## How (un)readable are the European and UNESCO Cultural Conventions in the Digital Era?

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#### **Abstract**

In 1954, the Members of the Council of Europe adopted the European Cultural Convention. In 2005, UNESCO ratified a Convention on the Protection and Promotion of the Diversity of Cultural Expressions. In 2017, the Conference of Parties at the 2005 Convention approved the Operational Guidelines on the Implementation of the Convention in the Digital Environment.

How different, or similar, are these documents in terms of (legal) language and contents? The literature has long discussed the features hallmarking the language of the law. Do these characteristics also apply to international conventions? Are these documents somehow affected, or influenced, by the digital era and media discourse? This paper aims to answer these questions by exploring the (dis)similarities among these important documents in terms of content and use of legal terminology *vis-à-vis* the global media landscape. It will shed light on the accessibility and intelligibility of these documents to the layperson in terms of clarity, content, sentence structure and syntax. It will explore whether any form of *legalese* is applied and whether the drafting style is either formal or informal; solemn or simple, and (un)influenced by media or digital language. The paper findings will remark that the European Convention and, surprisingly, the more recent UNESCO Convention, are characterized by a formal, detached and rather archaic style, being addressed to its member states. To some extent, instead, the Operational Guidelines are more reader-friendly and accessible to the (digital) layperson. They contain, in fact, more elements of plain English and cater for the new rights of Internet users.

**Keywords**: legalese and digital era; legal discourse and media landscape; international conventions and media; drafting style

## 1. Introduction

In 1954, the Members of the Council of Europe adopted the European Cultural Convention aimed at developing a common approach to "safeguard and encourage the development of national contributions to the common cultural heritage of Europe" (art. 1 of the Convention). In 2005, UNESCO ratified a Convention on the Protection and Promotion of the Diversity of Cultural Expressions with the view to creating "the conditions for cultures to flourish and freely interact in a mutually beneficial manner" (art. 2 of the Convention). In 2017, the Conference of Parties at the 2005 Convention approved the Operational Guidelines on the Implementation of the Convention in the Digital Environment aimed at "supporting the principles of Internet universality that promote a Human Rights-based open Internet, which is accessible to all and characterized by multi-stakeholder participation" (art. 3 of the General Considerations of the Guidelines).

The conventions and guidelines above mentioned are legal documents which have binding effects on the parties who signed them. Although they are mainly addressed to the adhering States and Governments, they are conceived for people. Therefore, the aim of this paper is to explore the characteristics of the (legal) language used in these documents and how readable and understandable they are to the layperson.

## 1.1 Legal Language and Legalese

When tackling legal language, it is first useful to understand the features of legal discourse. Legal language is sector-based and defined as very far from everyday language (Zariski 2014: 87). Some scholars argue that legal written documents are "the largest body of poorly written literature ever created" (Coulthard and Johnson 2010: 46). It is, in fact, generally characterised by pedantic

constructions and archaic forms (Bhatia 1997; Tiersma 1999; Williams 2004, 2011 and 2015; Giampieri 2020). The rather intricate part of legal language is called *legalese*. Legalese is hallmarked by polysemy (which lies in the fact that one word may have several meanings; Alcaraz and Hughes 2002: 35) and near-synonyms (which are different words with very similar meanings; Stubbs 1996: 109; Phillips 2003: 154). An example of a polysemous word is "consideration" which, in legal discourse, means "payment" (Scott 2017: 45), whereas in non-legal contexts, it means "cogitation", or "reflection". Examples of near-synonyms are the words "construction" and "interpretation", which have nearly the same meaning in legal language (Scott 2017: 45), or "goods and merchandise", and "terms and conditions" which are often mentioned in contracts. As a consequence, legal texts show high lexical density, arising from "the greater number of frequent lexical words" (Coulthard and Johnson 2007: 44). There are, in fact, binomial and trinomial expressions for reasons of precision and all-inclusiveness (such as "give, devise and bequeath", or "do or cause to be done") (Mellinkoff 1963; Gustafsson 1984). Also, prepositions are complex (e.g., "by virtue of", or "for the purpose of") (Mellinkoff 1963; Coulthard and Johnson 2010: 10), and most of the time, they serve anaphoric or cataphoric purposes (e.g., "hereof", "heretofore", "thereof", etc.; see the exhaustive list provided by Abate 1998: 14-16). There is a recurrent use of nominalization, where verb and noun combinations are preferred over verbs (e.g., "make an agreement" instead of "agree"; "in violation of" instead of "violates"; "made application" instead of "applied", etc.) (Bhatia 2010: 26-29; Tiersma 1999; Williams 2011; Coulthard and Johnson 2010: 10). Legal language also tends to be gender non-neutral, as many pronouns or possessive adjectives refer to male figures (see the research paper by Griffith 1988: 135). There is ambiguity in the use of modal verbs (for example, "shall" is generally used as a substitute for "must" instead of as a future auxiliary) (Tiersma 1999; Williams 2005 and 2015; Tiersma and Solan 2012). There are archaic constructions composed of Latin and French words (referred to as Law Latin and Law French, respectively) (Laster 2001: 246; Bhatia 2010: 26-29). Passive forms are frequent (Tiersma 1999; Coulthard and Johnson 2010), and sentences tend to be excessively long for reasons of all-inclusiveness (Williams 2004 and 2015). The fact that sentences are long gives way to syntactic discontinuities and embeddings (Tiersma 1999; Williams 2015), which cause the reading and understanding of legal texts to be quite problematic. These characteristics make legal language challenging to the layperson (Bhatia 1997: 209; Tiersma and Solan 2012; Williams 2013).

According to some scholars, legal language is so intricate because lawyers do not have communicative intents; instead, they use linguistic quirks to remark their legal fraternity (Tiersma 1999: 51-69). Others (Coulthard and Johnson 2007: 40) argue that it is the need for inclusiveness and preciseness which make legal texts so pedantic. In this regard, Thornton (1996) posits that "the blind pursuit of precision will inevitably lead to complexity; and complexity is a definite step along the way to obscurity" (Thornton 1996: 53). In her paper, Orts (2015) discusses the "opacity" of international legal documents, whose communicative aim seems "to separate the ruler from the citizen and the legal message from its user" (Orts 2015: 119).

## 1.2 Legal Language and Plain English

In light of the above, the Plain English movement developed in the 1970s. So far, it has aimed to make legal English understandable to the layperson (see Tiersma 1999; Williams 2004, 2008, 2011 and 2015). Bhatia (2010), for example, proposes a list of simplifications of the most intricate words or expressions, such as "notwithstanding", which could be replaced by "even if"; "null void and of no effect" which could become "of no effect", and "ab initio" which could be turned into "from the start". Furthermore, he proposes to omit pedantic words or phrases such as "whatsoever", "wheresoever", and the archaic expression "now, therefore this agreement witnesseth".

In practice, the advocates of the Plain English movement suggest eliminating archaic and Latin expressions; reducing sentence length; removing unnecessary words and putting a summarising clause or phrase at the beginning of a text or a clause; making sure that the text can be understood by the average person and is gender-neutral; reducing passive forms and nominalization, and replacing the modal verb "shall" with "must" (Williams 2008).

Nowadays, many institutions and international bodies have embraced the Plain English movement principles<sup>i</sup>. In this regard, the English Style Guide (2021) developed at EU level is an interesting reference document.

# 2. Research question

This paper is aimed at exploring how (un)readable international cultural conventions are to the layperson. The conventions focused on are the 1954 European Cultural Convention, the 2005 UNESCO Convention on the Protection and Promotion of the Diversity of Cultural Expressions, and the most recent 2017 Operational Guidelines on the Implementation of the UNESCO Convention in the Digital Environment.

This paper will carry out an analysis of the language used in these three documents. Hence, it will focus on the *legalese* or plain English features which are present in the conventions and in the guidelines. In order to do so, an in-depth analysis of the documents will be carried out, where plain English expressions, as well as *legalese* elements will be brought to the fore. A specific focus will also be put on digital and medial language.

# 3. Analysis

This section will carry out a comparative analysis of the 1954 European Cultural Convention, the 2005 UNESCO Convention on the Protection and Promotion of the Diversity of Cultural Expressions, and the 2017 Operational Guidelines on the Implementation of the UNESCO Convention. As stated above, the analysis is aimed at bringing to the fore the recurrent use of *legalese* and/or plain English elements and strategies, while keeping the main focus on the readability and comprehensibility of the documents to the layperson.

Therefore, the next pages will investigate the following *legalese* elements: intricate or archaic words; anaphoric and cataphoric references; ambiguity in the use of modal verbs; complex adverbial or prepositional constructions; extensive use of the passive voice; polysemy; complicated cohesive elements; Law French or Law Latin; long sentences and syntactic discontinuities; nominalization, and specific legal formulae.

## 3.1 The 1954 European Cultural Convention

The 1954 European Cultural Convention is a document signed by the members of the Council of Europe at that time. The convention is composed of eleven articles and it focuses on safeguarding European cultural heritage. For example, in article 2 it encourages the study of the languages, history and civilisation of the contracting parties; in article 3 it establishes the importance of promoting cultural activities of European interest, and in article 4 it promotes the free movement and exchange of persons and objects of cultural value. The European Cultural Convention is composed of 316 words (1,177 tokens).

## 3.1.1 Legalese

This section will discuss in detail the *legalese* elements of the European Cultural Convention, if any. Annex 1 contains a summary. As far as intricate terms are concerned, the Convention reads "the achievement of this aim would be furthered by" in the initial considerations. The term "furthered" is rather formal and not particularly frequent in everyday language. The verbs "promoted" or "facilitated" are its plain English equivalents, as the Collins Thesaurus suggests<sup>ii</sup>.

Also the verbs "entail" and "endeavour to" can be considered formal (Bhatia 2010: 28). In particular, the verb "entail" is used twice in the document, whereas "endeavour to" once. Sample phrases are the following: "which do not entail additional expenditure", and "endeavour to promote the study of". The plain equivalents of "entail" are "involve", "require" or, better, "cause", whereas a straightforward synonym of "endeavour to" is "should".

Plain English advocates claim that the verb "comply with" is intricate, and it could be replaced by "follow"ii. The European Convention mentions "comply with" once in the phrase "the obligation of any person to comply with the laws and regulations in force".

The Convention is also rich in terms with anaphoric and cataphoric references, such as "hereto", "thereto", or "thereof" as in the following sentences: "The governments signatory hereto"; "such other European States as may accede thereto", and "questions relating to the interpretation thereof". The adverbial elements "hereto" and "thereof" are mentioned once each, whereas "thereto" is used four times (1.26%).

In the European Convention there is ambiguity in the use of modal verbs, as "shall" is used twenty-six times (8.23%). Some sample phrases are the following: "[e]ach Contracting Party shall take appropriate measures"; "[e]ach Contracting Party shall regard the objects of European cultural value placed under its control as integral parts of the common cultural heritage of Europe"; "who shall inform the other Contracting Parties", and so on.

As regards complex adverbial and prepositional constructions, the adverbial phrase "insofar as" is present in the document in phrases such as "[e]ach contracting party shall, insofar as may be possible,". This expression can be considered rather intricate, and it could be replaced by a plainer "if (it is) possible". Another quite complex adverbial construction is "other than", which means "except". The Convention mentions it once in the following phrase: "arrange meetings at the seat of the Council of Europe other than those specified in paragraph 1 of Article 6". Also, "in due course" can be challenging to the layperson and it could be simplified "at the right time". An example in context is the phrase "each Contracting Party shall notify the Secretary General of the Council of Europe in due course". According to Bhatia (2010), legal texts also abound in other adverbial constructions, such as "in order to" (which should be replaced by "to"); "by means of" (which should be simply "by"); "in the event of" (which should be shortened "if"), and "provided that" (which should be replaced by "but" or "if") (Bhatia 2010: 26-29). The above expressions are present in the Convention, although to a minor extent. Some sample phrases are the following: "in order to further the aims of the present Convention"; "for a period of five years by means of a notification in writing"; "in the event of certain proposals for the application of the present Convention", and "provided that their implementation entails no expenditure by the Council of Europe". However, it should be noticed that some of the adverbial constructions mentioned by Bhatia (2010) have become common in everyday language and are present in many plain English documents<sup>iv</sup>.

The Convention also makes extensive use of the passive form. Sample phrases are the following: "[i]t shall be ratified, and the instruments of ratification shall be deposited with the Secretary General of the Council of Europe"; "so that Articles 2 and 3 may be implemented"; "the present Convention being found to interest only a limited number of the Contracting Parties", and "a declaration which shall be communicated by the latter to all the other Contracting Parties". As remarked above, passive constructions make the reading of texts less smooth.

Polysemy is present in the European Convention. As highlighted by Bhatia (2010: 28), for instance, the word "instrument" is intricate and polysemous. It means, in fact, "document" in the Convention, and it is used six times (1.90%). Some sample phrases are the following: "the instruments of ratification", or "on the date of receipt of the said instrument". Another polysemous term is "provisions", which means "terms" and is used in phrases such as "shall be deemed to affect the provisions of any existing bilateral cultural convention", or "in accordance with the provisions of paragraph 4 of Article 9".

As anticipated above, some cohesive elements can be rather complex. For example, the past participle phrase "the said" should be replaced by "this" or "the" (Giampieri 2016: 436). In the Convention, "the said" is mentioned in phrases such as "[s]uch accession shall take effect on the date of receipt of the said instrument". Another intricate cohesive phrase is the following: "the conclusion of any further such convention", where "any further such" could be simplified by "other similar", and the phrase could be changed into "the conclusion of other similar conventions".

In the Convention, there are also elements of Law French, such as the mentioning of the "Secretary General" office, although this is not dependant on the language or style of the Convention itself. Syntactic discontinuities characterise the European Cultural Convention to a minor extent. A clear example is the following sentence:

The Committee of Ministers of the Council of Europe may decide, by a unanimous vote, to invite, upon such terms and conditions as it deems appropriate, any European State which is not a member of the Council to accede to the present Convention.

This sentence shows three types of syntactic discontinuities: one introduced by a by-phrase ("by a unanimous vote"), another one introduced by a prepositional phrase ("upon such terms and conditions as it deems appropriate"), and the last one by a non-defining relative clause ("which is not a member of the Council"). Furthermore, the above sentence is long, as it is composed of 43 words. A shorter and simpler version could be obtained by splitting it into several shorter sentences. An example is the following:

The Committee of Ministers of the Council of Europe may decide to invite any European State to accede to the present Convention. The European States shall/will be those which are not a member of the Council. The Council's decision shall/will be by a unanimous vote and it shall/will establish the terms and conditions of the accession.

Another example of a long sentence with syntactic discontinuities is noticed in the preambles of the document:

Having resolved to conclude a general European Cultural Convention designed to foster among the nationals of all members, and of such other European States as may accede thereto, the study of the languages, history and civilisation of the others and of the civilisation which is common to them all.

In this case, the discontinuity lies in the phrases "among the nationals of all members, and of such other European States as may accede thereto". Furthermore, although the non-defining relative clause ("which is common to them all") is placed at the end of the sentence, it somehow makes the reading less smooth. Also in this case, the sentence could be simplified by splitting it into two or three:

We/The Parties decided to stipulate a general European Cultural Convention which is designed to promote/favour the study of the languages, history and civilisation of the others. Furthermore, it will favour/promote the study of the civilisation which is common to them all. This/such promotion will/shall involve the nationals of all members and any other European States which may accede.

Another long sentence is contained in Article 10:

Any Contracting Party may specify the territories to which the provisions of the present Convention shall apply by addressing to the Secretary General of the Council of Europe a declaration which shall be communicated by the latter to all the other Contracting Parties.

This sentence does not contain punctuation marks such as commas. An example of simplification is the following:

Any Contracting Party may specify the territories to which the provisions of the present Convention will/shall apply. The Contracting Party will/shall address a declaration to the Secretary General of the Council of Europe. The Secretary General will/shall communicate the declaration to all the other Contracting Parties.

In this way, the passive constructions are simplified.

As regards nominalization, the Convention presents many instances. For example, Article 6 contains the phrase "in the form of recommendations" in the following sentence: "[t]he conclusions reached at the meetings (...) shall be submitted in the form of recommendations to the Committee of Ministers". This sentence could be changed into "the (members of the) meetings shall/will recommend their conclusions/decisions to the Committee of Ministers". In this way, it would be possible to avoid nominalization and the passive form. The following phrase also contains nominalization: "provided that their implementation entails no expenditure by the Council of Europe". In particular, this phrase could be simplified by replacing "implementation" and "expenditures" with their corresponding verbs, such as "to implement" and "to cost" in a new phrase such as "on condition that implementing them would not cost anything to the Council of Europe". Another example of nominalization is present in the following phrase: "in the event of certain proposals for the application of the present Convention". The phrase could be simplified as follows: "if some States present proposals to apply the present Convention", or better: "if some States wish to apply this Convention". In these cases, the complex adverbial phrase "in the event of" is replaced by "if", as suggested by Bhatia (2010: 28).

Near-synonyms do not abound in the European Cultural Convention. As a matter of fact, only the phrase "the laws and regulations in force" is noticed, where "laws" and "regulations" could be considered near-synonyms.

Together with terms, phrases and constructions, there are also some formulae which are typical of legal discourse. The following is an interesting example aimed at excluding certain situations: "Nothing in the present Convention shall be deemed to affect". There is also the following closing formula which is rather archaic: "In witness whereof the undersigned, duly authorised thereto by their respective governments, have signed the present Convention".

In light of the analysis carried out, it is self-evident that the 1954 European Cultural Convention makes use of a wide variety of *legalese* elements.

## 3.1.2 Plain English

As far as Plain English instances are concerned, unfortunately there are not many. After the initial considerations and before Article 1, for example, the Convention reads "Have agreed as follows". This is a plainer version of the more intricate and frequent opening formula "Now, therefore, the parties hereto have agreed as follows", or "Now, therefore in consideration of the aforegoing, the parties have agreed as follows". These opening statements are generally found in many legal documents, especially contracts. Fortunately, they are not present in this Convention.

Also, in Article 6 the noun "interpretation" is preferred over the more frequent and ambiguous "construction". Nonetheless, despite the effort to use a non-*legalese* term, the phrase is rather intricate because of the adverbial element "thereof" as follows: "relating to the interpretation thereof". No other plain English instances are noticeable. Table 1 below summarises the plain English elements of the European Cultural Convention.

Table 1. Plain English elements in the 1954 European Cultural Convention

| Plain English elements | Legalese equivalents   |
|------------------------|--|
| Have agreed as follows | Now, therefore, the parties hereto have agreed as follows;<br>Now, therefore in consideration of the aforegoing, the parties have agreed as follows. |
| Interpretation         | Construction   |

As expected, there are no instances of media or digital language in the 1954 European Cultural Convention.

# 3.2 The 2005 UNESCO Convention on the Protection and Promotion of the Diversity of Cultural Expressions

The UNESCO Convention on the Protection and Promotion of the Diversity of Cultural Expressions is a document signed by its members during a General Conference which took place in 2005 in Paris. It is a treaty which establishes a framework for the governance of culture at an international level. The Convention is composed of 35 Articles plus an Annex composed of 6. The UNESCO Convention as a whole is composed of 1,036 words (6,142 tokens).

# 3.2.1 Legalese

As far as *legalese* is concerned, it is possible to find quite a few instances. Annex 2 describes and summarizes them.

Although one might expect that the language of a 2005 international document is smooth and understandable, the Convention presents, instead, a variety of rather intricate language samples.

As far as difficult terms are concerned, the phrase "as enshrined" (meaning "as established") comes to the fore in Article 2: "as enshrined in the Universal Declaration of Human Rights". The expression "as enshrined" is not common in legal (British) English (Giampieri 2018: 243), despite being frequent in EU legal texts (Giampieri 2018.: 241). Also, the expression "unless (...) otherwise agree" is rather intricate and is used in two articles of the Convention Annex. A sample phrase is "unless the Parties to the dispute otherwise agree", which could be simplified as follows: "unless the Parties to the dispute agree differently".

As concerns cataphora and anaphora, adverbial elements such as "thereof" and "thereto" are also present, although very sparingly ("thereof" is used twice, whereas "thereto" is mentioned once). A sample phrase is the following: "the functions of the Intergovernmental Committee shall be: a) to promote the objectives of this Convention and to encourage and monitor the implementation thereof".

The use of "shall" is prominent in the UNESCO Convention, and it is mentioned 95 times (9.17%). Some sample phrases are the following: "[t]his Convention shall apply to the policies and measures adopted by the Parties" and "its policies and measures shall be consistent with the provisions of this Convention".

Also, there is a number of passive forms, such as "may be threatened by the possibility of", "must therefore not be treated as solely having commercial value", or "the last of the members of the Commission being appointed".

The UNESCO Convention is hallmarked by polysemy. As in the European Cultural Convention, the terms "provision(s)" and "instrument(s)" are present in phrases such as "in a manner consistent with the provisions of this Convention"; "the provision of official development assistance"; "the provisions of the international instruments adopted by UNESCO relating to cultural diversity", and "notified by an instrument in writing". It is self-evident that these words have multiple meanings. In the first instance, "provisions" is a synonym of "terms"; in the second, it means "supply", whereas in the third example it is a synonym of "availability" or "preparation". The same occurs to "instruments" and "instrument", as they mean "document(s)" or "deed(s)" in the UNESCO Convention. In general English, instead, they mean "tool(s)".

As for complex adverbial or prepositional constructions, the UNESCO Convention is, unfortunately, no exception. For example, "in the event of" and "in the event that" are used in phrases such as "[i]n the event of a dispute between Parties to this Convention" and "[i]n the event that one or more Member States of such an organization is also Party to this Convention". Also "irrespective of" is considered rather intricate, as it could be replaced by "independently from", "regardless of", or "whatever the". It is used in phrases such as "irrespective of the commercial value they may have". Furthermore, "in order to" is present in the phrase "foster interculturality in order to develop cultural interaction". The preposition "upon" could be replaced by "on" in phrases such as "upon the request of", or "upon the entry into force of this Convention". For example, the latter could be simplified as follows "when this Convention enters into force". In this way, also nominalization (i.e., the noun "entry") would be avoided. The prepositional construct "pursuant to" is also abstruse vi, and it could

be replaced by "under" in the phrase "pursuant to Article 29". A complex legal formula is "without prejudice to" mentioned in the phrase "[w]ithout prejudice to the other responsibilities conferred upon it by this Convention". This expression could be changed into "without disregarding", or, better, "(still) considering".

As regards intricate cohesive elements, the UNESCO Convention abounds in complex phrases with "such", as the following ones: "recognized as such by the United Nations", or "shall inform the Parties of any such proposed distribution of responsibilities". The phrase "as such" could be replaced by "as it is", whereas the phrase "of any such" could be simplified and changed into "of the". Also "the said" (which could be replaced by "the/these") and "as so" (which could be omitted) are rather complex. Sample phrases are the following: "the federal government shall inform (..) of the said provisions" and "to be (...) Party to this Convention as so amended".

Law French is used in the UNESCO Convention, but only when referring to the office of "Director-General". Law Latin is resorted to in phrases such as "inter alia", meaning "amongst others", or "among other things".

Some sentences tend to be long and are characterised by syntactic discontinuities, such as the following, which is 37 words long:

International cooperation and solidarity should be aimed at enabling countries, especially developing countries, to create and strengthen their means of cultural expression, including their cultural industries, whether nascent or established, at the local, national and international levels.

In this sentence, syntactic discontinuity can be noticed in the phrases "especially developing countries" and "including their cultural industries". Nonetheless, these interruptions are not particularly long; hence, they are not a nuisance to the reader. In addition, the sentence in question contains a passive form ("should be aimed"). A simplification of this sentence could be the following:

International cooperation and solidarity should enable countries and developing countries to create and strengthen their cultural expression. This should include their nascent or established cultural industries at local, national and international level.

Another long sentence is composed of 50 words (see Annex 2). However, it contains no syntactic discontinuities. Another instance of syntactic discontinuity can be found in the following phrase: "[t]he Commission shall, unless the Parties otherwise agree, be composed of five members". In this sentence, the syntactic discontinuity is found in "unless the Parties otherwise agree", together with other *legalese* elements, such as "shall" and the passive form ("be composed of"). Similarly to the European Cultural Convention, phrases containing nominalization are present, such

Similarly to the European Cultural Convention, phrases containing nominalization are present, such as the following: "presuppose the recognition of equal dignity of and respect for all cultures" (which could be changed into "presuppose to recognize equal dignity and respect all cultures"); "upon entry into force of this Convention" (which could be de-nominalized as follows: "when this Convention enters into force"), and "towards the implementation of this Convention for the resolution of the dispute" (which could be simplified and changed into "to implement this Convention and resolve the dispute").

Instances of near-synonyms can be noticed in the following phrases: "ratification, acceptance, approval or accession", where "ratification", "acceptance" and "approval" have very similar meanings, and in "creation, production, dissemination, distribution of", where "creation" and "production" are synonyms, as well as "dissemination" and "distribution".

As regards legal formulae, the UNESCO Convention does not contain any. In light of the above, it is self-evident that the UNESCO Convention presents a wide array of *legalese* forms, which are summarised in Annex 2.

## 3.2.2 Plain English

Despite the many instances of legalese, the UNESCO Convention also presents instances of

plain language.

In its initial considerations, for example, the UNESCO Convention starts with the plain English modal verb "should". The phrase is the following: "[c]onscious that cultural diversity forms a common heritage of humanity and should be cherished and preserved". This modal verb has a different function than "shall", as it does not express straightforward obligations, but, rather, suggestions. However, it is the opinion of the author that, in some circumstances, it can replace the more intricate "shall", as in the phrase above. By carrying out a comparative analysis of the UNESCO and the European Cultural Convention, it is self-evident that the latter uses complex verbs such as "shall" or "endeavour to" in similar contexts, as the following phrase clarifies: "[e]ach Contracting Party shall (...) endeavour to promote the study of its language or languages" (European Cultural Convention). In this context, for example, "should" could have been used instead of "endeavour to".

Another example of plain English in the UNESCO Convention can be found in the verb "protect" collocating with "cultural expressions". In its place, the European Cultural Convention uses the verb "safeguard" a great deal. For example, the UNESCO Convention reads "to protect and promote the diversity of cultural expressions", whereas the European Cultural Convention mentions "to safeguard and encourage the development of European culture". In addition, in order to make the meaning of "protection" and "protect" clearer, Article 4 of the UNESCO Convention provides definitions as follows: "Protection' means the adoption of measures aimed at the preservation, safeguarding and enhancement of the diversity of cultural expressions. 'Protect' means to adopt such measures".

Another interesting plain English word is "reaffirming", which is used in the premises. The phrase in question is the following: "[r]eaffirming that freedom of thought, expression and information, as well as diversity of the media, enable cultural expressions to flourish within societies". Equivalent *legalese* equivalents are the verbs "ratifying" and "resolving to", which are present in the premises of the European Cultural Convention. Sample phrases of the latter are "[w]ith respect to each signatory government ratifying subsequently", and "having resolved to conclude a general European Cultural Convention designed to foster (...) the study of".

Another remarkable example of plain English in the UNESCO Convention lies in the use of the modifier "respective" which replaces the intricate cohesive adverb "thereof". A sample phrase is the following: "any later modification of their respective responsibilities", which, in *legalese*, would have been "any later modification thereof".

Finally, as already noticed in the European Convention, the UNESCO Conventions makes use of the term "interpretation" instead of the more intricate "construction".

In light of the above, it can be argued that the UNESCO Convention makes use of *legalese*. However, it is also characterised by many instances of plain language, and the reader's ability to comprehend it seems to be somewhat taken into consideration.

Annex 4 summarizes the instances of plain English in the UNESCO Convention, as opposed to the European Cultural Convention.

## 3.2.3 Media Language

As regards media language, the only instances found in the UNESCO Convention regards the importance of a plurality of media accessible to people. Sample phrases are the following: "[r]eaffirming that freedom of thought, expression and information, as well as diversity of the media, enable cultural expressions to flourish within societies", and "measures aimed at enhancing diversity of the media, including through public service broadcasting". Hence, although ratified in 2005, specific media or digital language is not tackled in the UNESCO Convention.

# 3.3 The 2017 Operational Guidelines on the Implementation of the Convention in the Digital Environment

The Operational Guidelines on the Implementation of the Convention in the Digital Environment is a document approved by the Conference of Parties to the 2005 UNESCO Convention on the Protection and Promotion of the Diversity of Cultural Expressions at its sixth session (2017).

Hence, the guidelines provide a framework for the implementation of the UNESCO Convention in a digital environment, where information, goods and services can be stored and dealt with electronically. As Article 7 establishes, the Guidelines are addressed to public authorities, as well as non-governmental organizations, cultural and creative industries from the public and private sectors, including global digital platforms, Internet service providers (ISP) and other actors in the digital environment. The Guidelines are composed of 729 words (3,234 tokens).

## 3.3.1 Legalese

The Operational Guidelines present scattered instances of *legalese*. Annex 3 describes and summarizes the *legalese* elements which are found in this document. For example, the use of "shall" is still persistent when expressing obligations, as in phrases such as "these guidelines shall be interpreted and applied", or "[p]arties shall aim to adopt or update existing policies and measures". Also passive forms are used, as in the following phrases: "be interpreted and applied"; "the content being disseminated", or "works to be distributed". Polysemy is found in words such as "instrument(s)" and "provision(s)". Sample phrases are "the various legal instruments addressing the diversity of cultural expressions in the digital environment" (where "instruments" means "deeds" or "documents") and "cultural clauses in international bilateral, regional or multilateral agreements, namely provisions" (where "provisions" means "clauses", as specified by the phrase itself). In particular, the latter phrase presents instances of both *legalese* and plain language, as it uses the polysemous word "provision", but, at the same time, it provides a definition in order to avoid misunderstandings.

As far as complex prepositional or adverbial constructions are concerned, the adverbial clause "pursuant to" comes to the fore in phrases such as "pursuant to Article(s) (...) of the Convention". Long sentences are also present in the Guidelines. For example, a very long sentence is composed of 62 words (see Annex 3 for further details). Nonetheless, there is no syntactic discontinuity and the reading of the paragraph is quite smooth. As concerns nominalization, there are a few instances with the words "implementation", "collection", "development", "submission", and the like. Sample phrases are the following: "encourage the implementation of" or "encourage the collection of" (which could be simplified by changing them into "to implement" and "to collect", respectively); "foster the development of" (which could be replaced by "to develop"), and "through the submission of" (which could be changed into "by submitting"). The Guidelines also present near-synonyms, such as "policies and measures", and, as in the UNESCO Convention, "creation, production" and "distribution, dissemination". There are no other instances of *legalese*.

## 3.3.2 Plain English

There are several instances of plain language in the Operational Guidelines. As already noticed in the UNESCO Convention, for example, the Guidelines make use of the verb "to protect" instead of "to safeguard". A sample phrase is "protecting and promoting human rights". For the same reason, the intricate adverbial construction "irrespective of" is not used in the guidelines, but more understandable equivalents are mentioned, such as "regardless of" and "whatsoever the". Sample phrases are "which is applicable regardless of frontiers" and "reaffirm the recognition of the dual nature (cultural and economic) of cultural goods and services whatever the means and technologies used". Also, the intricate verb "comply with" is not present in the Guidelines, but it is replaced by "to respect" in the phrase "to respect (...) the Convention and these guidelines". Also, the plain form "consistent with" is used in the phrase "consistent with their obligations in Article 21 of the Convention". In this case, this expression clearly replaces the more intricate "without prejudice to" and/or "pursuant to". As noticed above, together with a limited use of "shall" (it is only mentioned 13 times, 1.8%), the modal verb "should" is present, especially in phrases such as "measures should aim to". As anticipated, the modal "should" can replace "shall" in some phrases, despite having different communicative functions. Finally, complex cataphoric and anaphoric elements such as "thereof" and "thereto" are not used, but are replaced by possessive adjectives, as the following phrases show: "the incorporation of explicit references to the Convention and these guidelines (...), as well as provisions that enable their implementation" (instead of "the implementation thereof") and "by including references to the Convention and to its aims and principles" (instead of "to the aims and principles thereof"). Annex 5 summarises the interesting examples of plain language discussed above.

## 3.3.3 Media Language

As anticipated above, the guidelines establish terms and principles on the basis of the new forms of electronic trade and commerce, as well as of the new exchanges of information, where computer programs, videos, images and audio recordings are distributed and shared constantly on digital platforms. Therefore, the document is rich in media language. Some interesting examples are summarised in Annex 6, which reports sentences and phrases where new forms of technologies and digital exchanges are mentioned and new rights are provided for. In the Operational Guidelines, in fact, there are new words entering the language of drafters, such as "open Internet"; "bandwith", "search engines"; "Internet service providers (ISP)"; "illicit trafficking online"; "online platforms"; "translation interfaces in the digital environment"; "private and community media"; "algorithms", etc. Some interesting and representative sentences are "encourage the creation of algorithms that ensure a greater diversity of cultural expressions in the digital environment"; "parties are invited to update their legislative and regulatory frameworks for public service, private and community media"; "encourage the use of digital tools and provide for digital competencies through education programmes", and "equal and non-discriminatory treatment of data traffic in the provision of Internet access services and related end-users' rights". Hence, it is remarkable how the Operational Guidelines have aligned with the new users' behaviours, market trends, and language. In this way, they have provided for new rights and obligations arising from the use of the Internet. Also, Table 2 below reports a linguistic analysis of the terms related to the media language used in the guidelines.

Table 2. Linguistic analysis of the media language used in the guidelines

|                                | <u> </u>  |
|--------------------------------|---|
| Words modified by "digital"    | Actors, competencies, creativity, distributors, divide, environment, issues, literacy, markets, matters, mechanisms, media, platforms, preservation measures, programmes, rights, strategies, technologies, tools, world. |
| Words modified by "online"     | Access, distribution, discussion, platforms, transaction.   |
| Words modified by "Internet"   | Access services, neutrality, service providers, universality.   |
| Words modified by "electronic" | Communications networks, information bulletins, legal deposit system.   |

As can be noticed, there is a wide variety of new terms introduced in the Operational Guidelines. For example, "digital actors" and "digital competencies", "online access" and "online distribution", or "Internet access services" and "electronic communications networks". These are samples of language pertaining to the new digital era. In particular, the modifier "digital" is mentioned 93 times (12.76%); "online" and "Internet" 9 times each (1.23%), and "electronic" three times.

In addition, the words "technologies" and "technological" are mentioned 19 times (2.61%) in phrases such as "know-how and sustainable technologies (hardware and software)"; "assess specific technological needs in order to promote geographical equity in the distribution of cultural resources as well as equitable access", and "promote digitization and the incorporation of technological tools into the cultural and creative industries' production processes".

As can be seen, the Operational Guidelines do contain an array of new media language which is aimed at tackling, protecting and promoting cultural diversity in the digital age. This language is plain *per se*, as it is the language of the new era; it is the *lingo* shared by millions of (digital) users with as few intricate words as possible.

## 4. Discussion

In light of the analysis of the conventions and the guidelines, it is self-evident that the language of international documents has evolved over time. The 1954 European Cultural Convention presented many instances of intricate, archaic and pedantic legal language, which probably mirrored the drafting style of the time. Over the years, not only has the use of *legalese* decreased to leave room to plainer forms, but also new terminology, or a new lingo, has emerged. Despite still relying on many forms of legalese, the 2005 UNESCO Convention already contained fewer instances of intricate language than the 1954 European Cultural Convention did. It also presented samples of plain language. Today, the Operational Guidelines are a clear example of how an international legal document can still be binding and yet enjoy more comprehensibility. As highlighted on the pages above, the Operational Guidelines are aimed at protecting cultural differences in the new digital environment, without strictly focusing on and indulging extensively in the use of legal terms or formulae. On the contrary, the drafters tried to adjust the 2005 UNESCO Convention principles to the latest developments in technology and the digital society. Therefore, new rights and obligations have come to the fore, such as those established in the many articles of the UNESCO Convention, which have been updated and renewed in the 2017 Guidelines. A clear example is the following article:

Consistent with their obligations in Article 21 of the Convention to promote the objectives and principles of the Convention in other international fora, and in order to foster an integrated approach in the areas of culture, trade and investment in the digital environment, Parties are encouraged to promote: (...) the consideration of introducing cultural clauses in international bilateral, regional or multilateral agreements (...) with particular attention to the status of e-commerce that shall recognize the specificity of cultural goods and services. [emphasis added] (Article 19 of the Operational Guidelines)

## 5. Conclusions

In light of the above, it can be claimed that the language of international conventions has evolved to reach increasing levels of comprehensibility. There is still much to do as far as plain language is concerned; however, the focus of the Guidelines is undoubtedly on an update of the UNESCO Convention language. Also, the Guidelines seem to strive for an adjustment of the rules to the new rights and obligations resulting from the digital era. This has made the Guidelines particularly apt for the new multi-media users and, at the same time, they are suitable to the layperson. As a matter of fact, not only do the Operational Guidelines provide for electronic end-users' rights, but they also establish rules for member states and public bodies. In this way, the document is conceived for both national drafters and the average person.

As anticipated, the drafting style is still formal and archaic in some parts. However, much seems to have been undertaken and it is hoped that future conventions will adopt an even more plain language style.

The weakness of this paper lies in the limited number of conventions analysed. A more indepth analysis of the language strategies developed in a greater number of international conventions would have probably led to more insightful and comprehensible results. Therefore, future research could build on the findings presented in this paper and expand the subject-matter to other conventions while integrating data and information by considering more internationally legally-binding documents.

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Annex 1 *Legalese* elements in the European Cultural Convention

| Legalese elements                                | Sample phrases  |  |
|--|---|--|
| Intricate language                               | The achievement of this aim would be <u>furthered</u> by; in order to <u>further</u> the aims of the present Convention; which do not <u>entail</u> additional expenditure; <u>endeavour to</u> promote the study of: the obligation of any person to <u>comply with</u> the laws and regulations in force.   |  |
| Cataphoric and anaphoric elements                | The governments signatory <u>hereto</u> ; and of such other European States as may accede <u>thereto</u> ; and questions relating to the interpretation <u>thereof</u>  |  |
| Ambiguous use of modal verbs                     | Each Contracting Party shall take appropriate measures  |  |
| Passive forms                                    | A declaration which shall be communicated; it shall be ratified; may be implemented; the present Convention being found to interest only a limited number of the Contracting Parties.   |  |
| Polysemy   | The <u>instruments</u> of ratification; the <u>provisions</u> of any existing bilateral cultural convention.  |  |
| Complex adverbial or prepositional constructions | Meetings at the seat of the Council of Europe <u>other than</u> those specified in paragraph 1 of Article 6; <u>insofar as</u> may be possible; each Contracting Party shall notify the Secretary General of the Council of Europe <u>in due course</u> ; <u>in order to</u> further the aims of the present Convention; for a period of five years <u>by means of</u> a notification in writing; <u>in the event of</u> certain proposals for the application of the present Convention; <u>provided that</u> their implementation entails no expenditure by the Council of Europe.  |  |
| Intricate cohesive elements                      | Such accession shall take effect on the date of receipt of <u>the said</u> instrument; the conclusion of <u>any further such</u> convention.  |  |
| Law French                                       | Secretary General   |  |
| Syntactic discontinuities                        | Having resolved to conclude a general European Cultural Convention designed to foster among the nationals of all members, <u>and of such other European States as may accede thereto</u> , the study of the languages, history and civilisation of the others and of the civilisation which is common to them all;  The Committee of Ministers of the Council of Europe may decide, <u>by a unanimous vote</u> , to invite, <u>upon such terms and conditions as it deems appropriate</u> , any European State <u>which is not a member of the Council</u> to accede to the present Convention.   |  |
| Long sentences                                   | Having resolved to conclude a general European Cultural Convention designed to foster among the nationals of all members, and of such other European States as may accede thereto, the study of the languages, history and civilisation of the others and of the civilisation which is common to them all;  The Committee of Ministers of the Council of Europe may decide, by a unanimous vote, to invite, upon such terms and conditions as it deems appropriate, any European State which is not a member of the Council to accede to the present Convention;  Any Contracting Party may specify the territories to which the provisions of the present Convention shall apply by addressing to the Secretary General of the Council of Europe a declaration which shall be communicated by the latter to all the other Contracting Parties. |  |

| Nominalization | The conclusions reached at the meetings () shall be submitted in the form of <u>recommendations</u> to the Committee of Ministers; provided that their <u>implementation</u> entails no <u>expenditure</u> by the Council of Europe; in the event of certain <u>proposals</u> for the <u>application</u> of the present Convention. |  |
|----------------|---|--|
| Near-synonyms  | The <u>laws and regulations</u> in force.   |  |
| Legal formulae | Nothing in the present Convention shall be deemed to affect;<br>In witness whereof the undersigned, duly authorised thereto by their respective governments, have signed the present Convention.  |  |

Annex 2 Elements of *legalese* in the UNESCO Convention on the Protection and Promotion of the Diversity of Cultural Expressions

| Legalese elements                                | Sample phrases  |  |
|--|---|--|
| Intricate language                               | As enshrined in the Universal Declaration of Human Rights; unless the Parties (to the dispute) otherwise agree;   |  |
| Cataphoric and anaphoric elements                | Taking into account the importance of the vitality of cultures, including for persons belonging to minorities and indigenous peoples, as manifested if their freedom to create, disseminate and distribute their traditional cultural expressions and to have access thereto; the functions of the Intergovernments Committee shall be: a)to promote the objectives of this Convention and the encourage and monitor the implementation thereof.  |  |
| Ambiguous use of modal verbs                     | This Convention <u>shall</u> apply to the policies and measures adopted by the Parties; its policies and measures <u>shall</u> be consistent with the provisions of this Convention.  |  |
| Passive forms                                    | Solidarity should <u>be aimed</u> at; may <u>be threatened</u> by the possibility of; must therefore not <u>be treated</u> as solely having commercial value; the last of the members of the Commission <u>being appointed</u> ;  |  |
| Polysemy   | In a manner consistent with the <u>provisions</u> of this Convention; the <u>provision</u> of official development assistance; the <u>provisions</u> of the international <u>instruments</u> adopted by UNESCO; notified by an <u>instrument</u> in writing   |  |
| Complex adverbial or prepositional constructions | In the event of a dispute between Parties to this Convention; in the event that one or more Member States of such an organization is also Party to this Convention; irrespective of the commercial value they may have; foster interculturality in order to develop cultural interaction; upon the request of; pursuant to Article 29; without prejudice to the other responsibilities conferred upon it by this Convention".   |  |
| Intricate cohesive elements                      | Recognized <u>as such</u> by the United Nations; shall inform the Parties <u>of any such</u> proposed distribution of responsibilities; including the competence to enter into treaties <u>in respect of such matters</u> ; <u>the said</u> amendments / provisions; to be () Party to this Convention <u>as so</u> amended.  |  |
| Law French                                       | The Director-General of UNESCO  |  |
| Law Latin  | Inter alia  |  |
| Syntactic discontinuities                        | International cooperation and solidarity should be aimed at enabling countries, especially developing countries, to create and strengthen their means of cultural expression, including their cultural industries, whether nascent or established, at the local, national and international levels; the Commission shall, unless the Parties otherwise agree, be composed of five members   |  |
| Long sentences                                   | International cooperation and solidarity should be aimed at enabling countries, especially developing countries, to create and strengthen their means of cultural expression, including their cultural industries, whether nascent or established, at the local, national and international levels; [t]his Convention recognizes the distinctive nature of culture as an important contributor to economic and social development and ensures that artists, creative professionals, practitioners and citizens worldwide can create, produce, disseminate and enjoy a broad range of creative goods, services and |  |

|                | activities, including their own.  |  |
|----------------|---|--|
| Nominalization | Presuppose the <u>recognition</u> of equal dignity of and <u>respect</u> for all cultures; upon <u>entry</u> into force of this Convention; for the <u>resolution</u> of the dispute; by <u>notification</u> to the Director-General; the <u>implementation</u> of their decisions; towards the <u>implementation</u> of this Convention. |  |
| Near-synonyms  | Ratification, acceptance, approval or accession; creation, production, dissemination, distribution of.  |  |
| Legal formulae | -   |  |

Annex 3
Elements of *legalese* in the Operation Guidelines on the Implementation of the Convention in the Digital Environment

| Legalese elements                                | Sample phrases  |  |
|--|---|--|
| Ambiguous use of modal verbs                     | These guidelines <u>shall</u> be interpreted and applied in relation to the Convention as a whole; Parties <u>shall</u> aim to adopt or update existing policies and measures.  |  |
| Passive forms                                    | The content <u>being disseminated</u> ; these guidelines shall <u>be interpreted and applied</u> ; provide opportunities for works to <u>be distributed</u> online; neutrality <u>is affirmed</u> as a principle in the Convention.   |  |
| Polysemy   | The various legal <u>instruments</u> addressing the diversity of cultural expressions in the digital environment; cultural clauses in international bilateral, regional or multilateral agreements, namely <u>provisions</u> .  |  |
| Complex adverbial or prepositional constructions | <u>Pursuant to Articles 5, 6, and 7 of the Convention; pursuant to Article 16 of the Convention.</u>  |  |
| Long sentences                                   | In the context of the United Nations 2030 Agenda for Sustainable Development and its Sustainable Development Goals (SDGs) and pursuant to Articles 13 and 14 of the Convention, Parties may elaborate national development policies and international assistance programmes that recognize the importance of cultural aspects and the complementarity of the economic, social and environmental dimensions of sustainable development in the digital environment. |  |
| Nominalization                                   | Encourage the implementation of digital preservation measures and the development of infrastructure; encourage the collection of comparative statistics; foster the development of viable cultural and creative industries; through the submission of written documents.  |  |
| Near-synonyms                                    | Adopt or update existing <u>policies and measures</u> to protect and promote the diversity of; <u>creation</u> , <u>production</u> , <u>distribution</u> , <u>dissemination</u> ;   |  |

Annex 4
Plain English elements in the UNESCO Convention on the Protection and Promotion of the Diversity of Cultural Expressions

| Plain English elements | Sample phrases (UNESCO Convention)  | Legalese equivalents in the 1954 European Cultural Convention |   |
|------------------------|---|---|---|
| Should                 | Conscious that cultural diversity forms a common heritage of humanity and should be cherished and preserved; They should seek to promote, in an appropriate manner, openness to other cultures. | Shall; endeavour to   | Each Contracting Party shall () endeavour to promote the study of its language or languages; Each Contracting Party shall (): encourage the study () of (). |
| Protect                | To <u>protect</u> and promote the diversity of cultural expressions.  | Safeguard   | To <u>safeguard</u> and encourage the development of European culture.  |
| Reaffirming            | Reaffirming that freedom of thought, expression and information, as well as diversity of the media, enable cultural expressions to flourish within societies.                                   | resolved to   | With respect to each signatory government ratifying subsequently; Having resolved to ().  |
| Respective             | Any later modification of their respective responsibilities.  | Thereof, thereto  | Any decisions relevant thereto.   |
| Interpretation         | Concerning the <u>interpretation</u> or the application of the Convention.  | Interpretation  | Questions relating to the <u>interpretation</u> thereof.  |

Annex 5
Plain English elements in the Operation Guidelines on the Implementation of the Convention in the Digital Environment

| Plain English elements       | Legalese equivalent               | Sample phrases (Operational Guidelines)   |
|------------------------------|-----------------------------------|---|
| To protect                   | To safeguard                      | <u>Protecting</u> and promoting human rights;<br>The same rights that people have offline must also be <u>protected</u> online.   |
| Regardless of; whatever the  | Irrespective of                   | Which is applicable <u>regardless of</u> frontiers;<br>Reaffirm the recognition of the dual nature (cultural and economic) of cultural goods and services <u>whatever</u> the means and technologies used.  |
| To respect                   | To comply with                    | All stakeholders are encouraged to <u>respect</u> and promote the Convention and these guidelines.  |
| Consistent with              | Without prejudice to; pursuant to | Consistent with their obligations in Article 21 of the Convention.  |
| Should                       | Shall                             | Measures should aim to ().  |
| Use of possessive adjectives | Thereof; thereto                  | The incorporation of explicit references to the Convention and these guidelines (), as well as provisions that enable <u>their</u> implementation; Establish a dialogue with the Parties and civil society () to raise <u>their</u> awareness; By including references to the Convention and to <u>its</u> aims and principles. |

#### Annex 6

Sentences and phrases where electronic means of communication are provided for

Supporting the principles of Internet universality that promote a Human Rights-based open Internet

Promoting a transversal approach to the diversity of cultural expressions in the digital environment

Encourage the use of digital tools and provide for digital competencies through education programmes

Promotion of the diversity of cultural expressions in the digital environment;

Parties are invited to update their legislative and regulatory frameworks for public service, private and community media

Establish new training programmes and education curricula for artists and other cultural professionals in the use of digital technologies to deepen their knowledge and skills for improved participation in a digital environment

Transparency in the distribution of income between digital distributors, Internet service providers (ISP) and rights holders as well as among rights holders

Access to necessary bandwidth

Encourage the creation of algorithms that ensure a greater diversity of cultural expressions in the digital environment

Encourage the diversity of digital media, including the multiplicity of digital distributors of cultural goods and services and digital actors (online platforms, Internet service providers (ISP), search engines, social networks),

Against piracy and the illicit trafficking of cultural goods online

Cooperation between online platforms (video, audio and other aggregators)

Readability of indexing and content referencing modes in order to ensure that the digital mechanisms (recommendation algorithms) determining the content available to the users provide a wide range of diverse cultural expressions in the digital environment

Support linguistic diversity and translation interfaces in the digital environment

These guidelines aim to safeguard, following the principle of Internet neutrality, equal and nondiscriminatory treatment of data traffic in the provision of Internet access services and related endusers' rights

iii See the lists on <a href="http://www.plainenglish.co.uk/the-a-z-of-alternative-words.html">https://www.plainlanguage.gov/guidelines/words/use-simple-words-phrases/</a>

See, for example: <a href="https://translatorswithoutborders.org">https://www.plainenglish.org</a>, or <a href="https://www.plainlanguageeurope.com">https://www.plainlanguageeurope.com</a>

https://www.collinsdictionary.com/it/dizionario/inglese-sinonimi/further

For example, all the expressions mentioned by Bhatia (2010) are fairly commonplace in the www.translatorswithoutborders.org website, whereas the English Style Guide uses only "in order to" and "in the event of".

Y See the list on the website: http://www.plainenglish.co.uk/the-a-z-of-alternative-words.html

vi See the list on <a href="http://www.plainenglish.co.uk/the-a-z-of-alternative-words.html">http://www.plainlanguage.gov/guidelines/words/use-simple-words.html</a> and https://www.plainlanguage.gov/guidelines/words/use-simple-words-phrases/

vii See the lists on <a href="http://www.plainenglish.co.uk/the-a-z-of-alternative-words.html">http://www.plainenglish.co.uk/the-a-z-of-alternative-words.html</a> and https://www.plainlanguage.gov/guidelines/words/use-simple-words-phrases/