

# LIAISON INTERPRETING IN INTERNATIONAL BUSINESS CONTRACT NEGOTIATIONS: THE LEGAL INTERPRETER AT THE CROSSROADS

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## Abstract

In the ever-growing and competitive global marketplace, companies must look for new ways to gain a competitive advantage. One of these ways is to negotiate provisions orally while drafting the contract *in instanti* with four hands. This practice – meant to foster trust, cooperation, and fair understanding – has made it imperative to seek collaboration with interpreters to navigate diverse laws, business practices, and above all, cultural differences. In this more nuanced, deeply interpersonal form of transaction, *liaison* interpreting in contract negotiations presents itself as a complex, challenging, and fruitful area of expertise. Yet, no previous study has explored this domain, whose originality for interpreters lies in that it combines two challenging aspects: the legal language of contracts with cooperative negotiation strategies in the business field. To address this gap, the study examines an authentic, interpreter-mediated meeting between German buyers and an Italian ceramic tile manufacturer. In this scenario, English serves as the *lingua franca* for the negotiation. Drawing on Wadensjö's (1998) framework for interpreting roles and renditions, along with Duranti's (2004) concept of Agency for related ethical and socio-cultural aspects, the interpreter's choices are ultimately evaluated from a purely unbiased and descriptive perspective within the cognitive-pragmatic framework of Relevance theory (Sperber and Wilson 1986). Findings reveal that legal interpreters need to constantly redefine and reconsider their role in this "hybrid" setting (Bhatia and Nodoushan 2015), thus blurring the boundaries between the purist vision of the *impartial interpreter* tasked with addressing crucial legal matters, and the *involved cross-cultural mediator* engaged in renegotiating identities and meanings when mutually beneficial business outcomes are expected to be achieved. The paper concludes with suggestions for future research, emphasizing the need to abandon broad interpreting *clichés* in favour of defining *ad hoc* quality standards for this area of expertise lying at the crossroads between legal and business domains.

Hybridity is a journey into the riddles of recognition [...] The issue is not whether to be for or against hybridity; the debate concerns another question: Hybridity so what? What is the significance of hybridity? To take this further means to unpack hybridity in its varieties and to distinguish patterns of hybridity. Meanwhile the other side of this question is: boundaries so what?

(Pieterse 2001: 220-224)

## 1. Introduction

In the ever-growing pace of competition in the international business arena (Helmold *et al.* 2022; Jones 2022), negotiating tailored agreements designed to foster trust, collaboration, and fair understanding is crucial if a company is to build and sustain a competitive advantage in the marketplace (Kickul and Lyons 2020; Maude 2020).

As part of this process, the asynchronous and impersonal technique of redlining<sup>1</sup>, traditionally carried out via e-mail or fax (Jung and Krebs 2019), is now being actively implemented in buyer-seller face-to-face negotiations.

This emerging approach, in which contracts are drafted *in instanti* with four hands, represents not merely a procedural shift but a paradigmatic reconfiguration of business negotiation dynamics (Townley 2022). Echoing the time-honoured principle that relationships, even in business, primarily develop through human interaction, the use of collaborative negotiation strategies gains added significance in our interconnected global marketplace. This transformation brings with it an array of challenges that range from navigating linguistic barriers to reconciling diverse laws, standards, business practices, and broader cultural differences (Helmold *et al.* 2020).

Drawing from the theory of “The Social Construction of Reality” (Berger and Luckmann 1966), we can gain deeper insights into this phenomenon. Specifically, this theory lends weight to the argument that ‘reality’ is not a fixed, objective entity, but is rather constructed and nurtured through the cumulative effects of individual and collective human interactions.

This sociological lens illuminates how differing perceptions of trust, legal obligations, and even the concept of ‘deal’ can be socially constructed during face-to-face international business contract negotiations. In this context, the traditional practice of redlining experiences a transformative evolution. Contractual norms are no longer merely applied in isolated, independent revision processes; instead, they are actively and collaboratively constructed through direct human interaction, reflecting the diverse traditions and practices that come into play.

Subsequently, the interpreter emerges as a crucial figure, functioning much like a bridge-builder, mediating not just language but also the unspoken assumptions and cultural underpinnings concerning what is fair, what is expected, and what is off-limits.

Importantly, this invisible framework does not solely impact the immediate deal but gradually evolves into a “social script” (Meng 2008), establishing a precedent and offering pragmatic guidance for future collaborations. Furthermore, this mutual comprehension can be instrumental in swiftly addressing potential conflicts, whether they manifest as legal disputes or cultural misunderstandings (Stallard 2001).

Delving into these complexities is operationally crucial and presents a fertile ground for scholarly investigation, particularly with the emergence of audioconferencing, videoconferencing, and telepresence technologies (Karl *et al.* 2022). These technologies have already become the new norm for business interactions in a post-pandemic world

<sup>1</sup> “The process of reviewing a contract, adding, modifying, or deleting contract language, and indicating where such changes to the contract have been made so that they are conspicuous to the other party” (Guth 2007: 94).

(Standaert *et al.* 2022) and may further extend their reach by facilitating practices once regarded as logistically challenging, such as real-time, collaborative contract drafting.

Obviously enough, these circumstances are expected to open up new opportunities and perspectives for professional interpreters worldwide, with companies seeking their assistance to build friendly long-term relationships and prevent costly disagreements. Yet, to the author's best knowledge, no previous study in Dialogue Interpreting (DI) has explored this area of expertise, whose originality for interpreters lies in that it combines two challenging aspects: the legal language of contracts with cooperative negotiation strategies in the business field<sup>2</sup>.

### 1.1. *Defining the field of study*

Considering the paucity of research in the domain, the first challenge the practice of interpreting in contract negotiations still faces is that of its name, scope, and distinguishing features. In that respect, in this paper I propose to include the research subject at hand under the broader category of *liaison interpreting* (Gentile *et al.* 1996; Russo 2013; Smirnov 1997). The reasoning behind this rationale is multifaceted, encompassing both practical and strategic perspectives.

First, the French term *liaison* emphasizes the idea of *connecting* paths to improve mutual understanding and cooperation between the parties (Gentile *et al.* 1996). This aspect is obviously essential for success in international contract negotiations, where the transfer is not limited to the interlingual transposition of an existing contract but is embedded in a highly heterogeneous brokerage activity (Garrett 2005). Second, within the broader definition of DI, the term *liaison* allows for distinguishing smaller-scale private settings from public service interpreting in institutional contexts (i.e. courts, police stations, and healthcare services) (Hale 2011). Whereas in the latter, power asymmetries between primary participants are inherently easy to define (Pöchhacker 2016), in contract negotiations, the symmetry between business peers (Lee 2022) suggests multiple goals that may dynamically oscillate, even during the same meeting, between genuine collaboration and cut-throat antagonism along a cline from “cooperative and friendly” to “competitive and hostile” atmospheres (Morris *et al.* 1998: 362).

Specifically, as suggested by the analysis of authentic legal negotiations (Townley 2022), nothing is coincidental in this discursively complex arena. Parties active in the negotiation typically plan their goals carefully before the meeting. They identify the “target point” and the “resistance point” within a “zone of possible agreement” (ZOPA) where the “best alternative to a negotiated agreement” (BATNA) is the most advantageous alternative course of action a party can take if the negotiation as planned fails (Fisher *et al.* 1999) (see Appendix, Figure 1).

In this dynamic context, it emerges that the main challenge for interpreters lies in striking a fine balance. They need to be visible enough to facilitate communication

<sup>2</sup> The fairly rich body of research on DI has either considered legal interpreting in public service settings (see Erickson *et al.* 1978; Pokorn and Mikolič Južnič 2020; Roberts 2002; Skaaden 2019; Tipton and Furmanek 2016; Wodak-Engel 1984) or business negotiations *per se* (see Blinstrubaitė 2000; Braun and Kohn 2012; Fatehi 2008; Krajewska 2021; Smirnov 1997; Xiang *et al.* 2020; Zheng and Xiang 2018), with contract language remaining firmly anchored within the privileged realm of legal translation (see Alcaraz and Hughes 2014; Engberg 2020; Gurduza 2019; Šarčević 1997).

while remaining unobtrusive enough not to alter a negotiation course that has been intricately charted in advance (Fatehi 2008; Forsyth 2009).

### 1.2. *Research hypothesis*

Given the foregoing, the impetus for the current research was to advance our understanding of how the intricacies surrounding the interpreter's role unfold in real-world contexts, in light of the concern that "we often simplify things for focusing on pure genres, whereas in real-life situations, genres are most often found in hybrid forms" (Bhatia and Nodoushan 2015: 124).

Extrapolating further, the research hypothesis posits that *liaison* interpreting in business contract negotiations necessitates a unique blend of interpreting strategies and sets of criteria, distinct from those employed in purely legal or business contexts. The allusion is to some good old-fashioned rules, which, if taken *per se*, would imply irreconcilable behavioural patterns on the part of the interpreter. On the one hand, the figure of the 'mitigator' (see Merlino 2009) tasked with smoothing things over in exploratory phases of business meetings; on the other, the catch-all expression of the 'conduit metaphor' (see Reddy 1993) in courtroom settings. However, just as imposing unintended face-saving behaviours (Goffman 1967) may alter the consensual resolution of a dispute on terms and degree of reciprocal concessions, the 'invisibility ideal' (see Martínez-Gómez 2015) may be incapable of addressing the active, intervening, and flexible role that interpreters play to promote mutual understanding, which is the necessary and sufficient condition for the parties to reach a real, lasting agreement.

This situation clearly calls for new and more nuanced ways of conceptualizing the role of legal interpreters in this "hybrid" (Bhatia and Nodoushan 2015) setting lying at the crossroads between legal and business domains.

### 1.3. *Research objectives*

Based on the author's professional experience, the article presents a case study centred around an authentic recorded meeting. The investigation focuses on an interpreter-mediated contract negotiation between German buyers and an Italian ceramic tile manufacturer, where English serves as the *lingua franca* for the negotiation.

The primary objective is to explore interpreting strategies from a purely unbiased and descriptive perspective within the cognitive-pragmatic approach of Relevance Theory (Sperber and Wilson 1986). This decision is motivated by the absence of specific codes of conduct or best practices to refer to, as well as the modest size of this first exploratory study, both of which suggest the need for caution in making strong conclusions and advancing formal prescriptive models.

Building upon this foundation, the overarching goal of this study is to provide initial insights into the uncharted territory of *liaison* interpreting in international business contract negotiations, serving as a stimulus for subsequent research and laying the groundwork for the development of more comprehensive ethical frameworks and training programs for interpreters.

Given the author's dual role as interpreter and researcher, extra caution has been exercised to enhance methodological rigour and minimize potential bias, which in turn ensures the study's validity and establishes a replicable model for future research in the field. Therefore, in pursuit of harmonizing objectivity with innovation, this study

embraces a distinctive multi-dimensional analytical approach. This approach thoughtfully combines the reliability inherent in established models while simultaneously breaking through their traditional analytical confines to address the unique nuances of the field under scrutiny.

Accordingly, Wadensjö's (1998) Analytical Framework is utilized for the systematic categorization of interpreting renditions and roles. The rationale for selecting this framework is based on its widespread use in DI studies, ease of replication, and its potential to facilitate cross-field comparisons in upcoming research.

Subsequently, Duranti's (2004) Model of Agency is incorporated to delve deeper into the ethical and socio-cultural aspects of the interpreter's role. This refinement of the analysis is meant to assess how interpreters can demonstrate the capacity to exercise autonomy, make impactful decisions, and engage ethically across languages and cultures in the specialized domain under investigation.

Ultimately, this integrated framework, innovatively synthesizing and expanding upon established methodologies, may extend its utility beyond its current scope to various professional domains within DI studies. In an era characterized by increasing interdisciplinarity, the interplay of diverse cultural landscapes, and the rapid progression of artificial intelligence, the framework underscores the imperative to retain complexity in analysis. It challenges the idea of a limited or partial perspective on interpreters, advocating instead for a deep comprehension of their intricate function. Such an understanding is critical to prevent the oversimplification of complex intercultural interactions, ensuring that interpreters are recognized as indispensable, rather than replaceable, in navigating these multifaceted dynamics.

The remainder of the paper is structured as follows. The next Section delves into the core concepts of Relevance Theory (Sperber and Wilson 1986), setting the theoretical stage for the study. Section 3 rigorously outlines the methodology employed, which not only serves as a critical foundation but also guides the case study analysis detailed in Section 4. The paper concludes with final thoughts and suggestions for future research.

## 2. Theoretical framework

Data discussed in Section 4 are interpreted in the light of Relevance Theory. Initially developed by Sperber and Wilson (1986) as a theory of communication, it focuses on the dual nature of human communication as (i) ostensive behaviour and (ii) inferential process geared to the maximization of relevance. According to this cognitive-pragmatic approach, every act of ostensive stimulus to be effective must convey a presumption of its own "optimal relevance" identified as a positive trade-off between "contextual effect" and "processing effort" (*ibid.*).

It now appears reasonable to argue that such principles may be applied to the interpreting process by viewing the act of interlingual transposition as an instance of "secondary communication" (Gutt 1990), where the concept of "relevance" emphasizes the need to *interpret* the original message by selecting those "communicative clues" (Gutt 1991) that most closely correspond to the requirements of the target situation.

This clearly presupposes that the idea of context cannot be reduced to a stable set of situational constraints but also incorporates a crucial cognitive dimension (Baker

2006) identifiable with the set of assumptions participants use in actual exchanges in interaction<sup>3</sup> (Mason 2006).

Ruling out the possibility of entertaining the notion of interpreters as “invisible pipe[s], with words entering in one language and exiting – completely unchanged – in another language” (Morris 1999: 6), this approach allows for a wide range of possibilities regarding the degree of involvement of the interpreter whose most difficult task is “to adjust one set of premises/assumptions to the set necessary for communication in a different linguistic/cultural environment” (Mason 2006: 361-362).

In this “clue-based interpretative use of language across language boundaries” (Zhonggang 2006: 48), the core relation between source discourse (SD) and target discourse (TD) may be well understood in terms of the graded notion of “interpretative resemblance” (Gutt 1990: 154 emphasis added), which, as suggested by its name, avoids the contentious and rigid concept of ‘identity’ (see Hostová 2017) and places the notions of “direct translation” and “indirect translation” (Gutt 1990: 154) on a *continuum*. While the former identifies renditions acting as interlingual quotations of the SD, the latter tackles the lesser or greater degree of changes the SD may undergo to become cognitively/pragmatically optimally relevant for the target audience<sup>4</sup>.

Rather than reflecting a misguided attempt to echo the hackneyed and contested dichotomy between ‘free’ and ‘literal’ renderings (see Baker 1998), this theoretical approach provides the opportunity to fine-grain the analysis of interpreting choices on the basis of “the sharing of explicatures and implicatures” between SD and TD (Gutt 1998: 48). As such, it will be used in the case study that follows to complement existing taxonomies (Gavioli and Baraldi 2011; Mathis and Yule 1994; Wadensjö 1998) while expanding on the idea that assigning pre-defined and fixed roles to justify the interpreter’s choices may lead to “problems of inconsistency” with roles always being “partially undefined” (Anderson 2002: 212) simultaneously “context-shaped” and “context-renewing” (Schegloff 1984). This contention may hold especially true in hybrid settings where, as it is posited, clichés typically associated with either of the fields embedded in the genre may need to be deconstructed, redefined, and critically stretched to address culturally diverse, interdisciplinary flexible, globalized scenarios.

Before delving into the case study, it may be well to answer in advance a possible objection: that the relevance-oriented approach in question could make a case for the ‘anything goes’ mentality, as long as communicative efficiency between the parties is achieved. However, as previously stated, the purpose of this study is not to prescribe specific interpreting strategies but to explore them in real-life professional contexts where the imperative for effective communication must align with ethical and social-cultural considerations.

<sup>3</sup> As the reader can observe, the principle of “optimal relevance” (Sperber and Wilson 1986) is not actually one followed by the interpreter, but one followed by the parties using the interpreter. Therefore, the interpreter’s task is to consider the participants’ evolving process of understanding, recognizing its dynamic nature and absence of rigid rules.

<sup>4</sup> This approach implies that the notion of ‘fidelity’ and ‘faithfulness’ (see Baker 1998) to the SD is not limited to instances of “direct translation”, as it is also possible to consider instances of “indirect translations” (Gutt 1990) as equally faithful renderings of the SD, since the *tertium comparationis* for determining whether an interpreting strategy is effective, is “optimal relevance” (Sperber and Wilson 1986), which is achieved by maximizing contextual effects while minimizing processing efforts.



### 3. Methodology

#### 3.1. Data collection

The primary data for the analysis was collected from a two-hour, face-to-face business negotiation the author took part in as a freelance interpreter. The meeting was partially audio-recorded with the consent of all participating parties. Post-negotiation written consent was acquired for academic use of the recording. Adhering to ethical guidelines, a non-disclosure agreement was implemented, and all personally identifiable information was anonymized before analysis.

#### 3.2. Context and participants

The recorded negotiation occurred after a prior encounter on the preceding day, which was dedicated to welcoming the buyers and arranging a showroom visit. It included representatives from an Italian ceramic company and a German buyer interested in floor tiles for an architectural showroom in Hannover. The discussion framework comprised (i) the interpreter, (ii) an Italian sales manager with assistance from an Italian lawyer, and (iii) two German managers. The negotiation was conducted in English as a *lingua franca* to accommodate the multilingual participants. Overall, it followed a cooperative approach, with the Italian sales manager particularly keen on presenting advantageous offers to secure new customers through a win-win strategy.

#### 3.3. Data storage

All audio recordings and transcripts were securely stored on a password-protected computer owned by the Italian lawyer engaged in the negotiation. Initially, these files were kept for final contract review, as evidence in case of renegotiations or alterations to the agreed-upon conditions, or in the event of unjustified abandonment during pre-contractual negotiations. Once the contract was definitively signed, or if there was no legal necessity to retain these files, they were scheduled for deletion. Access to these files was strictly limited to the researcher for the purposes of this academic study.

#### 3.4. Sampling strategy

Excerpts from the recorded negotiation were selected for analysis using a dual-criteria approach. First, segments were chosen to ensure confidentiality, focusing on those containing minimal sensitive information or details that could be easily anonymized. Second, the analysis primarily focused on excerpts that prominently showcased the interpreter's strategies, thus omitting those entailing lengthy and tangential or off-topic discussions.

#### 3.5. Transcription

The selected excerpts were initially transcribed using Express Scribe software to create a basic text. For a more in-depth analysis encompassing prosodic elements such as pauses and intonation, the open-source Praat software (Boersma and Weenink 2019) was utilized<sup>5</sup>. In the analysis (Section 4), the transcription conventions established by

<sup>5</sup> Although these prosodic features are included in the transcription for comprehension purposes, it is worth noting that they are not the primary focus of this study's analysis.

Jefferson (2004) were adhered to, as outlined in Table 1. Additionally, for the sake of clarity, an English translation accompanies each Italian turn in the conversation.

|          |  |
|----------|--|
| .        | falling intonation                                   |
| ,        | continuing intonation                                |
| ?        | rising intonation                                    |
| [        | the point at which speakers start to talk in overlap |
| =        | no time lapses between the latched utterances        |
| (number) | silence measured in seconds                          |
| (.)      | a micropause – silence under 0.2 second              |
| :        | stretching of the preceding sound                    |
| CAPITAL  | especially loud talk                                 |
| >word<   | compressed or rushed speech                          |
| hhh      | exhalation   |
| hh       | inhalation   |

**Table 1.** Transcription conventions (adapted from Jefferson 2004)

### 3.6. *Research design and analytical framework*

The study employs a qualitative research design to investigate the linguistic and decision-making strategies employed by interpreters in international business contract negotiations. The research integrates two established frameworks: Wadensjö's (1998) Analytical Framework for rendition types and interpreter roles, and Duranti's (2004) Agency Framework.


#### *Wadensjö's Analytical Framework*

Rendition types, as displayed in Table 2, are divided into “close renditions”, which closely adhere to the original utterance, and “divergent renditions” a broader category encompassing seven of the eight types that allow for various modifications to the original content. This analytical framework not only resonates with the concept of “interpretative resemblance” (Gutt 1990: 154), discussed in the theoretical framework (Section 2), but also provides practical categories that have demonstrated effectiveness in various specialized fields within DI studies. This suggests its suitability for application in an uncharted field, such as the one examined in this study.

As detailed in Table 3, Wadensjö's Analytical Framework categorizes interpreter roles into “reception” and “production”, with the latter incorporating Goffman's (1981) framework. While it is true that Wadensjö's “reception format” complements Goffman's production format effectively<sup>6</sup>, her categories of listener roles as “reporter”, “recapitulator” and “responder” roles, seem to align more with speaker roles rather than with

<sup>6</sup> Specifically, Wadensjö (1998) suggests that an interpreter taking or being given a reporter's role in the reception format would be expected to speak only in the restricted sense of ‘animator’ of someone else's speech; by taking or being given a recapitulator's role, an interpreter would be expected to speak as both animator and author of the production format, whereas interpreters taking the role of responder would relate to their talk as animator, author and principal.



|   | <b>Rendition Type</b> | <b>Description</b>   |
|---|-----------------------|--|
| Close Renditions<br><br>Divergent Renditions | Close                 | A rendition that mimics the explicit content of the original.                |
|   | Expanded              | Includes more explicitly expressed information than the original.            |
|   | Reduced               | Includes fewer explicitly expressed pieces of information than the original. |
|   | Substituted           | A combination of expanded and reduced renditions.                            |
|   | Summarized            | Correspond to two or more preceding originals.                               |
|   | Two-part              | Conveys one original utterance into two or more renditions.                  |
|   | Non-renditions        | The interpreter's addition has no explicit correspondence in the source.     |
|   | Zero-renditions       | Parts of the original left without translation.                              |

**Table 2.** Rendition Types as defined by Wadensjö (1998)

traditional listener roles. Not dissimilarly, Wadensjö (1998: 91) clarifies that her listener roles denote “different *modes of listening* (and subsequently reacting)” and advocates that distinguishing different modes of listening would help “more thoroughly elucidate how individuals demonstrate their own opinions and attitudes concerning rights and responsibilities in interaction” (*ibid.*: 92).

Taking into account these observations, the current study adopts a more comprehensive approach by providing a holistic description of how these formats integrate into a unified perspective to define the roles of the “reporter”, “recapitulator”, and “responder”, as described in the ‘Description’ section (Table 3). Accordingly, in the subsequent analysis (Section 4), exclusive emphasis is placed on the utilization of Wadensjö’s terminology for enhanced readability, leaving its relationship with Goffman’s (1981) model to be readily inferred from the provided table (Table 3).

| <b>Reception Format</b><br>(Wadensjö 1998) |   | <b>Production Format</b><br>(Goffman 1981) | <b>Description</b>   |
|--|---|--|--|
| Reporter                                   | → | Animator                                   | Listens and memorizes recently spoken words by another speaker, akin to a “repeat-after-me” exercise. Is responsible for the physical action or verbal expression during the interaction, but the content and the structure of the message are not of their own creation as they originated from someone else or are attributed to someone else (i.e. animator). |
| Recapitulator                              | → | Animator, Author                           | Re-establishes and summarizes what the previous speaker said. Ascribes the ultimate responsibility and authority behind their utterance to someone else (i.e. animator) but takes on and/or is ascribed responsibility for composing and organizing the utterance (i.e. author).   |

|           |   |                             |   |
|-----------|---|-----------------------------|---|
| Responder | → | Animator, Author, Principal | Introduces their own content, engages in two-way conversation, and uses non-verbal cues akin to direct interlocutors. Is simultaneously the animator (i.e. the utterer of the words) and the author of the utterance (i.e. creator of the structure of the message) and would be understood as carrying the responsibility and authority for what is said (i.e. principal, as does not ascribe to someone else the ultimate responsibility for what is said). |
|-----------|---|-----------------------------|---|

**Table 3.** Interpreter’s relationship between reception format and production format (adapted from Wadensjö 1998)

### *Duranti’s Agency Framework*

To delve deeper into the ethical and socio-cultural aspects of the interpreter’s role, the study incorporates Duranti’s (2004) Model of Agency. Within this model, “Ego-Affirming Agency” refers to entities that have “some degree of control over their behavior”, while “Act-Constituting Agency” pertains to entities “whose actions in the world affect other entities” (*ibid.*: 453-454).

As a novel contribution, this study introduces a third dimension: ‘Ethic-Defining Agency’ which builds upon Duranti’s (*ibid.*: 453) third, previously unnamed facet of agency, which he explicitly describes as “the property of those entities whose actions are the object of evaluation”.

Table 4 adapts Duranti’s (2004) Model of Agency for the context of this study. While agency is represented in a tripartite structure, it is essential to understand it as a unified, interdependent concept<sup>7</sup>. Throughout the case study, the analysis might occasionally focus on one subcategory of agency over the others for targeted scrutiny to examine their real-world flexibility<sup>8</sup> and adaptability. However, this focus does not undermine the ongoing relevance of the other dimensions, as outlined in Table 4. In essence, it is assumed that all dimensions are present and function in accordance with the principles provided in the same table, even if they are not explicitly analysed. This approach allows us to explore how individual dimensions of agency manifest in specific contexts while maintaining a comprehensive view of the overarching, integrated concept of agency.

<sup>7</sup> The term ‘highly interdependent’ signifies that each dimension of agency—Ego-Affirming, Act-Constituting, and Ethic-Defining Agency—are not isolated constructs but interact reciprocally. For example, an interpreter’s decision to adopt a particular interpreting strategy (Act-Constituting) may be influenced by their sense of professional identity (Ego-Affirming), and, in turn, be subject to ethical scrutiny (Ethic-Defining). These dimensions, therefore, do not operate in isolation but are co-constitutive.

<sup>8</sup> ‘Flexibility’ is intended here as adaptability to various situational and contextual factors. For instance, ‘Ego-Affirming Agency’ could manifest in nuanced ways based on the expectations of specific stakeholders, the complexity of the discourse, or even the power dynamics at play. Similarly, ‘Act-Constituting Agency’ could range from having a direct, tangible impact on dialogues to serving a more background role of clarifying and facilitating communication. Finally, ‘Ethic-Defining Agency’ accommodates different ethical and legal considerations, which can also be context-dependent. In essence, the individual flexibility of each dimension allows for a tailored, context-sensitive approach, especially useful in hybrid settings that intersect various professional domains.

| Category                               | Definition   |
|--|--|
| Ego-Affirming Agency (Duranti 2004)    | This agency type focuses on the interpreter as an active, conscious, independent, and deliberative agent who exercises control over their actions. It involves actions and decisions that warrant distinct recognition separate from that accorded to the contracting parties.   |
| Act-Constituting Agency (Duranti 2004) | This agency type centres on the interpreter's ability to make impactful decisions that go beyond influencing their actions alone. Interpreters, in this role, become co-constructors of the shared negotiation reality. They have the capacity to influence not only their own actions but also the negotiation environment and the negotiation process, affecting both semantic and pragmatic aspects of communication.   |
| Ethic-Defining Agency                  | This agency type emphasizes unique ethical considerations intrinsic to the interpreter's role. It acknowledges that, in contrast to the contracting parties, interpreters are subject to a separate set of expectations and responsibilities guided by ethical and professional standards. While interpreters actively influence the negotiation process, this role is constrained and guided by the need to maintain the autonomy of the contracting parties and the integrity of the transaction. The interpreter's actions ensure that the final agreement faithfully embodies the intentions of the parties involved, distinguishing them as specialized agents within this complex dynamic. |

**Table 4.** Categories of agency in liaison interpreting in business contract negotiations

#### 4. Analysis

##### 4.1. Excerpt 1: "Basically they want to be sure...": explicitation strategies, summary renditions, reported speech

| IL = Italian lawyer; ISM = Italian sales manager<br>I = interpreter; GB = German buyers |  |
|---|--|
| (1) IL:   | Okay (.) >digli pure che quanto alla garanzia è assicurata l'assenza di vizi e difetti secondo l'articolo 1490< quei vizi che rendono i prodotti INIDONEI ALL'USO cui sono destinati o ne DIMINUISCONO in modo apprezzabile il valore (.) e poi la garanzia è esclusa DOPO la posa in opera o in caso di USO INCORRETTO da parte dell'acquirente<br><i>Okay, tell them, as far as the guarantee is concerned, that the absence of flaws and defects is guaranteed pursuant to Article 1490. Those flaws that render the products unsuitable for their intended use or significantly reduce their value. In addition, the warranty does not operate following the installation or in case of incorrect use attributable to the buyer.</i> |
| (2) I:  | The warranty assures the BUYER that the products are free from flaws and defects pursuant to article 1490 of the ITALIAN CIVIL CODE (.) meaning those flaws which eh: make the products UNSUITABLE for their intended use or considerably DECREASE their value (0.1) warranty of any kind is also excluded in case of INCORRECT USE by the buyer and after the: INSTALLATION   |
| (3) GB:   | Ehm: but you fully guarantee that the goods match the samples right? something like a lack of conformity clause (.) to guarantee that wood effect we saw yesterday like ehm: real reclaimed WOOD as you called it with that ehm: embossed effect (.) that's exactly what we're looking for (.) no GLOSSY EFFECT that looks like >I mean< like fake marble (.) just that DARK >dark< tobacco colour with irregular brown strokes (.) it's a matter of design you know (.) we don't want trouble here  |

|        |   |
|--------|---|
| (4) I: | <p>In pratica loro vogliono la certezza che riceveranno esattamente lo stesso materiale che hanno scelto ieri con sempre con lo stesso effetto legno &gt;le venature la tonalità e la ruvidità tutto&lt; (.) l'effetto tabacco scuro non il naturale (.) eccetera eccetera (.) fa tutto parte del design del loro showroom soprattutto NON VOGLIONO nessun effetto lucido che: sembri finto marmo quindi chiedono se garantite la conformità al campione tipo una clausola di confor[mità</p> <p><i>Basically, they want to be sure that they will receive exactly the same material they chose yesterday, the same- the same wood effect, veining, tone and roughness ... everything, the dark tobacco effect, not the natural one, etcetera etcetera. It's all part of the showroom's design, and they especially don't want any glossy effect that looks like fake marble, so they ask if you can guarantee that the products conform to the samples, kind of like a lack of conformity clause</i></p> |
|--------|---|

**Table 5.** Excerpt 1. “Basically they want to be sure...”: explicitation strategies, summary renditions, reported speech

The analysis of Excerpt 1 (Table 5) reveals several noteworthy features. In most instances, the roles of the impartial interpreter and the cross-cultural mediator do not appear to be mutually exclusive. Specifically, when dealing with critical legal matters, the interpreter’s primary goal is to balance accurate renditions of the SD while also ensuring a smooth flow of conversation and cross-cultural understanding to prevent later disagreement (Al Nuaimi 2021).

From a cognitive-pragmatic perspective, achieving “optimal relevance” (Gutt 1991) in communication between the parties may encounter challenges, mainly due to the German buyers’ lack of familiarity with the Italian private law norms that govern the contract<sup>9</sup>.

As a result, in the interpreter’s first rendition (2), the contextual assumption *Italian civil code*, which is implicated in the SD, is made explicit. This is achieved through an “expanded rendition” followed by the explanatory device *meaning* to provide clarification, hence positioning the interpreter as a “responder” (Wadensjö 1998).

These procedural and linguistic strategies enrich the content of the SD by reshaping a “weak implicature”, that may not be readily accessible to the German buyers, into a relevant stimulus (Sperber and Wilson 1986). This approach can meet the cultural expectations of the German buyers, who typically regard exactness and transparency as part of the broader principle of fairness (Schroll-Machl 2016).

On a more comprehensive level, the use of this “expanded rendition” (Wadensjö 1998) illustrates the interpreter’s efforts to address both practical and ethical challenges associated with her role. Despite being directly addressed by the Italian party (*tell them*) (1), the interpreter maintains neutrality precisely through proactive measures aimed at ensuring a constructive flow of conversation. This complexity adds depth to the concept of ‘Ethic-Defining Agency’, demonstrating a commitment to benefitting both

<sup>9</sup> General terms and conditions of purchase of goods and supply services in the ceramic district of Modena and Reggio Emilia typically designate Italian law as the applicable law, expressly excluding the Vienna Convention (see bibliography for website references). Notwithstanding variations in wording, conceptual consistency can be noticed, roughly expressed as follows: *These General Terms and Contracts shall be governed by and construed in accordance with Italian law. The United Nations Convention on Contracts for the International Sale of Goods of 1980 (Vienna Convention) is expressly not applicable* (see bibliography for website references).

parties rather than solely serving the interests of the client who commissioned the interpreting services.

The interpreter's visibility in balancing legal accuracy and cross-cultural communication becomes more pronounced in the second intervention (4). Here, the interpreter chooses to play the role of a "recapitulator" and provides a "summarized rendition" (Wadensjö 1998) of the buyers' request (*they want to be sure that they will receive exactly the same material that they chose yesterday*). In this way, only the most important details of their demand are conveyed (*the same wood-effect, veining, tone, and roughness...*), following the "communicative clue"<sup>10</sup> (Gutt 1991) *basically*, which is added by the interpreter in the TD.

Notably, in this abridged interpretation, the "zero-rendition" (Wadensjö 1998) of excluded elements is balanced by the inclusion of other "communicative clues" (Gutt 1991). These clues consist of discourse fillers (*everything*), and ellipses (*etcetera etcetera*) (4). They explicitly communicate to the Italian party that the German party referenced additional details, which are not present in the TD<sup>11</sup>. Overall, this strategy appears to be justified by the fact that the Italian sales manager can readily deduce from contextual assumptions the nature of these details, as he had previously described the tiles using the same terminology the day before, making him more knowledgeable about them than anyone else.

If we consider a fundamental aspect of human communication to be the cooperative effort in expressing and understanding intentions (Grice 1975), we can conclude that via this "summarized rendition" (Wadensjö 1998), the interpreter aims to report not only the 'informative intention' of the SD, which undergoes restructuring in the TD, but primarily its 'communicative intention' (i.e. the buyers' primary concern about receiving lower-quality goods).

In this specific case, the notion of "relevance" denotes tailoring the message for the Italian party, which is more likely to speak practically and less inclined to revisit previously agreed-upon issues. From this vantage point, it may be easier for them to recognize the importance of offering the counterparty not just a 'formal legal warranty' (*the warranty assures the buyer that the products are free from flaws and defects pursuant to Article 1490 of the Italian Civil Code*) (2) but also a 'warranty of trust'. In doing so, it may reassure the Germans that the Italian party is not attempting to 'muddy the waters' and exploit the ambiguity of legal terms (*flaws that render the products unsuitable for their intended use or significantly reduce their value*) (1) to reject any implicit warranty in the future.

Bridging diverse needs and aspirations, the interpreter takes on a role beyond being a mere linguistic conduit and becomes an entity exercising "Act-Constituting Agency"

<sup>10</sup> The term "communicative clue" refers to hints or signals within communication that "guide the audience to the interpretation intended by the communicator", emphasizing the significance of clues that facilitate the desired interpretation in communication (Gutt 1991:127).

<sup>11</sup> This observation both complements and enriches the perspective advanced by Gallai (2022), who underscores the critical importance of preserving discourse markers and other procedural devices in the Target Discourse (TD) to facilitate optimal communication. However, while Gallai primarily focuses on the challenges of maintaining these elements during the interpretation process, the analysis of this case study reveals that such linguistic devices can also be intentionally incorporated by the interpreter into the TD as part of a broader communicative strategy. This additional insight highlights the interpreter's "agency" (Duranti 2004) within the communication process.

(Duranti 2004), attempting to influence the parties' cultural understanding and reception, thus contributing to the co-constructed reality of the negotiation setting.

Finally, although the “zero quotative” approach (Mathis and Yule 1994) is usually defined in purely legal settings as the canonical form or “*the sign of professionalism*” (Bot 2005: 239 emphasis in the original), this excerpt may also lend credence to the idea that in real-world “hybrid” contexts (Bhatia and Nodoushan 2015), a grey area may emerge and potentially justify the use of indirect speech formulations in “summarized renditions” (Wadensjö 1998) (4) to achieve communicative effectiveness for the benefit of both parties.

4.2. *Excerpt 2: “Let’s say it’s just like wine...”: suspended turns, quotative strategies, semantic creativity*

| IL = Italian lawyer; ISM = Italian sales manager<br>I = interpreter; GB = German buyers |  |
|---|--|
| (5) ISM:  | <p>Allora su questo punto dobbiamo essere chiari (0.1) non mettiamo nei nostri contratti proprio una clausola di non conformità (.) diciamo che di solito tutte le: ceramiche del comprensorio seguono la raccolta degli usi della camera di Commercio di Modena (0.1) &gt;ecco&lt; mettendo nei contratti che le indicazioni contenute nei cataloghi quanto a tonalità e venature (.) sono indicative e assolutamente NON vincolanti per i materiali di seconda terza scelta e stock (.) invece la prima ha tolleranza al 5%</p> <p><i>Well, on this point, we must be clear ... we don't include a lack of conformity clause in our contracts per se, let's just say that all ceramics in the area usually follow the collection of practices of the Modena Chamber of Commerce...stating in contracts that any indication contained in the brochures, such as tone and veining, is merely indicative and absolutely not binding for the second, third choice, and stock materials, whereas the first has a tolerance of 5%.</i></p> |
| (6) I:  | <p>Tolleranza nel senso (.) rispetto al campione no? Che siete responsabili solo oltre il 5%</p> <p><i>You mean tolerance ...with reference to the sample, right? That you're only liable over 5%.</i></p>   |
| (7) ISM:  | <p>Esatto</p> <p><i>Right</i></p>  |
| (8) I:  | <p>So: Mr. XXX says that this point must be made clear (.) their contracts don't usually include a strict non-conformity provision (0.1) all manufacturers of the ceramic district follow the practices of the Modena Chamber of Commerce (.) and in their contracts they state that any indication (.) in brochures is not binding for stock material second and third choice products (0.1) &gt;Only first choice products are guaranteed against non-conformity&lt; BUT with a tolerance of 5% which means that LIABILITY arises only OVER 5% NOT BELOW.</p>  |
| (9) ISM:  | <p>La ceramica è un materiale variabile è impossibile garantire i prodotti in toto</p> <p><i>Ceramic is a variable material, it's impossible to guarantee products in toto</i></p>   |
| (10) I:   | <p>You know (.) ceramic is a variable material (.) it is impossible to provide a full warranty</p>   |
| (11) GB:  | <p>Variable? What do you mean?</p>   |

|           |   |
|-----------|---|
| (12) I:   | Variabile [in che senso?  |
| (13) ISM: | <p>[Allora bisogna spiegarli più o meno questo (.) &gt;poi interrompimi se vuoi per la traduzione &lt; (.) Le mattonelle di prima sono lavorate per avere un assorbimento sotto lo 0,5% nel senso di resistenza all'acqua in ambienti tipo i bagni (.) e per non rimanere macchiate nel caso ci cadano sopra prodotti come le vernici o lo sporco negli ambienti lavorativi (.) C'è una lavorazione molto complessa dietro queste mattonelle e usiamo molti prodotti chimici come la cristallina o la terra che è un prodotto naturale (.) quando tutti questi prodotti si mischiano anche la minima variazione di calore può dare origine a delle differenze soprattutto NEI COLORI SC[URI</p> <p><i>So, it is necessary to more or less explain this to them. Feel free to interrupt me at any time for the translation. Tiles of first choice are produced in order to have an absorption rate of less than 0,5%... in terms of water resistance in environments such as bathrooms, or that they do not become stained if products such as varnish or filthy materials fall on their surface in workplaces. There's a highly complex production process behind these tiles, and we use lots of chemical products such as crystalline and obviously clay, which is a natural product. When all of these products get mixed, even the slightest variation in heat can cause some sort of variation, even more noticeable in dark colours</i></p> |
| (14) I:   | <p>[Okay tiles of first choice are produced eh: in a way that they have an absorption below 0,5% (.) meaning that they don't absorb water in bathrooms or if other products like (.) eh: varnish fall on their surface (.) they don't get stained (0.1) this implies a very complex production process where so many materials get mixed (.) chemical and natural and (.) you know (.) even the slightest heat variation in the: furnace can lead to some sort of variation &gt;especially in dark colours &lt;</p>   |
| (15) ISM: | <p>Per questo i responsabili della qualità controllano le mattonelle di prima subito dopo l'uscita dal forno per confrontarle con i campioni (.) così: (.) per portare il processo produttivo verso la perfezione e all'uniformità (.) per fare le mattonelle il più possibile uguali ai campioni (.) Quando parliamo del 5% si tratta di variazioni minime e impercettibili (0.1) ci sono tanti fattori che entrano in gioco quando si valuta la ceramica</p> <p><i>This is why quality managers inspect the tiles of first choice as soon as they exit the furnace to compare them to the samples and bring the production process closer to perfection and uniformity. To make the tiles as close to the samples as possible! When we talk about 5%, we're talking about minor and imperceptible variations. There are numerous factors that come into play when evaluating ceramic tiles</i></p>  |
| (16) I:   | <p>So: quality managers check the products immediately after the backing process to monitor the situation before it's too late and this is how they strive for perfection (.) before production is over (.) The tolerance of 5% in case of non-conformity means UNNOTICEABLE differences (0.2) in my capacity as interpreter (.) if I may say so hhh let's say it's just like wine which is produced in the same way but from one bottle to another may taste somehow DIFFERENT and-and still remain the SAME wine of the same winery of the (.) &gt;same year&lt;</p>  |

**Table 6.** Excerpt 2. "Let's say it's just like wine...": suspended turns, quotative strategies, semantic creativity

In Excerpt 2 (Table 6), the analysis of discourse patterns reveals yet another facet among the main challenges posed by this hybrid setting: its dynamicity. Crucial to note here is that the hard-won balance achieved between the impartial interpreter and the cross-cultural mediator in Excerpt 1 can easily be disrupted. This could necessitate an



unexpected shift towards the role of the cross-cultural mediator, which represents one end of the ideal continuum.

In the presented case study, in response to the buyers' request for more information about the value of the 5% tolerance binding the exclusion of the non-conformity warranty, the Italian sales manager seized the chance to emphatically promote the company's image beyond ascetic legal technicalities (*There's a highly complex production process behind these tiles*) (13).

As a result, and against expectations, the subsequent discussion over the non-conformity clause did not focus on discrepancies between the legal systems or legal concepts relevant to the negotiation.

Quite consistently, in this fluid setting, the interpreter does not adhere to a pre-determined turn-by-turn schedule. Unlike in more structured and homogeneous legal domains such as courtroom settings, the interpreter here acts as a gatekeeper. By taking an active role in the turn-taking organization and making her coordinating role explicit, the interpreter exhibits 'Ego-Affirming Agency'. This manifests itself in both affirming professional identity and showcasing the ability to keep the conversation moving forward effectively.

In particular, a "suspended rendition" (Gavioli and Baraldi 2011) is employed to initiate a clarification request (*You mean tolerance...with reference to the sample, right? That you are only liable over 5%*) (6). In this instance, the interpreter assumes the role of a "responder" (Wadensjö 1998) with the aim of resolving potential ambiguities that, if left unaddressed or inaccurately translated, could lead to misunderstandings or legal disputes.

By using this strategy, the interpreter demonstrates 'Ethic-Defining Agency', aiming for transparency and fair communication to make sure the German buyers are equally informed. Subsequently, the extra information gained through this two-way conversation is shared with the buyers using an "expanded rendition" (*ibid.*). This is implemented via an explicitation strategy and facilitated by the "communicative clue" (Gutt 1991) *which means* (8). This clue is added by the interpreter to the TD<sup>12</sup> to reduce the buyers' cognitive effort, thus achieving a better balance between "contextual effect" and "processing effort" (Sperber and Wilson 1986).

The frequent shifts in roles between "responder" (6) and "recapitulator" (4) (Wadensjö 1998) could explain why, in the need to report what the sales manager values most (*we must be clear on this point*) (5) through a "close rendition" (*ibid.*), the interpreter finds it necessary to explicitly specify that she is now assuming the role of a "reporter" (*ibid.*). To signify this transition, she employs an "assertive speech act" (Austin 1962) (*Mr. XXX says that*) (8), which is used to present the utterance with a higher level of authority, clearly indicating that the subsequent statement was *de facto* uttered by the Italian sales manager<sup>13</sup>.

Finally, the creative role of the interpreter becomes even more apparent in the last turn. Recognizing the genuine challenges faced by German buyers in understanding

<sup>12</sup> See note 11.

<sup>13</sup> Obviously, this type of specification would be unnecessary in the field of courtroom interpreting, where it is well understood by the parties that the task of the interpreter is characterized by uniformity in the "zero-quotative" approach (Mathis and Yule 1994).

the technicalities of tile manufacturing, the interpreter leverages insights from previous industry experience to introduce a comparison often heard at trade shows and exhibitions.

Expressing “Ego-Affirming Agency” (Duranti 2004), the interpreter explicitly takes the initiative acting as a “Responder” (Wadensjö 1998) (*in my capacity as interpreter, if I may say so*) (16) and broadens the semantic sphere of the SD to illustrate the nature of the five per cent tolerance range for first-choice products (*let’s say it’s just like wine*) (16).

Through this action, the interpreter aims to help the buyers understand that akin to the subtle differences between bottles of the same wine, slight variations in tiles are both natural and to be expected, even when produced under nearly identical conditions. More subtly, this parallel between the tiles and wine, an Italian product typically well-received in Germany, encourages the German buyers to view the tiles as a representation of the specialized craftsmanship from the ceramic district of Modena and Reggio Emilia, as if they were actually handmade.

Pragmatically, this “non-rendition” (*ibid.*) displays the interpreter’s “Act-Constituting Agency” (Duranti 2004). This approach aims to elicit a deeper connection with the product on the part of the buyers, ultimately shifting the conversation towards a more emotionally engaged purchase. Overall, this strategy aligns with the Italian sales manager’s objective of moving beyond technical or legal jargon to establish a more interpersonal connection with the German buyers. Specifically, the focus is on highlighting the dedication invested in elevating the product to an exceptionally high level of quality, which in turn presents the company in the best possible light (*bring the production process closer to perfection and uniformity*) (15).

4.3. *Excerpt 3: “We are willing to grant you...but not the right to rescission”: maintaining the art of power talking, legal equivalence and the ‘frozen’ nature of contracts*

|   |  |
|---|--|
| IL= Italian lawyer; ISM= Italian sales manager<br>I= interpreter; GB= German buyers |  |
| (17) IL:  | >È senz’altro possibile riconoscervi il diritto di richiedere la sostituzione della merce difettosa< ma non la risoluzione che vorrebbe dire secondo la legge italiana risarcimento del danno e la restituzione di TUTTE prestazioni già effettuate >anche pecuniarie<<br><br><i>It is certainly possible to grant you the right to have the defective or damaged goods replaced but not the right to rescission, which would include, pursuant to Italian law, compensation for the damage and return of all previous performances attended by the parties, including monetary payments</i> |
| (18) I:   | There’s really no problem (.) ehm in granting you hh the right to have the defective products replaced but not the RESCISSION (.) rescission in the Italian civil law entails the COMPENSATION OF THE DAMAGE (.) plus the return of all previously rendered performances >also previously made PAYMENTS<   |

|           |   |
|-----------|---|
| (19) ISM: | <p>Per venirvi incontro NOI come XXX azienda leader nel settore ci impegnamo concedendovi il diritto a un pieno risarcimento del prezzo pagato per il trasporto della merce difettosa e di farci carico di tutti i costi relativi alla sua sostituzione</p> <p><i>However, to meet you halfway, we, as XXX, a leading company, commit ourselves to grant you the right to a full refund of the amount paid for the return of the defective goods as well as all costs associated with the replacement</i></p>           |
| (20) I:   | <p>=To meet you halfway we as XXX a leading company can commit ourselves to grant you a FULL REFUND of the amounts paid (.) for the RETURN of the defective products (.) and all costs for their REPLACEMENT</p>  |
| (21) IL:  | <p>Non verrà però riconosciuto altro risarcimento hhh per danno emergente e lucro cessante, siano diretti che indiretti (.) e siamo anche disposti a concedervi un significativo sconto se le merci sostitutive non dovessero essere IMMEDIATAMENTE disponibili</p> <p><i>However, no other compensation, whether direct or indirect, shall be recognised for emerging damage and loss of profit. Furthermore, we are willing to grant you a substantial discount if substitute goods are not readily available</i></p> |
| (22) I:   | <p>But any compensation for loss of profit (.) or emerging damages hhh whether direct or indirect SHALL BE EXCLUDED (.) We: are also willing to grant you a significant discount if the substitute goods aren't immediately available</p>   |

**Table 7.** Excerpt 3. *We are willing to grant you...but not the right to rescission*: maintaining the art of power talking, legal equivalence and the ‘frozen’ nature of contracts

Excerpt 3 (Table 7) depicts additional communicative contexts in which liaison interpreters may be involved. Obviously, due to space and privacy constraints, it is not possible to report the entire dataset here. However, it does seem desirable to offer some perspective on how the ‘pursuit of balance’ and ‘dynamism’ as seen in Excerpts 1 and 2, respectively, must ultimately reconcile with the need to preserve the “frozen” nature of legal language (Trosborg 1992). This aspect acquires an additional point of interest when we consider that, during spoken interactions, the preservation of the enduring character of the language of the law is often closely intertwined with “powerful” and “powerless” speech styles (O’Barr 1982; O’Barr and Atkins 1980).

This challenge is particularly prominent in highly sensitive negotiation contexts, where legal language plays a crucial role in persuading the counterparty to accept specific offers or agreement terms<sup>14</sup> (Rolland 2021). In such scenarios, the liaison interpreter faces the formidable task of achieving “legal equivalence” (Šarčević 1997), which entails the need to maintain both legal accuracy and the art of persuasive communication used by the parties.

In the case study under discussion, the German party’s counterproposal<sup>15</sup> gave rise to a distributive bargaining situation which resulted in reciprocal interplay and mutual

<sup>14</sup> In negotiation contexts, legal language strategically merges the task of defining terms with broader communicative objectives. Its strategic application goes beyond mere legal definitions, intertwining the clarification of clauses with their persuasive presentation. This approach incorporates highlighting the benefits of specific terms to enhance their attractiveness, and framing restrictive clauses in ways that emphasize their role in mutual protection. Such a nuanced use of legal language effectively shifts perceptions, turning potential constraints into elements of mutual security and benefit.

<sup>15</sup> In the case analysed here, when confronted with a standard contractual clause presented by the

deflection, with cooperation patterns that could be genuine, feigned or a mixture of both. Implied purposes and objectives (Austin 1975) can be observed in the strategic linguistic behaviour of the Italian party, which balances the need to establish some resistance points (*but not the right to rescission*) (17) (*However, no other compensation, whether direct or indirect, shall be recognised*) (21) with the assessment of the marketability of the other party's interests. This latter aspect is demonstrated by a shift in language from objective and impersonal to more interactive, through a combination of formulations using the pronoun 'you' (*it is certainly possible to grant you the right*) (17), (*to meet you halfway*) (19). This evolves into a greater emphasis on subjective expressions featuring the self-mention exclusive pronoun 'we' (*we, as XXX, a leading company, commit ourselves to grant you*) (19), (*we are willing to grant you*) (21).

Consequently, strategic planning and critical decision-making are used to make the proposal sound like a special offer that the Italian sales manager, in the name and on behalf of the company (*we, as XXX, leading company*) (19), is securing exclusively for the clients in question. This deliberately interpersonal approach in the creation of a "bargaining zone" (Fisher *et al.* 1999) is strictly maintained by the interpreter acting as "reporter" via "close renditions" (Wadensjö 1998) (18), (20) and (22).

As is evident, the interpreter's focus is now on maintaining the objectivity/subjectivity continuum of the SD rather than reconstructing the message content for the primary speakers as was frequently the case in previous extracts<sup>16</sup>. This passage suggests a crucial point to consider. Even when the interpreter's "Ego-Affirming Agency" (Duranti 2004) is not explicitly required or observable by the negotiating parties, the underlying "Ethic-Defining Agency" remains indispensable to safeguarding the autonomy of those at the negotiating table.

This approach enables the German buyers to hear the proposal as it was originally spoken, with "relevance" (Sperber and Wilson 1986) hinging on the interpreter's ability to maintain the SD's 'we and you' formulations used as deal closer keywords.

In this "faithful renderer of others' utterances" (Hale 2008: 115), where 'how' things are said is just as crucial as 'what' is said, a deep understanding of the legal terminology in different languages is crucial to avoid misinterpretation between different cultural backgrounds. In this cross-border transaction, the Italian term *risoluzione* (17) merits special attention amid various instances of legalese (*compensation for the damage*) (*the right to rescission*) (17), (*the right to a full refund*) (19), (*emerging damage and loss of profit*) (21). As can be seen, shared common ground and "optimal relevance" (Sperber

Italian lawyer (see Appendix, Figure 2) regarding the seller's liability in the event of non-conforming goods, the German party expressed the need to negotiate the provision and to have it re-written on the basis of an alternative provision (see Appendix, Figure 3) taken from a template containing numerous boilerplate clauses written by pro-buyers. In this scenario, the interpreter was tasked with offering sight interpreting services to the Italian party. Although the Italian sales manager and the lawyer could actually read better than negotiate orally, they found it particularly helpful to have someone checking the text for them while they could take notes, thus listing the most important points to be discussed later during the negotiation (see Excerpt 3, Table 7). Finally, having reached a compromise regarding the seller's liability, the ensuing task performed by the interpreter was to get a recap of the main points agreed upon (see Appendix, Figure 6) and assist the parties in drafting a preliminary agreement clause in anticipation of the final, definitive agreement (see Appendix, Figure 7).

<sup>16</sup> In Excerpt 1 (Table 5) and Excerpt 2 (Table 6) she is directly addressed via the use of the imperative form (*tell them*) (1), the self-mention inclusive 'we' (5), and the direct pronoun 'you' (13).

and Wilson 1986) for reaching an agreement regarding the seller's liability strongly depends on the interpreter's capacity to recognize a false cognate in this term which does not match semantically with *resolution* but correlates, in terms of legal effects, to another TD technical term, i.e. *rescission*.

This emphasis on intricate terminology might initially imply that the hybrid field under investigation presents 'nothing new under the sun'. This is particularly so because interpreters in specialized fields are traditionally well-acquainted with challenges encompassing extensive technical vocabulary. However, a comparison of this hybrid field with more traditional and homogeneous legal and economic settings reveals a different account.

Firstly, as Hale (1999: 57) notes, "most of the problems interpreters face in the courtroom are completely unrelated to specialized terminology, but relate mainly to the pragmatic aspects of the discourse"<sup>17</sup>. Secondly, although trade shows, sales meetings, and other commercial exchanges do pose their own terminological challenges, these are often consistent within a specific industry sector<sup>18</sup>.

With these considerations in mind, it becomes clear that, after all, there might indeed be 'something new under the sun' in the hybrid context under examination. Here, legal terminology is undeniably an integral component of the negotiation process. Furthermore, mastery of this specialized terminology entails more than just accumulating a broad lexical repertoire. It demands an 'encyclopedic and intertextual understanding' (see Notari 2019) rooted in both system-specific and culturally bound contexts (Tiersma 1999). This implies that the understanding and usage of such terms may not be universally applicable across varying legal cultures<sup>19</sup> (Alcaraz and Hughes 2014).

These distinctions may pave the way for a targeted approach to training and practice in this highly specialized field. Specifically, they suggest that the most effective preparation involves more than just memorizing legal terms in a bilingual fashion; it also entails employing a contrastive approach inspired by comparative law (see Engberg 2020; Monjean-Decaudin and Popineau 2019). This procedural knowledge, at least with respect to the most common contractual terms and conditions, may help interpreters anticipate potential issues<sup>20</sup>, and approach them as routine practice.

<sup>17</sup> This becomes particularly evident upon recognizing that much of an interpreter's work in judicial arenas entails interpreting direct and cross-examinations. During these examinations, the focus is often not on specialized legal terms but rather on ensuring accurate, real-time interpretation of questions about events, behaviours, and interactions, which also require navigating the power dynamics and manipulative strategies frequently present.

<sup>18</sup> In simpler terms, the specialized terminology used in such commercial settings tends to be standardized in a given field, across different companies, irrespective of their geographical location, and usually devoid of cultural connotations. As a result, interpreters can frequently prepare themselves by leveraging readily available informational resources such as brochures, leaflets, and websites, a task made increasingly easier due to the widespread availability of digital material.

<sup>19</sup> The difficulties associated with overcoming conceptual and terminological inconsistencies from a cross-cultural perspective emerge clearly upon examining the model developed by Šarčević (1988: 439) (see Appendix, Figure 4 and Figure 5). In particular, failing an identical concept in the TL, even a "functional equivalent", which designates an institution or concept with the same function in the TL, may not achieve full equivalence, but rather "partial equivalence" or "near equivalence" (*ibid.*). For our purposes it is important to note that even though partial equivalence represents a higher degree of optimal congruence, the interpreter still has the duty, if necessary, to alert the parties to any shift in meaning which may result in unintended legal effects.

<sup>20</sup> Such as the one concerning the term *rescission* (17) in this section.

## 5. Conclusion

After a thorough review of the dataset, fundamental peculiarities emerged as significant predictors of the originality and uniqueness of this “hybrid” setting (Bhatia and Nodoushan 2015). Although not conclusive, findings from the analyses reveal that the role of legal interpreters in international business contract negotiations extends beyond traditional classifications. This extension is succinctly encapsulated within the ‘Complex Matrix of Interpretive Agency’, as detailed in Table 8, representing a foundational yet evolving framework for the ongoing development and refinement of results in the field.

Aligning with the research hypothesis of this study (see Section 1.2), it is observable that the interpreter’s agency does not adhere to a simple one-to-one correspondence with specific rendition types or roles. Rather, it unfolds within a sophisticated and adaptable matrix, underscoring the need for interpreters to constantly redefine and reconsider their role in the dynamic and fluid nature of this context.

This complexity often results in blurred boundaries between the purist vision of the *impartial interpreter* tasked with navigating crucial legal matters, and the *involved cross-cultural mediator* engaged in renegotiating identities and meanings when mutually beneficial business outcomes are expected to be achieved.

Such observations raise questions about the complex issue of the interpreter’s role (Biagini *et al.* 2017), adding to the relevant literature in DI, which has already discussed the topic in a variety of settings using terms such as “member of a triadic exchange” (Mason 2001), “middleman,” “broker,” “go-between,” “gatekeeper,” “facilitator,” “advocate,” and even “conciliator” (Wadensjö 1998).

This paper, therefore, is not so much a resolution but an invitation for further analysis, hence encouraging interpreters and specialists to work towards the development of stimulating contributions to the emerging field of *liaison interpreting in international business contract negotiations*. The expectation is that the novel methodological approach proposed in this first exploratory study will be replicated in additional research with an awareness that “agency” (Duranti 2004), as explored here, encompasses rather than being subsumed by the concept of role and interpreting strategies (Wadensjö 1998).

A deeper exploration is crucial for a more thorough understanding of how interpreters operate in this hybrid context, manifesting their autonomy, decision-making capacity, and professional identity. These insights, potentially enriched by combining qualitative discourse analysis with corpus linguistics, may help us better understand how interpreters’ role shifts, strategic choices, and the use of “communicative clues” (Gutt 1991) collectively contribute to ensuring that renditions are not only optimally relevant and contextually pertinent, but also socio-culturally and ethically appropriate.

Hopefully, such a joint effort will overcome the inherent challenges of collecting sufficient data and obtaining the necessary permissions to publish research results that can map patterns of systematicity in mediating between predefined and fixed interpreting *clichés* pertaining to either field embedded in the genre. Steps taken in that direction are clearly necessary for the identification of *ad hoc* quality standards that can help interpreters position themselves as communicators in this context. Awareness of these aspects will improve their capability of choosing consciously between different possible renderings of a message, guided by relevant literature and the experiences of other colleagues in the field.



The current exploratory paper may also have several practical implications for interpreter training by demonstrating the need for students to learn to be effective members of interprofessional teams. At the same time, this study emphasizes the importance of understanding both the integrity of individual genres and their intertextual and interdiscursive nature (Bhatia 1997, 2004; Bhatia and Nodoushan 2015). Zooming in on specialists' discursive performance in real-world contexts may help "shift the focus from context-independent meaning to context-dependent understanding", placing the figure of the interpreter as a "human conceptualizer at the centre of attention" (Engberg 2023: 17). Likewise, whether or not interoperability and knowledge coordination among different specialists affect interpreting strategies and their acceptability in terms of agency boundaries will have to be the topic of further research<sup>21</sup>.

| Agency                                 | Relevance in Contract Negotiation (adapted from Sperber and Wilson 1986)                                   | Rendition Type (Wadensjö 1998) | Role (adapted from Wadensjö 1998)            | Interpreter's Additions and Communicative Clues (Gutt 1991) | Excerpt & Turn    |
|--|--|--------------------------------|--|---|-------------------|
| <b>Ego-Affirming</b> (Duranti 2004)    | Enhancing understanding and accessibility of legal norms.  | Non-rendition                  | Responder                                    | <i>(in my capacity as interpreter, if I may say so)</i>     | 2 (16)            |
| <b>Act-Constituting</b> (Duranti 2004) | Shaping the communicative exchange to fill cross-cultural gaps and preserve mutual trust.                  | Summarized                     | Recapitulator                                | <i>(basically)</i>  | 1 (4)             |
| <b>Ethic-Defining</b>                  | Balancing clarity and fairness in communication.   | Expanded                       | Responder                                    | <i>(Italian civil code) (meaning)</i>                       | 1 (2)             |
| <b>Ethic-Defining</b>                  | Preserving original intent and contractual precision + Clarifying legal concepts to reduce cognitive load. | Close + Expanded               | Reporter + Responder* (*post-suspended turn) | <i>(Mr. XXX says that) + (which means)</i>                  | 2 (8)             |
| <b>Ethic-Defining</b>                  | Ensuring legal accuracy and facilitating persuasive communication.   | Close                          | Reporter                                     | --  | 3 (18), (20) (22) |

**Table 8.** Complex matrix of interpretive agency in liaison interpreting in business contract negotiations

<sup>21</sup> In the author's experience, lawyers do not always attend contract negotiations, particularly in the case of relatively small businesses, where the practical knowledge of the sales manager, who may require the presence of an interpreter, is typically trusted. When lawyers are asked to attend these negotiations and it is agreed to submit the terms and conditions to Italian contract law, interpreters may find themselves working either with experienced Italian civil lawyers who, given their area of expertise, do not speak English fluently, or with younger lawyers who may appear to be more at ease with the field of comparative law and more fluent with foreign languages, but less experienced in distributive bargaining strategies. These variables have the potential to alter the behaviour of the sales manager, who may adopt a more formal attitude, hence leaving the interpreter with pleasantries, clients' reception and more informal explanations, while always remaining available to intervene to convince the clients with more technical details.



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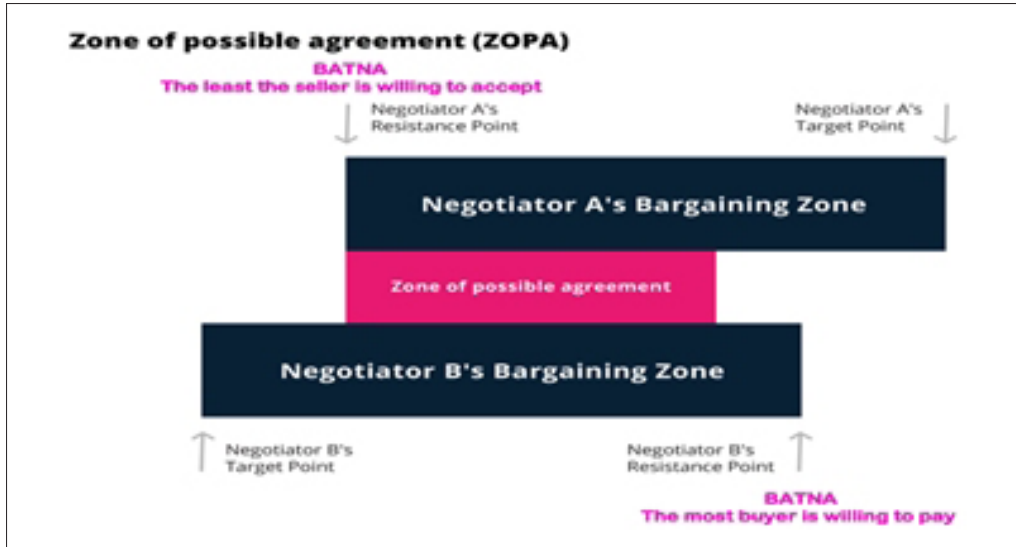
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## APPENDIX



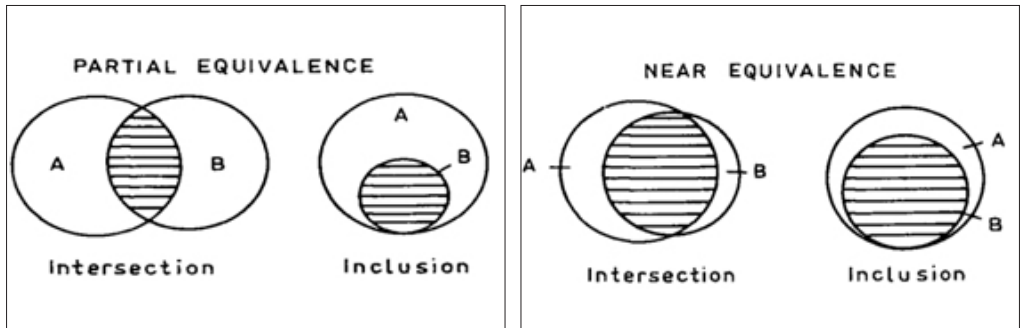
**Figure 1.** Zone of possible agreement (ZOPA) (Fisher *et al.* 1999)

Pursuant to the warranty obligation of the Seller, the latter undertakes to replace the defective and / or damaged product within the limits of the Contract and without any further obligation of indemnification for direct and / or indirect and / or consequential damages caused by defective Products to the Buyer and / or third parties, save for the mandatory provisions of law.

**Figure 2..** Standard contractual clause presented by the Italian party regarding the seller's liability

Buyer has the right to inspect the Goods on or after the Delivery Date. Pursuant to the warranty obligation of the Seller, if Buyer rejects any portion of the Goods, the Buyer has the right, effective upon written notice to Seller, to: (a) rescind this Agreement in its entirety; or (b) require replacement of the rejected Goods. If Buyer requires replacement of the Goods, Seller shall, at its expense, within 18 days replace the nonconforming Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective Goods and the delivery of replacement Goods.

**Figure 3.** Standard contractual clause presented by the German party regarding the seller's liability



Figures 4-5. Partial Equivalence (Šarčević 1988: 439) and Near Equivalence (Šarčević 1988: 439)

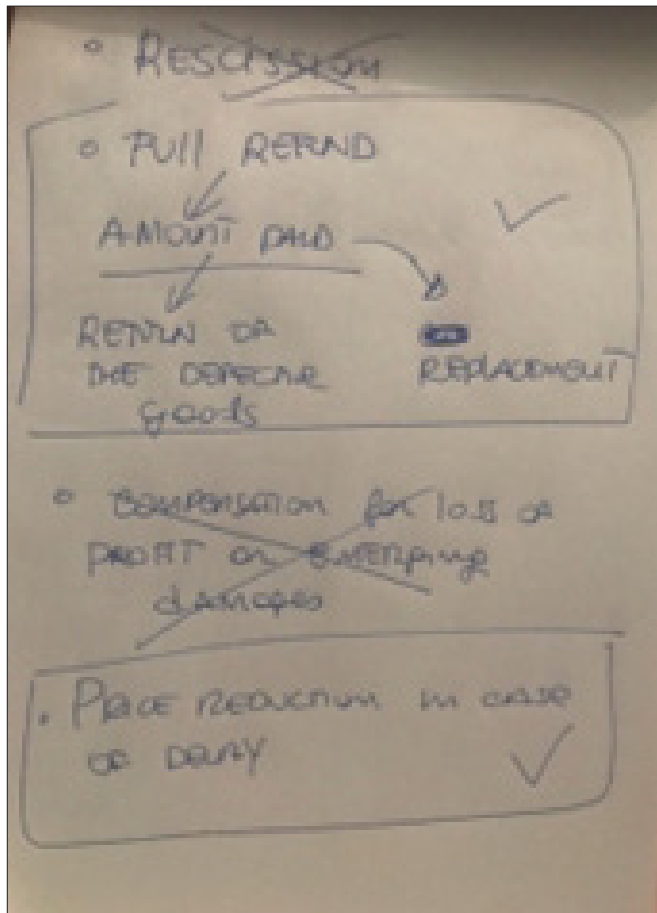


Figure 6. Interpreter's notes on the main points agreed upon regarding the seller's liability.



In the event that flaws and defects are ascertained, pursuant to the warranty obligation of the Seller, the Seller shall replace the faulty product with conforming goods with equal characteristics and of identical or superior value without any additional expense to the buyer; should this not be possible the Seller shall apply a significant price reduction in the same proportion as the value that the Goods actually delivered had at the time of the delivery bears to the value that conforming goods would have at that time. Alternatively, following the return of the faulty products, the Buyer shall have the right to a refund of the price paid plus the transport cost. In any case, rescission and any other compensation for loss of profit or emerging damages, direct or indirect, shall be excluded.

*Figure 7.* Definitive agreement clause regarding the seller's liability