. Therefore, it would be better to say:

> 如果雙方未就上述回應達成共識，申訴方出於防止局勢升級、維護正常雙邊貿易關係的目的，基於磋商中提供的事實，**可以**採取行動，包括停止其在本協議下的義務，或採取其認為適當的、以相稱的方式實施的補救措施。

3. The widely applied principle of “faithfulness” in translation, when observed too meticulously, might lead to misinterpretations. In actual fact, there is no consensus as regard what “faithfulness” means within the circle of translators, rigid observers might be caught in the difficulty of finding appropriate expressions in the target language. Dictionaries are indispensable for translators, but they must be aware of the fact that bilingual equivalents in dictionaries come from translations occasionally (or frequently) separated from contexts, and thus could be misleading, the “otherwise” in the following serving as a great example:

> If the Party Complained Against considers that the action by the Complaining Party pursuant to this subparagraph was taken in good faith, the Party Complained Against **may** not adopt a counter-response, **or otherwise** challenge such action (Article 7.4-4).
>
> Chinese equivalence: 如被申訴方認為申訴方依照本項採取的行動基於善意，被申

訴方不會採取反制措施，或否則挑戰相關行動。

"Otherwise" is explained as "in a different way" or "as an alternative" or similar in Oxford English-Chinese Dictionary, but the Chinese equivalent, tinged with a sense of negation, sounds quite strange, just as the one appears here in this clause. It would sound much more natural if we say, "如被申訴方認為申訴方依照本項採取的行動基於善意，被申訴方**不可**採取反制措施，也不可對申訴方行動採取針對性行動". The issue with "may" has already been mentioned in the previous example.

4. In rare instances, substantive words pose some trouble in case of legal texts, and again, differences in languages might lead to confusion. The "Parties" here attracts our attention:

   In the event that a natural disaster or other unforeseeable event outside the control of the Parties delays a Party from timely complying with its obligations under this Agreement, the Parties shall consult with each other (Article 2, Miscellaneous).

   Chinese equivalence: 如因自然災害或其他**雙方**不可控的不可預料情況，導致一方延誤，無法及時履行本協議的義務，雙方應進行磋商。

This obviously is a requirement on the obligator in case of "*force majeure*" whose occurrence is supposedly to exempt the party from certain obligations, to the disadvantage of the other party, and thus a consultation is needed. Therefore, so long as the event is outside the control of the obliged party, the precondition is met. The Chinese equivalent of "Parties", that is "雙方" provides room for argument, for when one party does not take it as "*force majeure*", the other party would inevitably be thrown into a disadvantageous position. And besides, we do not know what a "disaster", a "natural disaster", or "other unforeseeable event" is. This, as a whole however, is a very vague requirement with no feasible or clearly defined concepts. Similar examples can be found:

(1) The Parties shall ensure fair, adequate, and effective protection and enforcement of intellectual property rights. Each Party shall ensure fair and equitable market access to persons of the other Party that rely upon intellectual property protection (Article 1.2).

(2) China shall… substantially lower all the thresholds for initiating criminal enforcement (Article 1.7);

(3) And in the repeated phrase of "except in exceptional circumstances".

The voluminous use of general and abstract modifiers like "fair, adequate, effective,

substantially, exceptional, etc." low in enforceability points directly to the conscience, contract spirit, and legal awareness, but since there must be this long-negotiated written agreement, why should it be a gentleman's agreement?

Translation-related issues

Just as the situation in any other professional sphere, translation is being directed by multiple notions, concepts, and theories with new ones coming in an endless succession, and frequently in conflict with each other. Any actual translation could invite appraisal and criticism as well. We try whatever possible to occupy a "neutral" (though impossible) position mediating between them.

When we come to the translation of the "Agreement", the dilemma of making a choice between "foreignization" and "domestication" starts to materialize. Whatever technique is used, it is to serve here the purpose of making the target text readable and intelligible and practicable. Furthermore, legal language is characterized by its preciseness and conciseness apart from all the terms and jargons. This must necessarily be particular requirements for translation in this field.

(1) Each Party shall ensure fair and equitable market access to persons of the other Party that rely upon intellectual property protection (Article 1.2).

Its Chinese equivalence: 對於依賴智慧財產權保護的一方個人 對方應確保為其提供公平、平等的市場准入。

Natural or legal persons ("**persons**") of a Party shall have effective access to and be able to operate openly and freely in the jurisdiction of the other Party without any force or pressure from the other Party to transfer their technology to persons of the other Party (Article 2.1).

Its Chinese equivalence: 一方的自然人或法人（"個人"）應能夠有效進入對方管轄區，公開、自由地開展運營，而不會受到對方強迫或壓力向其個人轉讓技術。

The first point worth mentioning here is "對於依賴智慧財產權保護的一方". The expression sounds somewhat strange for those familiar with Chinese legal files for whom "對於受智慧財產權保護的一方" might be more natural.

And then, the "persons" is put to "個人" in the first example, and "個人" includes both

"natural and legal persons". This is confusing and even misleading, for "個人" in Chinese refers to "natural persons" only; the inclusion of "legal persons" into it would go beyond the expectations of the public as well as legal professionals, whichever legal interpretation method is applied. This for English is no problem at all, for "persons" can serve well as the hypernym of both, and thus can well be accepted. As both examples concern both "legal persons" and "natural persons", it perhaps would be better to put the first "persons" into "自然人或法人" and omit the "persons" in brackets (respective changes to be made in the following texts). So the equivalences go like:

對於受智慧財產權保護的一方自然人或個人，對方應確保提供公平、平等的市場准入；and

一方自然人或法人應能夠**實際**進入對方管轄區，公開、自由地開展運營，而不會受到強迫或壓力向其**自然人或法人**轉讓技術。

(2) China shall define "**operators**" in trade secret misappropriation to include all natural persons, groups of persons, and legal persons (Article 1.3).

Its Chinese equivalence: 中國應將侵犯商業秘密的"經營者"定義為包括所有自然人、組織和法人。

holder of a trade secret (Article 1.7)

Its Chinese equivalence: 商業秘密權利人

In these two examples, an operator should necessarily include actual business operators (經營者), but there are other infringers not to be excluded. Thus, "行為人" might be a better equivalent. "Holder" of a trade secret refers to the individual who is actually in possession of that secret; but the Chinese equivalent, "權利人", including the licensees of any form, has a much wider coverage, with only the "holder" authorized to initiate legal actions here. It, therefore, should be "商業秘密持有人".

(3) …breach or inducement of a breach of duty not to disclose information that is secret or **intended** to be kept secret (Article 1.4);

Its Chinese equivalence: 違反或誘導違反不披露秘密資訊或意圖保密的資訊的義務；

This Chinese expression of "意圖保密" sounds awkward and difficult to understand. The "intention" in the "intended" is designed into the clause, and thus both sides should be aware of their own obligations. Therefore, it would be better to say "違反或誘導違反不披露保密或應當保密資訊的義務".

(4) …under the circumstance that the right holder provides preliminary evidence that measures were taken to keep the claimed trade secret confidential, the burden of proof or burden of production of evidence, as appropriate, shifts to the accused party to show that a trade secret identified by a holder is generally known among persons within the circles that normally deal with the kind of information in question or is readily accessible, and therefore is not a trade secret (Article 1.5-2).

Its Chinese equivalence: 在權利人提供初步證據 證明其已對其主張的商業秘密採取保密措施的情形下 ,舉證責任或提供證據的責任(在各自法律體系下使用適當的用詞)轉移至被告方以證明權利人確認的商業秘密為通常處理所涉資訊範圍內的人所普遍知道或容易獲得，因而不是商業秘密。

"Burden of proof" is a legal duty that encompasses two connected but separate ideas that for establishing the truth of facts in a trial before tribunals in the United States: the "burden of production" and the "burden of persuasion."[3] "Burden of production of evidence" means to provide certain evidence, literally. The two are different obligations, and are to be applied according to different cases. Therefore, a better version would be:

若權利人提供初步證據證明其已對所主張的商業秘密採取保密措施，視案情而定,證明責任或舉證責任轉移至被告方，以證明權利人確認的商業秘密通常為相關行業領域人士所知曉或易於取得，因而不構成商業秘密。

Similarly,

In civil, administrative, and criminal proceedings involving copyright or **related rights**, the Parties shall provide that the accused infringer has the burden of production of evidence or burden of proof, as appropriate, to demonstrate that its use of a work protected by copyright or related rights is authorized, including in a case where the accused infringer claims to have obtained **permission** to use the work, such as through a license, from the right holder (Article 1.29).

Its Chinese equivalence: 在涉及著作權或相關權的民事、行政和刑事程式中 ,雙方應規定被訴侵權人承擔提供證據的責任或舉證責任在各自法律體系下使用適當的用詞)證明其對受著作權或相關權保護的作品的使用是經過授權的包括被訴侵權人聲稱已經從權利人獲得使用作品的准許的情況，例如許可。

There is already accepted translation for "copyright or related rights". It makes no sense to

puzzle the legal professionals with a different expression, so it should be:

在涉及著作權或**鄰接權**的民事、行政和刑事程式中，視案情而定，雙方應規定被訴侵權人承擔舉證或證明責任證明其受授權使用受著作權或相關權利保護的作品，包括被訴侵權人主張已經從權利人獲得**授權**使用作品的情況，例如許可。

(5) The Parties shall provide for prompt and effective provisional measures to prevent the use of **misappropriated** trade secrets (Article 1.6).

Its Chinese equivalence:雙方應規定及時、有效的臨時措施，以阻止使用被侵犯的商業秘密。

"Misappropriated trade secrets" do not limit the right(s) of holders of such secrets, but infringers who have misappropriated such secrets should be restricted. It would be better to say "雙方應及時採取有效的臨時措施，以阻止使用竊取的商業秘密".

(6) China shall identify the use or attempted use of claimed trade secret information as an "urgent situation" that provides its judicial authorities the authority to order the grant of a **preliminary injunction** based on the specific facts and circumstances of a case (Article 1.6).

Its Chinese equivalence: 中國應將使用或試圖使用所主張的商業秘密資訊認定為"緊急情況"，使得司法機關有權基於案件的特定事實和情形採取行為保全措施。

For the same reason as in (4), it would be better to say:

中國應將使用或試圖使用被主張為商業秘密的行為認定為"緊急事項"，使司法機關有權基於案件的特定事實和情形簽發**訴前禁令**。

(7) Article 1.13 China shall extend to 20 working days the deadline for right holders to file a judicial or administrative complaint after receipt of a **counter-notification**.

Its Chinese equivalence: 中國應將權利人收到反通知後提出司法或行政投訴的期限延長至 20 個工作日

A **counter notification**, under the Digital Millennium Copyright Act ("DMCA"), is a legal means to state your objection to a DMCA/copyright warning that you've received regarding a report of allegedly infringing copyrighted material on your account on social media such as YouTube.[4]

It should be put as "中國應將權利人收到**抗辯書**後提出司法或行政投訴的期限延長至 20 個工作日".

We have also found some examples as follows for which some modification is required so that the translation would read more fluently, which is to be indicated by “improved version”, and there will be no discussions for these examples.

(8) …unauthorized disclosure or use that occurs after the acquisition of a trade secret under circumstances giving rise to a duty to protect the trade secret from disclosure or to limit the use of the trade secret (Article 1.4).

Original Chinese equivalence: 對於在有義務保護商業秘密不被披露或有義務限制使用商業秘密的情形下獲得的商業秘密未經授權予以披露或使用。

Improved version: 對所取得的商業秘密在有義務不予披露或限制使用的情形下未經授權的披露或使用。

(9) …evidence that a trade secret has been or risks being disclosed or used by the accused party (Article 1.5).

Original Chinese equivalence: 商業秘密已被或存在遭被告方披露或使用的風險的證據。

Improved version: 商業秘密已為被告方披露或使用，或存在該風險的證據。

(10) China shall: as an interim step, clarify that “great loss” as a threshold for criminal enforcement under the trade secret provision in the relevant law can be fully shown by remedial costs, such as those incurred to mitigate damage to business operations or planning or to re-secure computer or other systems, and substantially lower all the thresholds for initiating criminal enforcement (Article 1.7).

Original Chinese equivalence: 中國：作為過渡措施，應澄清在相關法律的商業秘密條款中，作為刑事執法門檻的“重大損失”可以由補救成本充分證明，例如為減輕對商業運營或計畫的損害或重新保障電腦或其他系統安全所產生的成本，並顯著降低啟動刑事執法的所有門檻。

Improved version: 中國：作為過渡措施，應在涉及商業秘密的相關法律條款中明確作為刑事執法門檻的“重大損失”可以由補救成本充分證明，例如為減輕商業經營、商業計畫遭受的損害產生的支出，為重新保障電腦或其他系統安全產生的支出，並顯著降低啟動刑事執法程式的所有門檻。

(11) China shall require administrative agencies and other authorities at all levels to provide criminal, civil, and administrative penalties, including monetary fines, the suspension or termination of employment, and, as part of the final measures amending the relevant laws, imprisonment, for

the unauthorized disclosure of a trade secret or confidential business information that shall deter such unauthorized disclosure (Article 1.9).

Original Chinese equivalence: 中國應要求各級行政機構和其他機構對未經授權披露商業秘密或保密商務資訊的行為實施應阻遏此類未經授權披露的刑事、民事和行政處罰，包括罰金和停止或終止聘用，以及作為修訂相關法律的最終措施一部分的監禁。

Improved version: 中國應要求各級行政機構和其他機構對未經授權披露商業秘密或保密商務資訊的行為實施刑事、民事、行政處罰措施，包括罰金，暫停或終止聘用關係，監禁（作為最終措施修改法律的一部分），以遏止此類未經授權的披露行為。

(12)China shall ensure validity of takedown notices and counter-notifications, by requiring relevant information for notices and counter-notifications and penalizing notices and counter-notifications submitted in bad faith (Article 1.13).

Original Chinese equivalence: 中國應通過要求通知和反通知提交相關資訊，以及對惡意提交通知和反通知進行處罰，以確保下架通知和反通知的有效性。

Improved version: 中國應取得下架通知書、抗辯書提交者的相關資訊，懲罰惡意提交通知書、抗辯書的行為，以保證通知書、抗辯書的有效性。

(13)…the Parties shall provide for effective protection and enforcement of pharmaceutical-related intellectual property rights, including patents and undisclosed test or other data submitted as a condition of marketing approval (Section C).

Original Chinese equivalence: 雙方應為藥品相關智慧財產權包括專利以及為滿足上市審批條件而提交的未經披露的試驗資料或其他資料，提供有效保護和執法。

Improved version: 雙方應為藥品相關智慧財產權提供有效保護，包括專利以及為滿足上市審批條件而提交的未經披露的試驗資料或其他資料，並提供有效執法。

(14)China shall as a subsequent step, increase the range of minimum and maximum pre-established damages, sentences of imprisonment, and monetary fines to deter future intellectual property theft or infringements (Article 1.27).

Original Chinese equivalence: 中國 ,作為後續措施，應提高法定賠償金 監禁刑和罰金的最低和最高限度 ,以阻遏未來竊取或侵犯智慧財產權的行為。

Improved version: 中國，作為後續措施，應提高損害賠償金、監禁期限、罰金的最低和最高標準，以阻遏未來竊取或侵犯智慧財產權的行為。

(15)The United States affirms that existing U.S. measures afford treatment equivalent to that

provided for in this Article (This is repeated severally in different places).

Original Chinese equivalence:美國確認，美國現行措施給予與本條款規定內容同等的待遇。

Improved version: 美國確認，美國現行措施給予**中國**與本條款規定內容同等的待遇。

(16)China shall ensure that the new standard and all implementing actions are consistent with China's WTO obligations (Annex 2).

Original Chinese equivalence: 中國應確保新標準及所有實施行動符合中國世界貿易組織義務。

Improved version: 中國應確保新標準及所有實施行動符合中國對世界貿易組織的承諾。

(17)China shall normally complete within 40 working days of completing the technical review, provided the U.S. manufacturer provides timely access if needed, any audit, inspection, sampling, or testing that is required in order to register an infant formula product (Annex 2).

Original Chinese equivalence: 中國應：通常在完成技術審查後 **40** 個工作日內，完成嬰幼兒配方乳粉產品註冊所需要的有關核查、檢查、抽樣或檢測，其條件是，美國生產商在必要的情況下及時提供准入。

Improved version: 中國應：只要美國生產商在必要時及時提供條件，通常在完成技術審查後 **40** 個工作日內，完成嬰幼兒配方乳粉產品註冊所需要的有關審計、檢查、抽樣或檢測。

(18)Such auditing shall be risk-based (Annex 2).

Original Chinese equivalence: 核查應以風險為基礎。

Improved version: 此類審計以風險的存在為前提。

(19)The Parties shall not implement food safety regulations, or require actions of the other Party's regulatory authorities, that are not science-or risk-based and shall only apply such regulations and require such actions to the extent necessary to protect human life or health (Annex 17).

Original Chinese equivalence: 雙方不得實施未基於科學和風險的食品安全法規或要求另一方監管部門未基於科學和風險的行動，且應只使用該法規和要求該行動以保護人類生命或健康所需程度為限。

Improved version: 若不存在科學依據，不存在風險，雙方不得實施食品安全法規，或要求對方監管部門採取行動，且實施食品安全法規、要求對方採取的監管行動僅以保護人類生命健康為限。

Conclusion

Many factors play a role on the actual process of translation. Among these, the jungle of translation theories are a mountain towering before translators. They are likely to diverge their attention to these conflicting ideas or principle, forgetting their original mission of dealing with languages. The habits and customs of the language should be the primary concern for translators. Apart from this, each professional area has its own language, terms and habits in which have to be observed in particular. Matters relating to agreements, law, economy might be directly associated with rights and obligations of the corresponding party (in this case associated with the relationship between the two top powers of the world), and should be handled with meticulous care.

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[1] https://www.lawteacher.net/free-law-essays/constitutional-law/contrast-between-common-and-continental-legal-systems-constitutional-law-essay.php

[2] Information collected from https://www.lawteacher.net/free-law-essays/constitutional-law/contrast-between-common-and-continental-legal-systems-constitutional-law-essay.php
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[3] https://en.wikipedia.org/wiki/Burden_of_proof_(law)

[4] Reference to be found https://support.google.com/youtube/answer/2807684?hl=en and https://www.verizonmedia.com/policies/us/en/verizonmedia/ip/counter-notification/index.html