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University of the Witwatersrand

Master's Research Report

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Norms of interpreting Islamic finance in institutional contexts

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October 2018

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I declare that “Norms of interpreting Islamic finance in institutional contexts” is my own work and that all the sources that I have used or quoted have been indicated and acknowledged by means of complete references.

_____ _____

Aichatou SY Date**:** 24 October 2018

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Abstract

Although modern Islamic finance emerged since the 1960's, it came more into focus in recent years following the 2008 financial crisis. It has been the object of abundant literature in financial spheres with an emphasis on its underlying concepts and comparison with the conventional financial system. In order for this industry to gain more visibility and be accessible to different stakeholders, Islamic finance is taught at academic level in Muslim and non-Muslim educational institutions; related scholarly works are translated and forums, conferences and other events organized around this sector. At linguistic level, the difficulty of translating its religious-based concepts and terminology has been discussed in several papers and studies. However, the interpreting aspect is seldom examined, in particular in relation to institutional contexts dealing with Islamic finance. The aim of this study is therefore to analyse the characteristics of interpreting Islamic finance texts in general and particularly in institutional contexts, with a special emphasis on the normative aspects. The research begins by examining the literature on norms in translation and interpreting, cognitive constraints and strategies of interpreting. Then, it outlines the field of Islamic finance through a historical perspective, a comparative approach and an analysis of its founding concepts. The Islamic Development Bank is used as case in point for the institutional context of the study. The analysis of the extracts of experimental interpreting, against the views of the interpreters on their actual practice and the expectations of stakeholders, will help give a perception of the norms, constraints and strategies of interpreting texts pertaining to this specialized sector. It is hoped that the findings and recommendations of this study will help interpreters and concerned parties in laying down a collaborative framework aiming at ensuring quality performance. Also, this research may pave the way to further research in this field.

Key words: constraints, interpreting, institution, Islamic economics, Islamic finance, interest, norms, religion, translation, strategies.

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Chapter 1: Introduction

1.1 Introduction

Since the 2008 crisis, Islamic finance has drawn attention as an alternative to conventional economic and financial principles and practice. The term "Islamic finance" refers to financial operations and services provided in compliance with Shariah (Islamic law) principles. In an attempt to define Islamic finance, Ibrahim Warde (2000) states that "definitions range from the very narrow (interest-free banking) to the very broad (financial operations conducted by Muslims)." According to the definition he offers, "Islamic financial isntitutions are those that are based in their objectives and operations, on Koranic principles" (ibid.). Its main principles are the prohibition of *riba* (usury or interest), *gharar* (risk or uncertainty) and *maysir* (gambling), and the promotion of *halal* (permissible) practices and products, profit and loss sharing, in addition to the payment of *zakat* (alms) to the poor and needy. From its modern emergence as a socially oriented banking sector in the Middle East in the 1960s onward, Islamic finance has grown to encompass other businesses such as mutual funds, securities firms, insurance companies, in addition to other sectors such as food production and manufacturing. There is more to Islamic finance than the general connotation of interest-free transactions. For instance, there is a different approach to insurance, with the Takaful system; trading in commodities such as alcohol, drugs, and pork is forbidden, and the payment of *Zakat* is some form of tax collection intended to alleviate poverty. Also, there are different modes of financing such as *mudaraba* (capital trusts), *murabaha* (mark-up on sales), *musharaka* (partnership), *istisna'a* (manufacturing contracts), *ijarah* (lease financing), *qard hasan* (benevolent loans). The growth of this industry and its globalization imply the development of an efficient communication to make it understood, accessible and marketable. Such communication calls for the mediation of interpreters in different events. Some institutions already provide in-house interpreting of Islamic finance events. However, there are constraints related to institutional norms or lack of norms in this field, in addition to linguistic specific challenges and processing overload.

1.2 Background to the Research Problem

The new interest in Islamic finance products has opened new perspectives in economic and financial spheres. Muslim and non-Muslim financial institutions are opening windows for this sector to tap into the growing share of customers. However, for Islamic finance, Islamic banking, different products and modes of financing to become accessible and mainstream, there is a need to understand the Islamic ideology and culture that underlie the financial principles. This need entails the necessity of understanding the inherent concepts and terminology and their translation into the language of clients. Hence, the important role translators and interpreters play as language and cultural mediators and communication facilitators.

Translation and interpretation are often regarded as similar activities, which are differentiated by the qualifying adjectives "written" and "oral." Both disciplines require competence in decoding a text/message from one language and encoding into another, and in that process, interpreters need to be equipped with linguistic and cognitive skills, and culture mediation capacity. However, both activities differ in the modes of output (written vs. oral); receivers (readers vs. audience), operations involved, i.e. reading, analysing and rendering in other language for translation and listening, analysing, memorising and producing for interpretation. A key difference lies in the time factor, as unlike translation, interpretation is bound by the immediacy of all the operations involved, and his/her physical presence in the interpreting event.

Islamic finance and Islamic-related are areas where the competence of translators and interpreters are highly needed, but also tested. Translating religious concepts is a very sensitive task since it requires the accurate rendition of the meaning and terminology into a target text with different linguistic and cultural features. Interpreting these concepts for general or financial purposes is even more complex because, in addition to the requirements of the interpreting process, the interpreter has to cope with the density and technicality of the texts, and should have extensive knowledge of Islamic culture, principles, and instruments. The constraints of this exercise may be alleviated or increased when the interpretation is performed within institutional contexts.

There are financial institutions, such as the Islamic Development Bank, that integrate Islamic finance in their activities and have specialized bodies for the development and promotion of Islamic products. Such bodies have their publications translated from Arabic into different languages, but also provide glossaries and documentation on Islamic finance and banking

terminology. These resources certainly facilitate work for in-house or freelance interpreters; nonetheless, interpreters may have to abide by the norms of the institution or industry, which may differ from the norms of interpreting in other settings. Norms are a set of criteria governing the interpreting process and product aiming at ensuring quality performance and meeting the expectations of the client or target group. Norms were initially developed in the field of translation by Gideon Toury (1980) and later on extended to interpreting by Miriam Shlesinger (1989) and Brian Harris (1990), and subsequently developed further by other interpreting scholars. Anne Schjoldager (1995) posits that interpreting is a 'behavioural activity' and therefore should be governed by norms. She adds 'that interpreters too need norms to help them select appropriate solutions'. Hence, norms define the limits for the interpreter but also provide solutions. Therefore, the absence of explicit norms may also be an additional constraint for the interpreter besides source text density, the speaker's pace, elocution or accent, the setting and type of audience.

1.3 Aim and Rationale

This research project aims to examine the institutional norms of interpreting Islamic finance and look into the actual practice of interpreters in this field. The research report will focus on the expertise and competences required to interpret Islamic finance terminology, namely a good understanding of Islamic Shariah (laws based on the Qur'an)[1], Islamic financial principles and Islamic culture. The research will also discuss the constraints of interpreting Islamic finance inherent to the interpreting process, institutional norms, terminology, linguistic and cultural issues specific to Islamic finance.

The rationale behind this study is that despite the fact that some research does exist on the challenges of translating religious concepts or Islamic texts, there is a gap in the research on interpreting Islamic finance and interpreting it in institutional or other contexts. There is a need to set norms for the practice and develop research in this field.

[1] The Qur'an is written in other forms such a Quran, Koran; and Shariah is also written Shariah or Shariah. The researcher has chosen to keep them as Qur'an and Shariah, except when they are quoted differently in citations.

1.4 Research questions

In this study, the researcher intends to answer the following questions: What are the interpreters' perceptions of the difficulty of interpreting Islamic finance terms and concepts? What is the actual practice of interpreters? What are the constraints and the strategies used to overcome them? Are there explicit norms for interpreting Islamic finance in institutional contexts? If not, what are the implicit norms?

1.5 Literature Review

Research in interpreting is a recent discipline compared to research in translation, and research in financial interpreting proper is still largely unexplored. In order to address the topic, the study will review the literature pertaining to Arabic and Quran-based texts, Islamic finance, cultural mediation, context and institutional interpreting, institutional ideology and discourse, translational and interpreting norms, cognitive constraints and strategies.

1.5.1 Arabic and Qur'an-based texts

Pre-Islamic and post-Islamic Arabic

In his comparative study from Arabic into English and French, Mohamed Abdou Moindjie (2006) elaborates on the specificities of Arabic, a Semitic language, which "has become the lingua franca of Muslims, and official language of the Arab countries since the 7th century" (Baker in Moindjie, 2006), and evolved through four periods during, the pre-Islamic, Islamic, Turkish Empire and Arab nationalism eras. The Arabic language thrived during the Islamic period and became the "religious and official language" of the Ummayad and Abbasid empires (ibid). With the progression of Islam beyond its birthplace, Arabic spread to Africa, Asia and Europe, and hence influenced and even replaced the languages of those regions. According to Moindjie (2006), under the Abbasid period "the oral literature was replaced by written literature, and descriptive Arabic grammar, analysing and codifying the Arabic language following the Koran structure, syntax, and pronunciation, was introduced". Subsequently, from being the language of "the Holy Koran and paradise" it evolved to become "also the language of science, communication, and vehicle of the Arab-Islamic culture. This variety of Arabic is known as Classical Arabic, as opposed to Modern Standard Arabic "used all over the Arabic-speaking world as the medium of written and oral communication accompanied by some degree of formality and solemnity" (Saad, 1982). The morphological, phonological, lexical, syntactical

and semantic differences between Arabic and European languages such as English render translation and interpretation between Arabic and those languages very challenging. Al- Salman and Al- Khanji (2002) posit that the interpreter must have "a good control of the different styles, content, register, the art of speaking," and has to acquire the basic processes of "understanding and speaking, and to be able to transfer smoothly between them." Although their research findings showed that Arabic interpreters preferred to work into English, and were more at ease when interpreting religious texts because they could retrieve familiar knowledge, the said interpreters nonetheless had difficulties with Arabic of higher register or when interpreting political or economic texts. Despite that observation, translating religious texts may turn out to be more challenging for interpreters.

Qur'an-based texts

Islamic finance texts are comprised of economic, high register and religious components, which make it more complex to interpret. In this connection, Abdelhamid Elewa (2014) explains the complexity of translating religious texts by referring to the phonological, graphological, grammatical, and lexical and discourse identities of religious texts as highlighted by David Crystal (1995). Similarly, Ali et al. (2012) sustain that the use of "linguistic and rhetorical features challenges the translators of the Holy Qur'an, especially when translating […] literary devices." Supporting this view, Hussein Abdul-Raof (2004) states that "Qur'anic discourse enjoys specific and unique features that are semantically orientated, and often create syntactic, lexical, stylistic, rhetorical and cultural voids in translation." He argues that "without its features the Qur'an will be reduced to an ordinary text" (ibid.). These "voids" stem from the lack of equivalence in the target text. Amira Kashgary (2011) puts forward that "religious terms are culture-specific par excellence." She adds that "they represent a category of translation non-equivalence because they cannot be appropriately translated by providing their dictionary equivalents." As Montasser Mohamed Abdel Wahab (n.d.) rightly puts it "the main problem lies in finding the right lexical as well as cultural equivalent for such items", and more often than not, when the equivalent term exists in the target language, it fails "to convey the same meaning implied in the source equivalence."

1.5.2 Islamic finance as a religious concept

Volumes of works have been published to make Islamic finance accessible to a wider public. For the purpose of this research, the review focuses on selected literatures on different aspects pertaining to this field. The various definitions of Islamic finance, its background since its

emergence under Prophet Mohamed, its theory and practices, evolution and modern usage are synthetized by, Ibrahim Warde (2000), Mahmoud El-Gamal (2006), Mohammed El Qorchi (2005), and AlSadek Gait and Andrew Worthington (2007). With the expansion of Islamic finance and its growing client-base across continents, Western institutions and economic and finance scholars grew interested in this field, well before the 2008 financial crisis. In a book "motivated by the suspicion that there is another way", Paul Mills and John Presley (1999) reviewed Islamic finance theory and practice, and correlated some Islamic finance concepts such as interest-free transactions to a position that "is of long-standing in Judaeo-Christian and early Western economic thought." The "European perceptions of Islamic banking" were voiced earlier by different economic and financial stakeholders in a book published by the London-based Institute of Islamic Banking and Insurers (1996), while more recently, Robert Wilson (2007) examined the aspects of Islamic finance in Europe. University scholars such as Elyès Jouini and Olivier Pastré (2008) submitted a report on the opportunities arising from Islamic finance. At linguistic level, Evelyne Bourion and Nadia Makouar (2009) are interested in the "emergence of concepts and lexical negotiation" in the field of Islamic finance. International institutions such as the IMF and World Bank are also giving more attention to Islamic finance. As we said earlier, the expansion of this industry beyond Muslim countries and communities calls for the mediation of the interpreter who should exploit the abundant resources on Islamic finance to hone his/her knowledge and skills in this field. Hence, the interpreter has the double task of understanding the technical component inherent to finance as well as the religious and cultural characteristics of Islamic finance. He/she is called to transfer the concepts of this culture into the culture of the target audience. Hence, the interpreters perform the important role of cultural mediators.

1.5.3 Intercultural mediation

Eraslan Gerceck (2008) explains that the interpreter acts as "a cultural mediator" and not simply "a scrupulous translator". David Katan (2003) credits Stephen Bochner with introducing the term cultural mediator. According to David Katan, "the cultural interpreter's role is the same as that of the cultural mediator, and touches on the role of a mediator in any other field, from arbitrator to therapist" (Katan, 2003). Based on David Katan's view, "it is important for translators and interpreters to have sound background knowledge about the cultures they are mediating for, including customs, behaviour patterns, geography, history and even popular culture (Katan in Gercek, 2008). Francesco Sergio (1998) explores further Katan's position that "the translator/interpreter as a cultural mediator should be able to analyse, (re)interpret and

(re)create this complex embedding of metacommunicative frames" and thus "mediators should be able to mindshift between possible frames" (ibid.). Thus, he supports Ronald Taft's assumption that "the role of the mediator is performed by interpreting the expressions, intentions, perceptions, and expectations of each cultural group to the other, that is, by establishing and balancing the communication between them" (ibid). The mediator is therefore expected to be bicultural. In the same line of thought, given the fact that Islamic finance takes its sources in Islamic culture and discourse, the interpreter acts as a bicultural mediator since he/she mediates between two different cultures. In so doing, he/she should take into account factors related to the setting and context within which the interpretation is performed.

1.5.4 Context and institutional interpreting

As many institutions are specialized or provide services in Islamic finance, the research is also focusing on institutional interpreting. There has been a growing focus on context and institutional translation and interpreting, to understand how the interpreting setting and social context shape the role and performance of interpreters. A number of scholars view interpreting as a "situated" action or activity. As said earlier, Shlesinger (1989) emphasizes the need to study interpreting within its setting or event. Along a similar line of thought, Franz Pöchhacker (1995) considers that "the (verbal, situational, institutional) context thus cannot be separated from the cognitive processing of (verbal and other) input; context *is* cognition, and cognition is invariably situated." Ebru Diriker (2004) supports his idea that interpreting studies should shift from focusing only on the cognitive processes of interpreting towards a "holistic conceptions of text, situation, culture, and the entire course of action in a professional interpreting assignment." Hence, Diriker seeks to understand "the relationship between the presence and performance of simultaneous interpreters and the broader socio-cultural context(s) [and] to explore the nature of this relationship in the more immediate socio-cultural context(s)." In this regard, Diriker (2004) made a substantial contribution by translating this theoretical approach into a concrete experience, applying it to an actual interpreting situation that will be discussed further in the research. Regarding typology of interpreting events, Bistra Alexieva (1997) categorizes "context or communicative situation" as one of the multiple parameters specific to each interpreter mediated event. Since context depends on /interacts with other parameters, Mona Baker (2006) believes that context is "fluid" and "dynamic" and should not be treated as a constraint but rather as a resource - "something that we selectively and strategically construct as we engage in any act of communication."

1.5.5 Institutional ideology and discourse

Institutions are governed by ideologies that shape their discourse and define their norms. Institutional ideology, discourse and norms, constitute important factors that often guide or shape the interpreter's performance. Referring to Desttut Tracy's writings, Teun van Dijk (2000) explains that "ideologies have something to do with systems of ideas, and especially with the social, political or religious ideas shared by a social group or movement." Van Dijk states that there are many definitions and approaches to ideology, which he summarises by saying "Ideologies are the fundamental beliefs of a group and its members." The shared beliefs may be social, political or religious. Since institutions are established by such groups or members, they may adhere to the same beliefs. For Morven Beaton (2007) "the notion of a dominant ideology is of particular interest in institutional settings." Interpreting research has focused on different institutional settings such as courts, medical and asylum centres, media, political institutions such as the EU and others. While Beaton, Koskinen and others focus on translation and interpreting within the European Union, Kim Wallmach (2014) explores South African institutional contexts with a view to understanding how "institutional factors interact with the process and product of translation and interpreting in specific organisations or establishments." Although most of the studies focus on European institutions, their findings are relevant to different institutions across the world, including Islamic and Islamic finance institutions. Since Islamic finance is rooted in Islamic ideology, and therefore is socio-politically-based on religion, institutions, particularly Muslim ones providing services in that field, are influenced by this ideology. The in-house or freelance interpreter working in such institutions should understand this ideology and its pertaining discourse, and abide by the norms it sets forth. Institutional context may therefore bear constraints in addition to cognitive and interpreting process requirements.

1.5.6 Interpreting Norms

It is important to examine the literature on norms to understand how they can shape or condition the interpretation process. As we said earlier, interpreting norms were initially defined based on translational norms. Christina Schäffner (1999) states that "Toury defines norms as being central to the act and the event of translating." In fact, Toury (1999) argues that "translation is basically a sociocultural, and hence, a norm-governed activity". According to his classification, there are three categories of translational norms: initial, preliminary and operational norms (Toury 1980, 1995, 1999). These norms are concerned with the strategy used by the interpreter

before engaging in the process, the translation policy (Tiselius, 2009) and the actual decisions made during the process of translating (Schjoldager, 1995). Miriam Shlesinger (1989) is credited for extending the notion of translational norms to interpretation. Carlo Marzocchi (2005) explains how Shlesinger (1999) concluded that "norms may well govern interpreter behaviour, despite the difficulties in eliciting them." She called for the study of norms within a "system" i.e. an event, a setting. Of interest to this research is her emphasis on the potential conflict of norms in institutional settings and the way institutions "shape the norms interpreters are supposed to abide by" (Marzocchi, 2005). Building on this 'insight', Marzzochi argues that "the wider significance of norms lies in the fact that it evokes the issue of ethics" (ibid). Other scholars are more concerned with the product and production norms in interpreting. This concept is developed further by Andrew Chesterman (in Pöchhacker, 1995) into what he categorizes as professional norms and expectancy norms. Professional norms are the norms set by interpreting practitioners to achieve quality interpreting. Expectancy norms are concerned with the end product and how it should respond to the expectations of the recipient (reader or listener), of the context (conference, court, hospital), the society and the culture.

In addition to considerations of norms of interpreting and institutional norms, it is also important to consider the cognitive constraints of simultaneous interpreting, which will be discussed in the next session.

1.5.7 Cognitive constraints in simultaneous interpreting

Anne Schjoldager (1995, p.69) argues that "when investigating interpreting - especially simultaneous interpreting - we should probably also account for the high degree of complexity involved in the task." Interpreting religious-based texts involves different constraints related to the cognitive process, text density and specialized terminology, which leads to analysing the cognitive constraints in the light of Daniel Gile's 'Effort Models'. According to Gile (1999, 2005), simultaneous interpreting is a sum of processes or efforts: listening and analysis, production of the source speech and short-term memory, in addition to coordination of efforts. Gile (1999) states that "each of the three efforts has non-automatic components [and] therefore, all three require attentional resources". Thus, the interpreter has to use his total processing capacity and be able to manage equally the different efforts required if not errors and omissions may occur. Gile (2005) also explains that such errors and omission may derive from the fact that "interpreters tend to work at levels of cognitive load close to saturation" (Tightrope hypothesis). This cognitive saturation may occur at the "local level" of a speech, i.e. "around a

clause, a sentence or a small group of sentences" (Gile, 2008). Cognitive overload may be triggered by different factors: text density or technicality, source text terminology and syntactic, semantic and grammatical differences between source and target texts (ibid.). Tommola and Helevä (1998) argue that linguistic complexity, i.e., the 'combined effect of sentence structure and meaning" are factors that increase processing difficulty, knowing that "the load on the limited-capacity working memory during simultaneous interpreting is considerable." Erik Camayd-Freixas (2011, p.1) is of the view that the difficulty stems from the fact that "in SI the interpreter does not control the flow of communication, but must adapt to the pace of each speaker, without interrupting the proceedings" and "the interpreter must thoughtfully follow the fast-paced original speech, while at the same time formulating and delivering an equivalent TL version, and monitoring his/her own output for errors."

1.5.8 Strategies in interpreting and translation

In order to overcome the array of constraints that he/she is faced with, the interpreter resorts to different strategies. Gile (1995) is the proponent of coping tactics, namely "comprehension tactics, preventive tactics and reformulation tactics." Kurt Kohn and Sylvia Kalina (1996) suggest other categories of strategies in the form of comprehension, production and global strategies (1996). In order to handle the problem of non-equivalence of terms, Mona Baker (1992) provides some translational strategies at word level that may be useful in interpreting, such as the use of general or neutral words, omission, cultural substitution, etc. Al Khanji et al., 2000 propose other strategies such as achievement, approximation, filtering, reduction and skipping. Bader Dweik and Mariam Abu Shakra (2010) recommend the use of transliteration "whenever the SL collocations and TL are shared linguistically by the two languages yet culturally different", while Ahmed Abdel Azim ElShiekh (2011) suggests the use of transliteration "if there is a particular concept in the source language culture which is missing in the target language culture." Finally, to make the discourse on Islamic finance "accessible" and "acceptable" in an intercultural perspective, Mariarosa Provenzano (2011) puts forward the necessity of hybridizing its concepts with Western ones.

1.6 Methodology

The theoretical framework for this study will be based on the triptych of norms, cognitive constraints, and strategies. The study will be developed through the notion of norms (Toury (1995), Chesterman (1993) and Schjoldager (1995)), in addition to institutional norms

(Shlesinger (1999), Diriker (2004), Koskinen (2008)), Daniel Gile's (1995; 1997; 2008) concept of cognitive constraints and Kohn and Kalina's (1996) approach to strategies.

First, I will examine the explicit or implicit expectancy norms of interpreting existing in institutions such as the Islamic Development Bank. I will interview institutional stakeholders such as Islamic scholars to analyse their expectations from the interpreter. Data will be collected through recording the simultaneous interpreting of two extracts of an actual recording of a highly technical Islamic finance text (complexity will be determined in accordance with the Flesch Reading Ease Score in Word) read at normal speed. The participants will be three professional interpreters. Information will be provided on their background as professional interpreters and their level of expertise in Islamic finance. The interpreters will interpret the first extract of text without preparation and the second after preparing it. The researcher aims to map the difficulties encountered and measure the degree of saturation experienced by the interpreters and to assess how they handle the chunks before and after the technical terms or concepts, first without preparation and then after preparation. After that, a questionnaire will be submitted to the interpreters to explain their general perception of interpreting Islamic finance concepts and of the norms that should govern interpretation in this field, to give their feedback on the source text, the different constraints encountered and their rendition. ELAN software will be used for the transcription and analysis of extracts from the recordings which exemplify problematic Islamic concepts. ELAN is a multimodal tool which allows for a video or audio file and the transcript to be aligned according to a time code, which makes it possible to incorporate the time-based constraints of simultaneous interpreting into an analysis. ELAN makes it possible for the researcher to create different tiers of analysis. For instance, it can help identify the pauses, the different strategies used by the interpreters, such as generalization, transliteration or omission, in addition to observing the time-lag between the source text and the target text.

The proposal and different consent forms and required documents have been submitted to the Ethics Committee for clearance. I have received feedback and will complete final corrections.

1.7 Organisation of the study

Chapter 1: Introduction

In this chapter, I state the research problem and explain the rationale and aim of the study.

Chapter 2: Literature review

This part of the study reviews theories of norms, constraints and strategies and institutional interpreting.

Chapter 3: Interpreting Islamic finance in institutional contexts

This chapter provides a definition and a historical background of Islamic finance, and an overview of its development. I will also seek to explain the ideology that underlies the concepts and terminology of Islamic finance. I then go on to examine the specifics of interpreting Islamic finance in institutional contexts.

Chapter 4: Research methodology

This chapter will present the methodology used to collect data for the research.

Chapter 5: Analysis and findings

In this chapter, I will present the analysis and findings of the research and discuss their relevance to the research problem.

Chapter 5 Conclusion and recommendations

In this last chapter, I will summarize the results of the research, discuss its limitations and suggest recommendations.

Chapter 6 List of Sources

1.8. Conclusion

This introductory chapter has laid the foundation for this study. The concept of Islamic finance and its characteristics were introduced and the rationale behind the study was explained. The research problem and questions were highlighted and the manner in which the study goes about attempting to answer these questions was described. In the next chapter, the reader will be able to access more detailed information on norms, institutional norms, cultural mediation cognitive constraints and strategies and how they are relevant to this research.

Chapter 2: Literature Review

"As we know, social conventions, norms and rules are intimately tied up with values. The content of a norm is a notion of what a particular community regards as correct or proper. The directive force of a norm is there to secure and maintain theses notions as values."

Theo Hermans (1999, p.58)

2.1 Introduction

Any profession or structured activity is governed by rules and norms to be followed by the performer or professional and is assessed against metrics or social conventions. Hence this part of the study reviews theories of translational and interpreting norms, the cognitive constraints inherent to interpreting and the strategies used to cope with them, before examining context and institutional interpreting.

2.2 Norms

Norms could be regarded as a set of explicit or implicit rules that define the framework of an activity or can arise from practice. In translation and interpreting norms are set out to govern the process and the product to ensure the overall quality of the written or verbal output. However, earlier studies focused more on translational norms while interpreting research was confined to the psycholinguist process and technical aspects. Subsequently, with the development of the interpreting profession, there were more interest in and research on the role of the interpreter, and the norms and ethics of interpreting based on the existing translational norms. In order to study norms in interpreting, we should look into the purpose of studying norms initially in translation.

2.2.1 Translational norms

Although Gideon Toury (1999) is considered as the precursor of norms in translation studies, he does not claim the credit of being "the first to tackle translation as a norm governed activity" arguing that "the association of 'norms' and 'translations' was very much present, if not implicitly, in the work of Jiři Levý (1969 [1963]) and James Holmes (1988)" (Toury, 1999, p. 10). However, he takes "the responsibility […] for having injected the heaviest dose of norms into the veins of Translation Studies in the 1970s and early 1980s" thus making 'norms' a kind of legal tender in the discussion of translation practices" (ibid. pp.10-11). As Carlo Marzocchi

(2005) explains, Toury brought "the notion of 'norms' as the key to the variability of Descriptive Translation Studies." In the 1970s, while Toury was researching for his Ph.D. dissertation, he was faced with the difficulty of finding a suitable definition for 'translation' and realized that such an exercise was an "untenable pretence", given that translation "is characterized precisely by its *variability*: difference across cultures, variation within a culture and change over time" (ibid. p.11). He thus concluded that the notion of translation "would be regarded as, historically, socially and culturally determined" and hence norm-governed (ibid).

Socio-cultural norms define the standards for what is deemed to be acceptable and correct for the community. As Christina Schäffner (1999) puts it "they function intersubjectively as models for behaviour, and they also regulate expectations concerning both the behaviour itself and the products of this behaviour." Schäffner's position echoes Toury's view that:

> Norms have always been regarded as the translation of general values or ideas shared by a group – as to what is conventionally right and wrong, adequate and inadequate – into performance instructions appropriate for and applicable to particular situations, as well as what is tolerated and permitted in a certain behavioural dimension (Schäffner, 1999, p.14).

2.2.1.1 Categories of norms

According to Toury's classification, there are three categories of translational norms: initial, preliminary and operational norms (2012, pp. 79-84). **Initial norms** are concerned with the strategy used by the interpreter before engaging in the process. At this level, the interpreter decides either to interpret according to the norm of adequacy, i.e., based on the 'source-system norms' or according to the norm of acceptability which adheres to the to 'target-system norms.' According to Tour (ibid.), the translator has to choose between "two extreme orientations" that is, "heavy leaning on the assumed original" and "sweeping adherence to norms which originate and act in the target culture itself." **Preliminary norms** involve the 'translation policy', that is to say, the criteria governing the nature of the text to be translated and the 'directness of translation' which define "the threshold of tolerance for translating from languages other than the ultimate SLs" (ibid.) **Operational norms** are concerned with the decisions made during the actual translation. They include 'matricial norms' and 'text-linguistic norms, which respectively govern the distribution and the selection of the target text linguistic material. Here, the norms determine what is acceptable and unacceptable in terms of grammar, language, linguistic norms and production output in general.

Anne Schjoldager (1995) argues that: "Norms help the translator find appropriate solutions to the problems s/he meets at every level of the text. She refers to Theo Hermans who identifies "three major models that supply norms": (1) the source text, (2) the relevant translational tradition, and (3) the existing set of similar originals in the target culture (ibid).

Other scholars are concerned with product and production norms, i.e., "what a product must look like in order to be regarded as correct and appropriate" and "the methods and strategies by which a correct product can be achieved" (Bartsch, qtd in Schäffner, 1999, p. 1). Andrew Chesterman (1993, p.8) developed further production and product norms by linking them to two subsets: the behavioural subset related to the subset of individuals "whose translation behaviour is accepted to be standard-setting," which is the case of the "competent professional translators." The second subset pertains to the product itself, i.e. "the (translated) texts, which are similarly accepted to represent a "model" of the desired quality" (ibid.). Hence, Chesterman categorizes translation norms into "professional norms" and "expectancy norms."

Professional norms are the norms set by translators to achieve quality translation, and which are considered by Chesterman as being "in effect, kinds of production norms, governing the accepted methods and strategies of the translation process" (ibid.). These norms include accountability, communication and relation norms. The *accountability norm* deals with the norm of ethics whereby the translator has to be loyal, faithful to the original writer, the commissioner and the reader (Tiselius, 2009). The *communication norm* is referred to as a social norm according to which the translator should fully play his/her role of "communication expert" facilitating communication and understanding between the different parties mentioned above (Tiselius, ibid.). The *relation norm* operates at the intertextual level in the translation context where the translator maintains the relevant similarities of the source and target texts (ibid.).

Expectancy norms are concerned with the end-product and how it should respond to the expectations of the receiver/reader, the society or the culture, "their expectations of what a translation (of a given type), and what a native text (of a given type) in the target culture" (1993, p.9). Thus, the product (text) or hypertext[2] should make sense and be acceptable for the recipient culture, that is, "when translators do what is expected from them, they will be seen to have done well" (Hermans, qtd in Chesterman, 1993, p.10) This leads Chesterman to infer that that subclasses of syntactic, semantic, and pragmatic expectancy norms can be set up for a given

[2] Franz Pöchhacker (1995) views conference as "an overarching sort of text comprised of a number of individual texts."

target language culture at a given time (ibid., p.10). Expectation norms adhere to the functionalist theory of 'Skopos' which includes the purpose of the translation, the output expected from the translator and the process of cultural transfer.

Translational norms have been the subject of a wide range of studies either comparing them to laws, conventions, and values, or examining their validation, and normative and prescriptive aspects, etc. They were also the subject of earnest debates among translation scholars such as Toury, Hermans, Chesterman, Gile, Pym, Robinson, and Viaggio (Schäffner, 1999), and other practitioners. Exploring the different positions regarding translational norms may be the subject of another study. For the purpose of this research, I will examine how the theory of translational norms applies to interpreting.

2.2.2 Interpreting norms

For Miriam Shlesinger (1989), the research on norms has shed a new light on translation and translation studies, and mainly on the relationship between target and source texts. Shlesinger considers that the research and discussions on norms should be explored beyond "(written) translation" and extended to "(oral) interpretation", which in comparison is not a subject of extensive research. According to Shlesinger (1993, pp.113-114), such an attempt may seem problematic given methodological difficulties, which are, inter alia, "the meagreness of settings conducive to the formation of norms", the limited textual corpora that may not enable "distinguishing the general from the idiosyncratic", the need to study interpreting norms within the parameters of a system (settings, events) and not only at linguistic level. In addition, while recorded material would be helpful to monitor the interpretation, their use may pose a legal problem, besides the fact that the interpreters' output may be affected by the very knowledge that they are monitored and recorded. Despite the potential methodological and technical problems, Shlesinger finds grounds for eliciting norms in interpreting in the fact that professional interpreters have been trained in a small number of schools, and thus, "that may be a factor in the development, internalization, and dissemination of professional norms" (ibid. p.112).

More translation and interpreting scholars will attempt to respond to the questions triggered by Shlesinger on the existence of interpreting norms. Brian Harris (1990, pp.115-118) is one the first scholars to step in the discussion. He asserts the existence of interpreting norms related to the activity itself or within a given setting; i) speaking in the first in professional interpreting

vs. 'natural' interpreting ; ii) simultaneous interpretation of a speaker by several interpreters in a conference – beyond 30 minutes- vs. one interpreter in TV event/program; iii) interpreting only into A language according to Western schools vs. working into the B language or in both languages like in Russia or Canada respectively: and IV) the acceptability of the interpreting output vs the acceptability of a translated text. Harris also identifies another "fundamental and universal" norm that applies across all settings no matter the language combination: the norm of "honest spokesperson,"i.e., the interpreter has to render "the original speakers' ideas and the manner of expressing them as accurately as possible" (ibid, p.118).

This norm echoes the requirement of naturalness of the interpreter's output in the target language advocated by interpreting scholars such as Seleskovitch, to the effect that the interpreter should "sound like the original speaker" (Pöchhacker, 1995). Such a criteria is embedded in AIIC's guidelines for quality interpreting whereby the interpreter is required to convince the public: "Make them forget they are hearing the speaker through an interpreter" (AIIC's practical guide for professional conference interpreters). This view also supports the idea of maintaining the "equivalence of effect" according to Chesterman's (1993) 'professional norms.' Similarly, Danica Sleskovitch's '*Théorie du sens'*, "elaborated on for simultaneous interpreting by Lederer" (Pöchhacker, 1995, p. 32) sets a norm for the interpreter by emphasizing the need for the interpreter to deverbalize the message and to render the gist only. This theory is regarded as a cornerstone in the teaching of interpreting.

Anne Schjoldager (1994) explores the different theories of translation and interpreting schools and concludes that "the theory of translational norms may well be indeed extended to interpreting research". For Scholdager, interpreting is a behavioural activity in the same way Toury sees translation as "socially contexted behavioural type of activity", and, as such there, is no doubt that it must be norm-governed (Schjoldager, 1994). She looks into the original operational norms of interpreting, based on Hemans's three models of norms (the source text, translational tradition, and similar originals in the target culture), and posits that the researcher may gain access to interpreting norms through two means: source-target comparison or normative statements on interpreting. Like Shlesinger (1989), she acknowledges the methodological difficulties in searching for textual norms and the problem of identifying of extratextual norms in the existing literature. Another major issue is the need to take into account the processing conditions and constraints since the difficulty arises from the capacity to "distinguish when the interpreting performance is a mainly norm-governed activity and when it is more determined by the processing conditions" (Schjoldager, 1994, p.85). Hence, she

proposes to introduce operational norms specific to interpreting, for instance, what an interpreter should do when faced with processing constraints. Schjoldager uses this approach in an empirical project carried out with interpreting and translation students and practising translators. She identifies the use of **adequacy** as an initial norm or strategies such as "substitution proper provided that s/he can say something that is contextually plausible" (Schjoldager, 1995, p. 84).

Scholdager's findings are supported by Marzocchi's premise that "norms start their 'lifecycle' as a strategy to cope with cognitive constraints in a given situation and are interiorised and generalized as could have been the case with condensation or "macro-processing" (2005, p. 92). Cognitive constraints call for strategies to cope them. In this context, Gile argues that:

> Interpreting strategies are at least partly norm-based just as translation strategies, with one major difference, namely that in conference interpreting, many of them primarily address cognitive constraints (1999, p.99).

Gile identifies three general rules as other operational norms: "maximising information recovery", "maximising the communication impact of the speech (target norms)", and "minimising recovery interference" (optimisation norm) (ibid). Constraints and strategies in relation to norms are discussed in the subsequent sections of this chapter.

In his study on the functionalist approach to simultaneous interpreting, Pöchhacker (1995) views that the target text in SI needs to be adapted to the communication pattern and text-type conventions (expectancy norms) acceptable for the target culture. In one of his case studies, he analyses forms of address as "a typical example of culture-specific text-type conventions" (ibid. p.41). He holds that the adaptation to the target culture or cultural transfer as an initial norm may work for such kind of text but may be more complicated in case of humour, or in shared supranational or professional setting. Thus, it can be inferred that to identify the "adequate" norms, there is a need to study it "within the comprehensive and complex framework centred on text-in-situation-&-culture" (ibid. p.41). Accordingly, there are different norms for different settings/events, although there are "universal" norms the interpreter needs to adhere to in order to ensure quality interpreting.

Other scholars such as Carlo Marzocchi (2005) embed norms in the code of ethics, which beside the requirements of loyalty, accuracy and completeness demand the adherence to professional ethics and behaviour which are generic or specific according to the interpreting setting.

2.2.2.1 Norms and quality interpreting

In addition to their strategic and cultural attributes, norms are assumed to ensure the quality of output. Quality interpreting thus defined against professional norms and expectations of interpreters, trainers and the client (expectancy norms). In her study of the concepts of norms and quality in interpreting, Giulia Garzone (2002, p. 4) views that:

> Norms can be seen as internalised behavioural constraints which govern interpreters' choices in relation to the different contexts where they are called upon to operate, the aim being to meet quality standards, which in turn are strictly connected with the sociocultural context and are therefore norm-based.

Interpreting scholars and schools have different definitions of quality interpreting. According to Ingrid Kurz (1993), Seleskovitch and Déjean Le Féal emphasize the listener's perspective and satisfaction, while Chernov links quality to the "situational context". In her analysis on quality assurance, Sylvia Kalina (2005, p. 770-771) provides an overview of quality criteria according to a number of scholars, such as Gile's approach of "optimum balance between different processing efforts, Mack's view of "the ability to establish equivalence of content, shape and performance" and Pöchhacker's "equivalence of intended effect, adequacy of expression and accurateness" in addition to "the sense of consistency with the original" put forward by Vuokiroski. Kalina (2005, p. 778) states that:

> Quality can be regarded as a multi-dependent variable; the more conditions are met in the relevant phases, the better interpreting quality should be, provided that interpreters have full command of languages, subjects under discussion and translation strategies.

To identify norms for quality interpreting, scholars have conducted surveys and interviews with interpreters and different user groups. For instance, Pöchhacker (2004, p.153) explains that Hildegund Bühler had a survey with forty-seven AIIC members who had to rate sixteen criteria for interpreter related qualities (e.g. preparedness, endurance, poise and pleasant appearance) against a four-point scale of importance, in addition to nine features of interpreter's output (native accent, pleasant voice, fluency of delivery, logical cohesion, sense consistency, completeness correct, grammar, correct terminology and appropriate style). The results showed that interpreters considered most criteria important, and Bühler found that "the expectations of interpreters regarding the output corresponded to the needs of those using their services – that is, to the expectancy norms" (ibid.).

However, a subsequent investigation conducted by Kurz in 1988 and 1989 among three user groups: delegates of an international medical conference, participants (engineers) to an international conference on quality control and participants to a council of Europe meeting, showed that users expectations was below those of interpreters (in Bühler's survey) and differed according to the professional groups (Pöchhacker, 2004, p. 154). This was confirmed by another major survey commissioned by AIIC and conducted by Peter Moser, who concluded that faithfulness to original, content, synchronicity, rhetorical skills and voice quality superseded other criteria (ibid.).

In the interviews that Michaela Albl-Mikasa (2013) had with interpreters, client satisfaction ranked among top quality criteria. On the level of interpreting competence proper, some interpreters emphasized on completeness, voice quality and the capacity to make choices as to what is essential and what is considered as a detail.

As seen from the above, there a number of norms that govern interpreting at the levels of policy, decision making during the process, and the product and production, with the aim to ensure quality of interpretation. They all define what interpreters ought or ought not to do, what is expected from them at the intratextual and intertextual level, how they should take into account cultural differences and be able to transfer them. Norms shape interpretation and have an impact on the output. However, norms vary according to the setting, participants, context, content, etc. There are generic norms and specific norms, but the interpreting situation dictates the possibility of adherence or non-adherence to the norms. Norms cannot apply uniformly to all interpreting settings; the variability of settings implies the variability of norms, even within a same setting. Norms are by essence normative but can also be prescriptive; therefore, they may involve certain constraints for interpreters.

2.3 Cognitive constraints

In the 1960s and 1970s, interpreting practitioners such as Seleskovitch and David Gerver along with psychologists and psycholinguists were interested in the process underlying interpreting and mainly in the "cognitive structure and processing operations such as short-term memory and knowledge use" (Pöchhacker, 2005). Subsequently, scholars like Moser, Gerver and Déjean Le Féal conducted several studies on interpreting and information processing, and Gile developed a processing-capacity oriented '**Effort-Model**' which analyses interpreting as a set of component processes, each requiring some processing capacity (PC) to be retrieved out of a finite pool of resources" (Gile, 2005, p.10).

2.3.1 The Effort Model

Daniel Gile (1995) defines the "Effort Model" as a conceptual framework focusing on the cognitive constraints and limits. Those constraints require from the interpreter to consume his/her attentional resources and use his/her total processing capacity during the **listening and analysis** (L), **production** of source speech (P) and **short-term memory** (M) efforts in addition to the **coordination** component.

2.3.1.1 Listening and analysis or comprehension effort

Gile (1995) argues that interpreting is not an automatic process. It is not just a "mot à mot" (word-for-word) exercise. He explains that the production of discourse is not automatic, as we hesitate while searching for words and we have to take decisions to make regarding the syntax. Based on this premise, the interpreter should be conscious of all the mechanisms involved in interpreting operations. The difficulty lies in the fact that all the operations take place at the same time: s/he has to listen to one segment of the source text, analyse it and reformulate it in the target language while listening to the next segment and so on. This view is supported by Robin Setton (2001, p.3) who states that: "Taken together, the divided-attention and component-task paradigms reinforce the picture of a juggling performance involving an irreducible coordination effort between inherently distinct tasks."

Good simultaneous interpreting depends largely on the listening-analysis effort in which the interpreter has to digest the information, analyse the message and reformulate the main ideas without repeating literally the message. Camayd-Freixas (2011, p.3) holds that "Active listening is the foundation of all interpreting, because we cannot interpret what we have not heard, understood, analysed, and abstracted." Therefore, concentration is a key factor to receive and decode the ST message and process the meaning, Gile (1995, p.163) points out to some studies that "do show that comprehension during interpreting goes much beyond the mere recognition of words." Otherwise, if interpreters closely follow the original message's words, ideas, and syntax, they will end up parroting the message. Even though the interpreter may be true to the source text, that is at linguistic surface, this will ultimately result in an awkward interpretation due to differences between the syntactic, grammatical and semantic structures of the source language and the target language, which makes it impossible to repeat, literally, the speech from one language into another. Such differences are very marked when translating from

Arabic into English or vice versa, and is even more pronounced when the topic is dense as in the case of religious-based texts.

2.3.1.2 Production effort

Gile (1995, p.165) defines it as "the set of operations extending from the mental representation of the speech to be delivered to speech planning and the performance of the speech plan." He assumes that production requires more attention and, hence, effort since the interpreter seeks "to avoid linguistic interference from the source language, both in retrieving lexical items and in constructing syntactically acceptable target-language sentences" (Gile, 2005, p.11). Cognitive load in production may derive from different factors. Gile (1995) explains that interpreters have to follow the speakers' path, and although "making parallel choices in the target language" may be helpful in the production process, they may face difficulties inherent to **language-specific factors** and **language pair-specific factors**. Language-specific factors include the variability in accents or dialects; syntactic flexibility; preferences for syntactic structures; the number of homophones and short lexical units with little internal redundance; and the relative richness of a language's lexicon (Gile, 2005, p.12). Language-pair specific factors include interpreting between syntactically different languages or between languages with different linguistically induced Information patterns ; interpreting from more concise languages into less concise languages or between languages which have more dissimilar lexical fields ; interpreting from languages with a relatively high frequency of idioms, proverbs or cultural quotations into languages where these are less numerous.

Hence, Gile (1995, p. 167) recommends again as "a general rule" to be followed whenever possible to produce the target language speech based on meaning, not words, of the source-language speech.

To that end, the interpreter must be detached from the speaker and must observe some *décalage*, i.e., a time lag between the speaker's statement and the interpreter's speech, measured in ideas or segments (Camayd-Freixas, 2011, p. 6), until s/he can make sense of what is said. Roderick Jones (1998, p.78) recommends starting once the interpreter understands "something meaningful in order to have something meaningful to say." "Something meaningful" does not have to be a sentence per se, but it can be what Danica Seleskovitch and Marianne Lederer call a 'unit of meaning' and Jones refers to as a "cognitive representation" of what the speaker means (ibid. p. 80).

2.3.1.3 Memory Effort

Memory as temporary and durable storage systems has been the subject of several psychological studies and research on the cognitive operations involved in the interpreting process. Experiments on recall and recognition were conducted by scholars such as Gerver, Isham, Ingram, Lambert, (Pöchhacker, 2004, pp. 120-124). Camayd-Freixas (2011, p.19) defines recognition as being passive, automatic and requiring less attention, whereas recall is a "fully active, deliberate and quite demanding function." Alan Baddely developed a model of "working memory as both a storage and attentional control system" based on which Valeria Daró and Shlesinger, among other scholars, demonstrated that memory in interpreting is characterized by a "limited-capacity attentional system" and, hence, SI is associated with "enhanced short-term memory (Baddeley, Daró, and Shlesinger qtd in Pöchhacker, 2004).

More research was devoted to **short-term memory**, as compared to **long-term memory**, which stores knowledge, and experience, episodic, semantic and procedural memories and is more associated with consecutive interpreting. Gile (1995, pp-168-169) considers memory as an effort inherent to the interpreting process. He posits short-term memory operations occur due to the lag between the moment the segment is uttered by the speaker and the moment it is interpreted, or the time it takes to produce speech or due to factors specific to the speaker's form of delivery or the text structure or content (ibid.). **Short-term** memory helps to store and retrieve information collected from the immediate verbal input. The memorization sequence allows the interpreter to deal with language specific factors but also to choose the essential information to convey in the target language. As memorization is not an automatic process, it varies according to the pace of the speaker or density of the topic. Active listening enhances active memory and stimulates a better delivery. Interpreting schools and training programs have integrated memory exercises as part of skill acquisition, although scholars such as Setton (2001, p.14) argue that "it is not memory and attention which are specific to interpreting expertise, but enhanced understanding and speaking." However, no matter which effort supersedes the others, they are all critical to the interpreting process and should be managed to the best to ensure quality performance.

2.3.2 The Tightrope hypothesis

As stated earlier, in Daniel Gile's (1999) "**Tightrope hypothesis**", the total processing capacity required is close to the interpreter's total capacity available. Ideally, there should be enough

attentional resources for each effort, and the resources/total capacity available should be equal or superior to the total capacity requirements. Gile (ibid., p.156) puts forward a 'competitive hypothesis' whereby "the Efforts are partly competitive" and the total processing consumption is equal to the sum of the consumption of each effort in addition to coordination (TotC = C(L) + C(M) + C(P) + C(C)). The interpreter should even be able to have some capacity left. However, all interpreting situations differ depending on endogenous or exogenous factors, the speaker's type of delivery, the subject, and other factors. In a given context, the interpreter may not work to maximum capacity or his/her total capacity available is higher than the total capacity required (TCA > TCR), and thus s/he is not under pressure. On the other hand, the interpreter may work in contexts where the topic is dense, and the speech or syntax structure is complex. The total capacity required is, therefore, higher than his/her total capacity available (TCR>TCP), and this would result in "saturation" since the interpreter has to work to maximum capacity. The interpreter may also devote more attentional resources to one effort to the detriment of another, resulting into what Gile calls "an individual processing capacity individual deficit" (1995, p.171). In the "Tightrope hypothesis", these constraints and deficits account for errors and omissions in simultaneous interpreting. Hence, the interpreter must manage his/her attentional resources or total capacity available properly and according to the need of each effort.

2.3.3 Problem triggers

Gile (1995) identifies problem triggers that could disrupt the balance between the three efforts. First, there are "problems arising from an increase in processing capacity requirements": high density of the speech, with more information processed per unit of time; high rate of delivery of the speech; high density of the information content (enumerations, read speeches etc.); technical terms, strong accents, incorrect grammar: unknown names: external factors such as the quality of the sound; in addition to saturation from the increase of processing capacity requirements due to syntactical differences (pp.172-174). Then, there are "problems associated with signal vulnerability," which are factor to "momentary capacity shortage" as it is the case with numbers, short names and acronyms (ibid. p.174). Shlesinger (1995) enumerates "three very significant constraints intrinsic to this form of translation": *time constraint* inherent in the speaker's pace and time available to hear his output; *linearity constraint*, the interpreter not having access to whole information and receiving only small chunks of the text at a time; and the *(un) shared knowledge constraint*, stemming from expecting the interpreter to have the same specialized knowledge as that available to the speaker and audience.

2.3.4 Directionality

Directionality is defined as the interpretation from one's native (A) language into a non- native (B) language and the reverse. Interpreting scholars and practitioners generally advocate that interpreters should work from the foreign language into their mother tongue. Daniel Gile (2005, p.9), gives the example of Seleskovitch who believes that "only in one's language is speech production "spontaneous", idiomatic and therefore best suited to the transmission of information to one's listener." He also indicates that this position is upheld by international organizations and the International Association of Conference Interpreters (AIIC). Also, empirical research conducted by some scholars such as Kurz, Hyönä et al. and de Bot suggest that mental load was higher when interpreting into a non-native language, and the study by Daró found there were more quality into A (Bartłomiejczyk, 2006, p.150). The opposing view was suggested in studies by Tommola and Helvä Al-Salman & Al-Khanji, and Kurz & Färber i.e. the interpreter's performance was better when working from A into B (ibid.).

Likewise, Gile (2005, p.14) argues that 'there is no evidence regarding the correlation between the official "A" or "B" tag on an interpreter's official professional status and his/her actual mastery of the relevant languages." For him, the interpreter's performance is less determined by language direction than by other variables such as the interpreter's cognitive abilities, motivation, professionalism, knowledge of the topic, etc. Gile postulates that the relevance of direction should be analysed with regards to "comprehension load" and "production load" and the processing capacities required for each effort, and particularly in terms of lexical availability (ibid).

Regardless of the position of interpreting schools and scholars, the interpreter's preferences are sometimes dictated by contextual and other factors and not simply by their language combination according to the standards of AIIC or other organizations. It is worth noting that most interpreters from Arabic into English have Arabic as a native language. This may be explained by the fact that there are relatively few non-Arabs who work directly from or into Arabic, and even fewer when the subjects discussed are highly technical or religious based. According to a study conducted by Al-Salman and Al-Khanji (Gile, 2005, p.16), native-Arab interpreters expressed a preference for working into their B (English). The authors' finding that interpreters lacked "mastery of the higher register of Arabic used in the speeches" led to the assumption that their Arabic may be considered as B language according to AIIC's classification (ibid.). This supports Gile's (2005, p. 11) view that:

> *generally*, production requires more attention, if only because it often involves a deliberate effort to avoid linguistic interference from the source language, both in retrieving lexical items and in constructing syntactically acceptable target-language sentences

However, if interpreters work close to saturation, it stands to reason that those interpreting highly dense Arabic texts into English are subject to significant cognitive load at the level of comprehension and production. Hence, they have to use strategies to overcome such constraints. The section below looks into the different strategies suggested by interpreting scholars.

2.4 Strategies

In her analysis of interpreting competence, Kalina (2000, p. 6) suggests that:

> Interpreting requires assessing one's own comprehension and that of others, and it involves the ability to use one's memory as efficiently as possible, having to store details (micro-information) but also the macrostructure of a given text, along with contextual, situational, world knowledge and a multitude of other information.

As the interpreting context and subjects vary, sometimes difficulties may arise during the interpreting process due, among other things, to the density of the subject, length or structure of the speech, the interpreter must adopt strategies that can help him/her to cope with them. Kohn and Kalina (1996) believe that is essential for the interpreter to control and coordinate the simultaneous activities of listening to the source text and producing the target text, and therefore it requires strategic efforts. They approach interpreting strategies "based on a mental-modelling view of communication and interpretation/translation" and postulate that "discourse processing is of strategic nature in that it is intentional and goal-oriented" (ibid. pp. 120, 122). Hence, strategies "may be defined by goal-oriented categories" which interact during the interpreting process (Kalina, 2000.). Such strategies include comprehension strategies, text production strategies, emergency and global strategies.

2.4.1 Comprehension strategies

Comprehension strategies involve the use of time lag or ***décalage***, inference and anticipation. *Décalage* is the time lag between source text and target discourse (Kohn and Kalina, 1996, p. 130). Although it does not exceed a few seconds, *décalage* is a strategy that allows the interpreter to take time to grasp "a unit of meaning" before being able to interpret it. *Décalage* can be in the form of "heeling" (minimized time lag) or "queuing" (maximized time lag) (Camayd-Freixas, 2011, p. 9) depending on the processing needs related to factors such as the speed of the speaker or the complexity of the structure or subject. This technique allows the interpreter to analyse the message and remain detached from the speaker in the sense that s/he does not closely follow the linguistic or grammatical structure of the SL. In addition, it will allow interpreters to have the needed "free storing capacity for processing the continuous stream of incoming discourse" knowing that they have to speed their production because of the "natural limitation of their retention capacities" (Kohn and Kalina, 1996, p.130). Another form of *décalage* is "stalling". It is similar to "queuing", however, the interpreter uses what Valentina Donato (2003) calls "neutral material" to buy time to facilitate the comprehension of a segment or when faced with long pauses. Neutral material can be words or phrases that are not part of the ST but will not alter the latter and can be used at the beginning or the middle of a sentence.

For Kohn and Kalina (1996) target source discourse presupposes source-discourse based mental modelling and therefore it is of utmost importance to use comprehension strategies involving **inferencing** and **early anticipation**. Inferencing is the ability of the interpreter to reconstruct a segment misheard or misunderstood from contextual elements or previously known facts. The inferences can be drawn based on "extra-linguistic knowledge of the world", cognitive situations and pragmatic elements, and by building relations between stored and new information (Chernov qtd in Shabana 2005; Kalina, 2000.)

Kohn and Kalina (ibid.) consider anticipation as a fundamental feature of strategic discourse processing. Anticipation is defined as "the production of a sentence constituent before the correspondent constituent has appeared in the source language input" (Setton, qtd in Pöchhacker, 2004), either because it starts with usual formulas or phrases such as greetings, or it can be based on elements inferred from endogenous factors, knowledge of the subject, terminology or grammatical structure, etc. According to Ghelly Chernov, simultaneous interpreting is made possible by probability anticipation of the development of the message (Shabana, 2005). According to Setton, Lederer explains anticipation by three factors: "an early

recognition of a formula; a logical sequence of ideas; and (discursive) arguments or logical sequences which have been heard before, albeit expressed in different terms" (Setton, 1999). She also makes a distinction between linguistic anticipation (word prediction) and extra-linguistic anticipation (sense expectation) (Pöchhacker, 2004). Thus, the interpreter can anticipate the sequence, the meaning, the syntax or structure of a discourse by logical inference, or mental modelling with previously known information or associating the unit of meaning or segment with other elements.

Another comprehension strategy is **segmentation/chunking** of the verbal input. Kohn and Kalina (1996, p.131) argue that the source discourse is not intended for the interpreter, and therefore rarely takes into account her knowledge background. This view explains what Shlesinger (2005) calls the "(un)-shared knowledge constraint". To make up for the knowledge gap "resulting in a higher complexity and density of the source discourse" (Kohn and Kalina. ibid.), the interpreter chunks the information to render meaningful units. Chunking, which is also known as the *salami technique* (Jones, 1998) or *saucissonage*, and is referred to by Seleskovitch and Lederer as "working with subunits of sense" (Pöchhacker, 2004). Segmenting a complex structure into chunks of grammatically complete clauses facilitates analysis and allows the interpreter not to lose the discourse string while rendering the previous segment. Hence, it relieves the processing capacity and avoids incoherence and the pitfalls of subordinate clauses.

2.4.2 Text production/Reformulation strategies

Text Production strategies are also referred to as reformulation strategies. Production strategies are not a panacea but may help the interpreter get round certain difficulties inherent to the communicative situation. Kohn and Kalina (1996, p. 131) suggest different strategies for the production of the target discourse. At the level of **presentation,** strategies comprise pause distribution, intonation, adaptation to delivery rate, and non-verbal means of expression. Kohn and Kalina and other scholars recommend the use of **emergency or crisis strategies** which the interpreter can use when s/he is working under stressful conditions, dealing with complex statements, lacking contextual or general knowledge, failing to understand and hence his/her "capacity is exhausted, or mental modelling processes are severally affected" (ibid.). **Transcodage**, (word for word translation of a segment) is one way of dealing with issues of numbers and unfamiliar names, etc. although Kohn and Kalina (ibid) observe it is not a representative of strategic processing in SI. The interpreter may wish to extend or narrow the

ear-voice span in order to "regain control" when interpreting misunderstood input or unclear or complex source language (ibid.). This will help the interpreter maximize comprehension and relieve memory overload. He/she can again resort to **neutralisation**, i.e., use "neutral sentence beginnings or segments in the target language that do not commit them one way or another (Gile, 1994). Again, segmentation/chunking can be used to convert lengthy sentences into short and grammatically complete sentences.

Other strategies come under **linguistic simplification** and are meant to help interpreters "cope with specific processing problems resulting from an inappropriately complex linguistic representation" (Kohn & Kalina, 1996, p. 132). **Summarizing** consists of recapitulating the speaker's message or the target text for the sake of clarity of the main idea. **Paraphrasing** refers to the use of a longer explanation of a term or phrase whose equivalent could not be retrieved and it gives some leeway to the interpreter for syntax and word choice. **Syntactic restructuring** may be another useful strategy when the source input includes highly technical subjects or when interpreting between language pairs with asymmetrical structures such as English (SVO) and Arabic (VSO). The interpreter can restructure the word order, by rearranging syntax elements or transforming a subordinate clause into a main clause in lengthy sentences, changing the passive form into an active form or vice versa, i.e., a negative clause into an affirmative clause, and so on.

When the interpreter's capacity is constrained by verbal input that is delivered at high speed or by dense content, s/he may resort to the emergency strategy of **condensation/compression** which is considered by Kohn and Kalina (ibid.) as an "important overall rescue strategy." It consists of rendering only the elements "of higher macro level", deleting "redundant or repetitive information" so as to produce the target text at faster speed. This "content-processing strategy" was advocated earlier by other scholars (Chernov, Alexieva and Kirchhoff, qtd in Pöchhacker, 2004) besides the omission of lower level information, the substitution of the "elements of discourse not fully understood", which Helle van Dam, based on an experiment, concludes to be "a necessary and good interpreting strategy" (qtd in Pöchhacker, ibid.). Kohn and Kalina (1996) explain that excessive input speed can be dealt with excessive condensation. However, the interpreter may not achieve the adequacy of the target discourse- since repairs and corrections are not possible- or the source text intended effect. Other production strategies include **generalization (**using propositions of a higher macro level), **approximation** (finding a temporary translation of word a and later add the appropriate one), **expansion** of information (for adding more explanation when necessary to clarify a segment or to establish links with

previous segments to ensure the coherence of the message), **evasion** (choosing not to interpret at all one segment) and **substitution** (the replacing of a word by another). Kohn and Kalina (ibid) also argue for the use of **adaptation** strategies and inserting modelling details following target discourse convention, including "cultural adaptations" to mediate between different cultures.

Al-Salman & Al Khanji (2002) categorize production strategies such as approximation, anticipation, filtering (compressing) and skipping (deliberate omissions of redundant segments of unnecessary repetitions, redundant expressions, etc.) as **achievement** strategies. Similarly, transliteration, code-switching and message abandonment (excessive omissions) are considered as **reduction** strategies. Also, Kalina refers to **global** strategies that are oriented towards production quality or the management of difficult situations. These include memorizing the verbal input, monitoring the speaker's input and the interpreter's output and repairing errors that occur in the production.

Strategies are meant to help the interpreter plan the interpreting process and reach specific goals, which are quality output and accurate communication of the source text message to an audience. They also provide solutions to cope with specific constraints that may arise from textual and contextual factors.

2.5 Context and Institutional interpreting

There has been a growing interest in the study of context and institutional translation and interpreting, to understand how the interpreting setting and social context shape the role and performance of interpreters. Some scholars view interpreting as a "situated" action or activity and as such, there is a need to examine the influence of context on the interpreter's performance.

2.5.1 Interpreting context

To understand the influence of context, we need to know what is meant by *context*. Claudia Monacelli (2009, p. 61) argues that despite the fact that context has been the subject of many "formal and informal discussions in sociolinguistics, pragmatics and discourse studies", the notion of context is yet to be clarified. She supports Teun van Dijk's view that "there is strictly speaking no *theory* of what exactly 'context' is" (ibid.). Van Dijk (2008) views context as being more formal than "concepts such as "situation', circumstance" or "environment" and, hence he postulates:

> We use the notion of "context" whenever we want to indicate that some phenomenon, event, action or discourse needs to be seen or studied in relationship to its environment that is the "surrounding" conditions and the consequences. We thus not only *describe* but especially also *explain* the occurrence or properties of some focal phenomenon in terms of some aspects of the context." (2008 p.4).

He defines context as "the structured set of all properties of a social situation that are possibly relevant for the production, structures, interpretation and functions of text and talk" (Van Dijk, qtd in Monacelli, 2009, pp. 63-64).

Analysing the notion of context in the philosophical, psychological, pragmatics and other traditions, Juliane House (2006, p.342) posits that " [c]ontext can be regarded as encompassing external (situational and cultural) factors and/or internal, cognitive factors, all of which can influence one another in acts of speaking and listening." She adds further:

> Context is taken to be more than a set of pre-fixed discrete variables that impact on language, and context and language are considered to be in a mutually reflexive relationship, such that language shapes context as much as context shapes language (ibid).

Although House (2006, p. 343) argues that "this view of context is not useful for translation, it is of significant relevance when it is applied to interpreting. Michael Cronin has called earlier for a cultural turn in Interpreting Studies whereby "the social framework within which the interpreters operate needs to be foregrounded in an attempt to illuminate the linguistic and cultural boundaries the interpreters cross" (Cronin, qtd in Monacelli, 2005). Ebru Diriker's (2004) study, is considered as a major contribution towards that cultural turn.

In fact, Diriker (ibid.) explores the broader and immediate socio-cultural context of conference interpreting in relation to the presence and performance of the interpreter, in addition to the meta-discourse on interpreting and interpreters against the actual interpreting event. Based on the approaches of Bakhtin, Cicourcel and Lindstrom to discourse and context, she analyses the interaction between the presence and performance of the interpreter and the micro and macro contexts of interpretation.

The study of the broader (macro) context aims at exploring "the kind of presence and performance asked of and expected from simultaneous interpreters by different actors and institutions in and around the profession" (Diriker, 2004, p.17). Diriker views that the

interpreter's "professional identity" like that of other professionals is "shaped by the discourse from inside and outside the profession" and hence, it is "(meta-) discursive in nature" (ibid, p. 25). She analyses the variety of (re)presentations of simultaneous interpreting in the broader social context from different sources including professional organizations, codes of ethics, academic literature, Turkish printed and electronic media, including the interpreters' representations and self-representations and a Turkish popular book by a practicing conference interpreter (ibid., p.26).

Her analysis highlights two "levels" of discourses. The first one is the general and decontextualized discourse, held by professional associations, and the media and enshrined in ethical codes, general reference books, media, and academia. In this type of discourse, simultaneous interpretation is viewed as a "'universal' and 'abstract' phenomenon", whereby the simultaneous interpreter is seen as the professionally competent, identifying with the speaker, rendering the gist and even improving the 'package' for the sake of clarity and quality, while remaining faithful to the source text (ibid., p.48). The second level of discourse is "specific and contextualized" as it is based on "real life situations" and is found in the popular book on SI and self-representations of simultaneous interpreters in the media. Through "anecdotal accounts of real situations", simultaneous interpreters want to show "their active engagement in the formulation of the "meaning" to be transferred" and contrary to the general discourse they do not simply reproduce "the meanings intended by the speakers with a transparent, immediately intelligible and fluent delivery" (ibid, pp.48-49) and they do not identify with the speaker. There is also a dual discourse in the interpreters' self-representation as they fall back on mainstream (decontextualized) discourse to emphasize that though they "interpret" the meaning "(sign of subjectivity and personal involvement)", "their interpretation always overlaps with meanings intended by the original speakers (confirmation of objectivity and non-involvement)" (ibid, p.49).

After analysing the two levels of meta-discursive representations, Diriker seeks to assess them against an actual interpreting event[3]. Her purpose was to explore the presence and position of the interpreters in addition to identifying the expectations of interpreting users. The conference was serviced by three experienced interpreters, two of which worked the two full days. From her observation in situ, the interviews and recordings, Diriker 'juxtaposed' and 'counterposed'

[3] A two-day international philosophy colloquium on "Martin Heidegger and Hannah Arendt: Metaphysics and Politics", on 29-30 May at Bogaziçi University in Istanbul. Besides the speakers, there were heterogeneous participants (students, jurists, writers, activists, etc.).

the actual simultaneous behaviour with the meta-discourse and drew the following significant conclusions (ibid. pp.130-145). There is no homogeneity of conference settings and/or of a group of participants. The users' expectations of quality interpreting are as different as their backgrounds, and more often than not "fuzzy", ranging from sense of consistency with the original to fluency and completeness, use of correct terminology and conveying the meaning. The actual interpreting shows that the interpreters' performance and attitude challenges such representations. For instance, when interpreters are faced with different contextual constraints, they are not invisible but rather impose their presence through interaction with speakers, to seek clarification or negotiate the pace. When they do not understand concepts or words, they resort to transcoding them or make comments about what is meant by the speaker. Interpreters do not always identify with the speaker's "I", but assume a "multiplicity of speaker positions". The study also challenges the myth of uninvolved interpreters, as the interpreters, address the audience, step into the room for technical arrangements, interfere in the interactions between speakers and participants and defend themselves when accused of misinterpreting. Although, the case in study is not representative of the majority of interpreting events, nonetheless, it proves that there are different parameters that define and influence the interpreting process and the interpreters and that the normative discourse is at times more theoretical than practical. Diriker is hence deconstructing the "mythical nature of meta-discourse in simultaneous interpreting." It is obvious that the interpreters' performance and attitude resulted from different issues related to text density, technical issues (improper use of microphone), overlapping speeches, i.e., the micro-context, but they are also subject to the social, professional and users expectations, i.e., the macro-context. The institutional setting itself, the university, plays an important role regarding the level of knowledge and register expected from interpreters.

Diriker's (2004) empirical study of the SI macro and micro contexts foregrounds the "situation framework" Cronin (2002) calls for and feeds into the systemic approach to interpreting setting proposed earlier by Shlesinger (1999),

2.5.2 Institutional interpreting

The term *institution* refers to different concepts from the abstract meaning to the materialistic one. In her analysis of translation in institutional context, and namely in the European Union, Kaisa Koskinen (2008) advocates that "it is necessary to comprehend the dynamics of institutional language work as well as the constructive and constraining influence of the institutional context." She states that:

> In principle, we can study institutions on a range of levels, from the abstract level to concrete realisations, and from the world-system to the level of individuals and everyday microprocesses. On all these levels, institutions share a number of features: any institution can be defined as a form of uniform action governed by role expectations, norms, values and belief systems. […] This also partially explains the confused meanings: modern societies have built a number of concrete institutions in order to carry out their various governance, control and education activities. (Koskinen, qtd in Wallmach, 2014, p, 3)

Under the sociological definition, *institution* refers to "any organized human activity which is instrumental in establishing and upholding a society" and, hence, it encompasses terms such as 'family' 'the law', 'education', 'healthcare' or 'politics' (Marzocchi 1998, p.1). Accordingly, institutional interpreting can be defined as interpreting occurring within an institutional setting such as court, medical and mental health facilities, the media, political, financial, educational and religious institutions, international organizations, etc. Interpreting in public services (court, medical, educational, religious facilities) are now also referred to as 'community interpreting'.

The role of the interpreter differs according to the institutional context/setting, the participants, and the monologic or dialogic mode, in addition to endogenous and exogenous factors. The role ascribed to interpreters in such settings often obey to the same professional norms and adhere to the perceptions and influence of the setting though in varying degrees. Scholars have analysed consecutive and simultaneous interpreting within different institutions to identify the norms thereof and the potential constraints on the interpreters' performance. My focus in the following section is on SI in multilingual institutions.

2.5.2.1 Interpreting in the context of multilingual institutions

As explained by Diriker (2015), although freelance interpreters represent the largest share of conference interpreters, there are also staff interpreters who work for international and national organizations. Chief among those organizations are the European Union and the United Nations. Despite the lack of profuse research on interpreting in international institutions, compared to community interpreting, attempts were made to examine the characteristics of interpreting in such settings.

2.5.2.1.1 The United Nations and International Criminal Tribunals

The United Nations Organization is a major international institution that provides interpreting services in each of its stations in New York, Geneva, Nairobi and Vienna, in addition to its

regional Commissions in Addis Ababa, Bangkok, Beirut and Santiago. The UN headquarters accounts for the largest service, namely for the General Assembly and other meetings. There are six official languages (Arabic, Chinese, English, French, Russian and, Spanish). Interestingly, interpreters are required to interpret into their mother tongue, however, for "rare languages" such as Arabic and Chinese should be able to work into another language (retour) that will serve as relay. Portuguese is also used in the UN Commission for Latin America and the Caribbean (ECLAC) based in Chile, in WHO-AFRO and the United Nations Office at Nairobi, which also uses Swahili as a working language. The use of these official languages through interpretation not only enables communication between its 193 member States but is also an important vehicle for leveraging political, economic and national interests.

Research into institutional interpreting within the UN is not as developed as research on the European Union. However, former UN Spanish interpreter Jesus-Baigorri-Jalon made a substantial contribution in 2000 with his "first detailed account ever of the invention of simultaneous ("telephonic") interpreting, and subsequently his "2004 volume on *Interpreters at the United Nations*" (Pöchhacker, 2015). Other informative studies were conducted at the level of international judicial institutions established by the UN, such as the International Tribunals for the former Yugoslavia (ICTY) and Rwanda (ICTR).

Traditionally, substantial attention has been given to interpreting in legal settings, which encompass courts, police, prisons or detention centres, etc., and is most commonly referred to as "court interpreting". There are different codes set for interpreting in domestic and international courts and tribunals. Although such codes may vary according to the context, in general, they converge in many respects regarding the responsibilities of the interpreters.

In international legal settings, and generally in domestic ones, interpreters adhere not only to the norms of the profession but also to those set by the judicial institution. For example, the 1999 Code of Ethics of Interpreters and Translators adopted by the International Criminal Court of the Former Yugoslavia, provides that:

1. (a) Interpreters and translators shall convey with the greatest fidelity and accuracy, and with complete neutrality, the wording used by the persons they interpret or translate.

2. (b) Interpreters shall convey the whole message, including vulgar or derogatory remarks, insults and any non-verbal clue, such as the tone of voice and emotions of the speaker, which might facilitate the understanding of their listeners. (Ndongo-Keller, 2015)

The requirements of faithfulness, completeness, accuracy, neutrality and verbatim rendition are usually common to many judicial institutions where interpreting services are provided. Marzocchi (2005) finds in the verbatim requirement a powerful interaction between norms and ethics. Such an interaction is illustrated by the Tribunal's statement that it "considers that being subject to a Code of Ethics is an integral attribute of being an interpreter and translator employed in a judicial environment" (ibid, p.98).

The 'verbatim requirement' implicates a word for word translation – for the sake of completeness –which contradicts the theory positing that interpreters should not remain at linguistic surface, but should rather convey the essence of the message. One of the major issues pointed out by Mikkelson (2008) is that the codes or guidelines of court interpreting are in general set by legal professionals "who lack sufficient understanding of linguistic theory and interlingual message transfer". As she rightly puts it put it "the interpreter is thus caught between "the Scylla of slavish, literal interpretation and the Charybdis of free translation that distorts meaning and thereby perverts justice" (ibid.).

Apart from the "schism" between professional norms and the codes of legal institutions, which influence the interpreters' performance, there are other impacts ensuing from the nature of the cases in trial. Although there is little research on the subject, some studies have shown that interpreters who interpret in criminal and genocide cases are traumatized. Justine Ndongo Keller (2015), senior lecturer at the centre for translation and interpretation at the University of Nairobi and former chief of the Language Services of the International Criminal Tribunal for Rwanda (ICTR), examines studies on vicarious trauma among interpreters. One of the studies was conducted by Martin Swain, a conference interpreter, with interpreters employed at the International Criminal Tribunal for the former Yugoslavia (ICTY), the International Criminal Tribunal for Rwanda and at the South African Truth and Reconciliation Commission. Swain wanted to find out whether interpreters "remained detached from the emotional charge communicated in the original message" and whether they reproduced the tone and content, and if it had any impact on their output (Ndongo-Keller, 2015, p.343). According to his findings, interpreters adopted different attitudes: some interpreters tried to remain detached '"focusing on technical aspects of the message production and on the facts that had to be conveyed"; others felt it was a professional obligation to "convey the emotional content of an utterance"; and some used coping strategies in order to reproduce the harrowing testimony in detail, including pretending the testimony was unreal, while another one revealed that she would not listen when she was not working (ibid. 344).

Another vivid example is the experience of interpreters employed at the International Criminal Tribunal for Rwanda. The ICTR was established by the Security Council in November 1994 in order to prosecute persons responsible for genocide. Ndongo-Keller was among the eight interpreters recruited to help translate statements, service meetings with investigators and later on the hearings that started in 1997. She explains that translating the statements was traumatizing enough, but the daily accounts of atrocities by the victims was even worse, especially if no training prepares interpreters "to work in such environment"(2015, p. 345). Ndongo-Keller reveals that after a few years of "hearing the same atrocities and repeating everything in the first person, most interpreters could see changes in their behaviour and their life in general" (ibid.). After discussing the issue with colleagues, she investigated the matter by putting some questions to four interpreters who have been working in the ICTR for a minimum of five years. The responses revealed five categories of trauma: psychological, emotional, physical, professional and psychological trauma. One of the most important catalysers of the trauma is the identification of the interpreter with the speaker through the use of the first person ("I") - which is embedded in the meta-discourse on quality interpreting and even in the Code of Ethics for interpreters in such tribunals as ICTY. In assuming the "I" of the speaker, the interpreter "becomes" the victim or witness, and hence relives the killings, rapes and other gruesome acts. The different types of trauma the interpreters experience were physically and psychologically painful, but according to Ndongo-Keller, they came out of it "valuing what they had" and appreciating "the privilege of not being the one sitting in the witness box narrating the atrocities" and ended up admiring the victims (pp. 345-347).

The Truth and Reconciliation Commission (TRC), established in 1996 by President Nelson Mandela, is another multilingual institution that offers yet another example of the traumatic effects the testimonies had on the interpreters and, hence, embodies yet the dichotomy between the narrative on the neutrality and detachment of the interpreter, and the actual practice. Using the corpus gathered from the TRC hearings and proceedings, Kim Wallmach (2014) examines the influence of institutional factors "on the product and process of interpreting", against the assumed position of the translator and interpreter as being "in between" and the preferred self-narrative of "impartial professionals". Wallmach (ibid,) explains that interpreters found it difficult to interpret as 'a perpetrator', and "several interpreters showed signs of post-traumatic stress" compounded by the emotional strain of "the media attention, as the interpreters' voices appeared on television and radio reportage on the Commission" (p.8). In addition, there were terminological issues, with some interpreters having to make up for English terms that did not

yet have equivalents in the other national languages. Wallmach highlights the gap between the meta-discourse of interpreting and the actual practices and process of interpreting. She concludes that: "The personal is always political, and interpreters (and translators) are intimately involved in the events they are assigned to interpret" and that "the notion of *between* can never be neutral" (ibid. p. 13). Therefore, interpreters, as Wallmach puts it, are as much "little perpetrators", by not standing against wrongdoing (ibid).

The analysis of interpreting within these institutional settings reveal several common parameters but mostly demonstrate that there is an interaction between the interpreting context and the interpreter. It clearly illustrates Shlesinger's view regarding interpreting in such settings, i.e., there is:

> a potential conflict between two sets of norms: expectancy norms implicitly or explicitly projected by the court, and performance norms based on the interpreter's own perceptions of her role and of what she ought to do to fulfil it (1999, p. 66).

In addition, these studies underscore the relativity of the discourse on the professional interpreter being cast in one invisible mould, as revealed by Diriker's study. Different studies were conducted on interpreting in asylum and mental healthcare settings and conflict zone, showing either the interpreter trespassing his/her role of neutral/invisible communication facilitator to become a "co-therapist", or suffering trauma from atrocities in war zones. Of equal importance is the effect of the identification with the speaker, which is foregrounded as an essential factor in the studies on interpreting for the ICTY, the ICTR and the TRC.

Moreover, interpreters not only can identify with multiple speakers but also with the institution as it has been demonstrated by research on interpreting in the European Union institutions.

2.5.2.1.2 The European Union

Diriker (2015, p. 177) states that "the European Union is the most important institutional player of the European market", with approximately 1000 staff interpreters divided between the European Parliament, the European Commission and the Court of Justice, in addition to approximately 3000 freelance interpreters accredited by these institutions. Multilingualism is one of the cornerstones of EU institutions. With more than 24 official languages and 552 possible language combination, the Organization established dedicated interpreting services: the European Parliament's General Directorate for Interpretation and Conferences, the

European Commission's General Directorate for Interpretation and the Court of Justice's Interpretation Directorate (Diriker, ibid.). Hence, the interest in studying interpreting within the European Union stems from its multilingual nature, its different institutions with their specific policies and the central role of interpreters in this Babel Tower. It offers thus cases for study at the level of translation and interpreting, as well as the ideological aspects that may influence both services within an institutional context. Morven Beaton-Thome (2010, p.117) explains such an interest by stating that "as the largest employer of translators and conference interpreters worldwide […] the European Union provides rich data for an investigation for translation and interpreting in an institutional setting." The European Parliament is par excellence a supranational political institution that represents different groups of European parties, which also brings to the fore national identities that can be exacerbated when decisions or policies may affect a country's sovereignty.

In her study on translation in the European Union, Koskinen (2008) argues that the EU is a translated institution and an interpreted institution. Although, she mainly focuses on translation within the institution and explains that the institutional role of interpreters in not similar to that of translators, as she states, parallels can be drawn for interpreting. She points out to "the entrenchment of multilingualism [that] can lead to a tendency on the policy level to ignore the 'voice' of translators and interpreters and to relegate them to an instrumental and invisible role." (ibid, p.148). This concept corresponds yet to the prevailing idea of "the non-presence of the interpreter in his/her own interpretation" (Diriker, 2004, p. 28) as s/he is viewed as mechanistic as his/her ancillary equipment. As it is the case with translation, "it is necessary to comprehend the dynamics of institutional language work, as well as the constraining influence of the institutional context" (Koskinen, ibid) to understand the role of interpreting in such a setting. It is therefore important to study the product and production process in relation to the overall institutional setting that shapes them.

Analysing institutional interpreting from an ideological perspective, Morven Beaton (2007) examines "the impact of simultaneous interpreting on ideology in the European Parliament". Basing her study on a broader definition of ideology as "common sense" and on the concepts of hegemony ("dominant ideology") and axiology ("a system of subjective ethics in the sense of values and beliefs"), she investigates the "struggle between the dominant institutional ideology and subjective interpreter's beliefs and ethics" (ibid, p. 271). Beaton analyses a corpus from three EP plenary sessions debates interpreted from German to English. The study of the discoursal characteristics from the transcripts show a tendency to repeat the superordinate

concept *European Union* in the TT, of lexical contraction of the concept, and a resultant shift in the salience of lexical items (ibid., pp. 278-292). The analysis of metaphors show, inter alia, conceptual shifts, instances of transliteration, expansion and explicitation. According to Beaton, the findings at lexical level illustrate the struggle between competing ideologies, in particular between EU institutional hegemony and the interpreter's axiology, while the findings from both categories of cohesion point towards strengthening the hegemony of EU institutional hegemony through SI (ibid. pp.292-293). Drawing a parallel with Wallmach's research on the Truth and Reconciliation Commission, Beaton states that "the very fact that institutional communication is interpreted is, in itself ideologically significant (ibid. p.293). Also, the study provides evidence of interpreter mediation and agency and demonstrates that simultaneous interpreter is "an additional subjective actor in a heteroglot communication" (ibid. p.271).

Beaton (2010) demonstrates the interpreter's identification with the institution (EP) through the analysis of the SI of interventions during an EP debate on 3 February 2009, on the "potential resettlement of Guantanamo Bay detainees in European Union member states". She focuses the study on the exclusive and inclusive use of the personal pronoun "we", and the shift in its use in the ST and TT. The results show a trend "towards the intensified use of inclusive we to refer to *we, the parliamentary community* and *we, the EU*, at the expense of more peripheral identities" (2010, p.135). For Beaton, the interpreter tends not only to "strengthen the dominant institutional presence, ideology and identity" but also identifies with the institution (ibid.). The interpreter is therefore neither neutral nor a conduit.

2.6 Conclusion

In this chapter, the literature pertaining to the theories of norms, constraints, strategies and institutional interpreting were reviewed. In particular, the literary review gave an insight into the research developed on translational norms and later on developed on interpreting norms, highlighting the different cognitive constraints and related strategy, and the concept context and institutional settings. This chapter has also foregrounded the limitations of the meta-discourse on SI and interpreters when tested against actual events.

Chapter 3: Interpreting Islamic finance in institutional contexts

"*The mission of any religion is to reformulate and reconstruct all aspects of human behaviour with its teachings and axioms of faith. One of these aspects is the economic and financial behaviour of the faith adherents*." Monzer Kahf (2010, p.1)

3.1 Introduction

This chapter will give an insight into Islamic finance by examining its sources, taking a historical approach, with an emphasis on similar concepts in the other monotheist religions, and analysing the concepts underlying its terminology and applications. A special emphasis will put on the concept of interest-free system as one of its cornerstones. I will give an overview of the modern emergence of Islamic finance with its institutions and regulatory bodies. I then go on to examine the specifics of interpreting Islamic finance in institutional context with the Islamic Development Bank as a case in point.

3.2. Sources and historical approach

3.2.1 Islam as a way of life

The term Islam is derived from the verb *aslama* (to submit oneself), whose root is *salaam* (peace). Islam is, therefore, the submission to God and the obedience of his rulings and laws. Extending the spiritual principle to the social realm, it governs the *Ummah*, i.e., Community of Muslims, and all its activities based on the Shariah (Islamic law). Hence, Dominique de Courcelles (2010) explains that Islam does not refer only to a religion, but is at the same time a political, military, economic and legal system, as well as a way of life expressing the individual's submission to God and the Message revealed through the Prophet (p.7). This 'comprehensive way of living' can be found in other religions. Ibrahim Warde (Warde, 2000, p. 27) quotes John Esposito who reminds that. "…all religions in their origins and histories were fairly comprehensive ways of living". He argues that: "Religion is a way of life with a strong emphasis on community as well as personal life: the way of the Torah, the straight path of Islam, the middle path of the Buddha, the righteous way (dharma) of Hinduism. They provide guidance for hygiene, diet, the managing of wealth, stages of life (birth marriage, death), and ritual and worship" (Esposito qtd in Warde, ibid.).

The monotheist religions, Judaism, Christianity and Islam, in their essence and to a certain extent, have similarities regarding economic matters. Warde (ibid. p.63) states that: "All the three emphasize justice through just wages, and just prices, criticize speculation and wasteful consumptions, an advocate moral behaviour in commerce." De Courcelles (2010) explains that the Judaic Deuteronomy provides a number of specific economic recommendations and rituals in addition to a well-codified solidarity system to ensure social justice. On the other hand, Warde (p.27) states that "there are over 2000 references in the Bible to debt, saving and charitable giving" while "the Talmud provides injunctions on all aspects of business behaviour." In Islam, economics, and finance, being an integral part of human behaviour, are both governed by the teachings and injunctions of the Qur'an, which deal, among other things, with different economic and financial matters such as sales, debts, capital, trade, interest and almsgiving. Islamic finance comes therefore as a response to the "the desire of many Muslims to regulate their finances in accordance to the requirements of their faith." (Kahf, 2010, p. 1), that is per the rulings and the ordinances codified in the Shariah.

3.2.2 Shariah as the tenet of Islamic economics and finance

"Shariah" literally means the "Path" or the path that leads to water" and is translated by scholars as "Islamic law" or "Divine law" and derives from the Holy Qur'an, *Hadith*, *Sunna*, *Ijma*, *Qiyas*, and *Ijtihad*.

The Holy Qur'an and the *Sunna* are the primary sources of the Shariah. The literal meaning of "Qur'an" is "to read", "to recite" and refers to the Divine Book of 114 chapters containing the speech of God that was revealed to the Prophet Muhammad over 23 years. The second primary source of Islamic law is the *Sunna,* which means "the clear path", "well-trodden path". The *Sunna* is often used interchangeably with *hadith* and refers to the practice, acts and traditions of the Prophet. It also touches upon all the aspects of life, and thus it "[lays] down the broad principles in the light of which scholars of every time have deduced specific answers to the new situations arising in their age" (Usmani qtd in El Gamal p.17)". *Hadith* refers either to the sayings of the Prophet or the accounts of his sayings, practices, traditions or approvals. Where the Qur'an is considered as the spiritual and primary source of Islamic principles and knowledge, the *Sunna* provides examples of actual practice, and the collection of hadiths the interpretation of Qur'anic injunctions and *Sunna*. *Ijma* is the consensus of scholars about specific issues which were not provided for in the Qur'an, the *Sunna* or the *Hadith*. *Qiyas* is inference by analogy using analytical reasoning based on the Qur'an, the *Hadiths* and *Sunna* to

deal with some contemporary issues. *Ijtihad* is an exercise of independent reasoning by jurists regarding to arrive to appropriate rulings based on the primary sources for matters needing legal opinion.

The Shariah is the principal source of legislation that thrived for centuries during the expansion of Islam. Today, where some countries such as Saudi Arabia and Sudan use Shariah as the main source of legislation, other Muslim countries combine it with Western legal models inherited from colonization. However, the Shariah is not merely a compendium of legal injunctions and rulings. Aziz Al Azmeh states that "the Shariah is in the eyes of certain scholars a broader term not designating law per se, but 'designating good order, much like nomos" (qtd in Warde p.33). It acts as a guiding principle in all aspects of a Muslim's life "as defined in five fundamentals of human beings: life, mind or reason, religion, property, and posterity or future generations" (Kahf, p.1).

In addition to ensuring good order, social equity and human well-being are the major purpose of the Shariah. According to Mohammad Umar Chapra (n.d., p.25), human well-being "requires a balanced satisfaction of both the material and spiritual needs of human personality." As such, worshipping should go at par with the appropriate "individual and social behaviour in accordance with Shariah" in order to ensure the realization of the *maqasid-al Shariah* (goals of Shariah) […] two the most important of which are socio-economic justice and the well-being of all God's creatures" (ibid.).

3.3. Islamic economics: ethics and practice

3.3.1The moral framework

Based on this concept, Chapra (p.33) argues that "Islamic economics may be defined as that branch of knowledge which helps realize human well-being through an allocation and distribution of scarce resources that is in conformity with Islamic teachings without unduly curbing individual freedom or creating continued macroeconomic and ecological imbalances". Hence, Islamic economics is embedded in a moral framework and therefore Warde (p.63) refers to it as the "moral economy". The guiding principle is that of individual and social responsibility, placing "the major emphasis upon the dominant need of welfare maximisation for the total Islamic community' (Mills and Presley, p.5), in addition to " fairness and productivity, honesty in trade and fair competition (17:32; 26:181-3), the prohibition of hoarding wealth and worshiping it (104:2-4), and the protection of human beings from their

own folly and extravagance (Warde, ibid.).This ethical dimension is foregrounded today even in the discourse of non-Muslim critics of the excesses of free-market economy and relentless competition. At a theoretical level, a number of modern economic concepts derive from theories developed by prominent Islamic thinkers such as Ibn Khaldun (1332-1406), also a historian and sociologist, who wrote on "supply and demand, capital formation, trade cycles and the theory of value […] on the eve of the era of major dsicoveries, which was to be followed by the rise of capitalism and the industrial revolution" (Warde, p. 39)

3.3.2 Trade and money

At a more practical level, economic activities thrived within and beyond the birthplace of Islam long before it was revealed. Kahf and Khan (1992, p. 8) explain that "as trade was the main economic activity of the tribe of Quraish, a good deal of its caravans were financed by persons who did not accompany the caravans." The Prophet himself belonged to a family of traders and had engaged with Khadijah bint Khuwailed, who would become his wife, in a *mudaraba* partnership, whereby "he traded with her capital" (El-Gamal, p.121). The advent of Islam was not an obstacle to commercial activities. On the contrary, as de Courcelles (p.3) explains, seeking wealth is permitted, squandering and excesses are prohibited, and wealth should be wisely managed, while its hoarding is not favoured as it may reduce the wealth of the community for the sake of an individual. Warde (p.38) states that: "Islam from its inception explicitly legitimized private property, business enterprise and profit[4]. As long as the merchant fufills his religious duties he is rewarded spiritually as well as materially." In addition, trade was strategic to Islam as this religion entered in the Far-East and Africa through merchants. In turn, the expansion of Islamic conquests from the Arabic Penisula, into Europe and eastward to Central and Southeast Asia, and China, led to the significant development of trade. Such an expansion brought about the need to establish a system of governance in the islamicized territories, including trade regulation and taxation etc and hence led to "the creation of hisbah, an office in charge of supervising markets, providing municipal services and settling petty disputes." (ibid.).

The practice of trade implies the existence of a medium of exchange. Although barter prevailed during the era of the Prophet, its pratices were regulated according to Islamic rules. For instance, Hamid (2009, p. 68) explains that "two goods of the same kind cannot be exchanged except in those cases where the quantity was equal and the possession was transferred simultaneously."

[4] Qur'an 2: 198"It is no sin for you that you seek the bounty of your Lord".

While monetary transactions were favored, and *Zakat* was levied on monetary assets, money was considered "as a medium of exchange and a store of value but not as a commodity, since money by itself cannot perform any function" (ibid.). The central concept here is that money does not beget money, hence, "money is useful only when it is exchanged into a real asset or when it is used to buy service" (ibid.). As illustrated in the section on riba "Money" has always been a sensitive issue in many a religion, not only in Islam. De Courcelles (pp.2-3) explains that in Christian history, money was considered as a source of sin and suspicious (Matthews 6:22), and wealth and money were for a long time tabu although the Christian Church had signicant economic and financial power. Likewise, while trade was still favored after the advent of Islam, the financial practices that existed during that era were shunned because of the prevalence of riba (interest). The prohibition of *riba* is one of the major corenerstones of the Islamic financial system.

3.4 Islamic finance principles and instruments

3.4.1 Key principles

As it is the case with Islamic economics, financial principles are anchored in moral values. As Kahf (2010) puts it, financial transactions must be "morally-sound" and acceptable under the Shariah. Accordingly, *riba*, which will be discussed subsequently in detail, and speculative activities such as *gharar* (risk, speculation or uncertainty) and *maysir* (gambling) are prohibited. Financial contracts should be based on the Shariah, and the sanctity of contracts must be ensured by dealing with *halal* (permissible) practices and products and the avoidance of *haram* (illicit) activities (pork and alcohol production, prostitution). Another important principle is the payment of *zakat* (alms), a form of religious tax representing 2, 5 percent levied "on cash or in-kind wealth […] to assist the less fortunate and promote socio-economic solidarity" (Mumtaz, et al., 2015, p. 6). The importance of *zakat* is attested to by the fact it the fourth pillar of Islam, after the profession of faith in Allah and Mohammad His prophet, praying, fasting in Ramadan and before the pilgrimage to Mecca. Two other key principles are profit and loss sharing between the contracting parties and the need for the finance to be asset-based, i.e., it should rely on real economy.

3.4.2 Major Islamic financial instruments

Some instruments of modern Islamic finance, such as profit and loss in the forms of *mudaraba* and *musharaka* contracts, were already in use during the era of the Prophet Muhammad.

Mudaraba is a commenda partnership or finance trusteeship, also known as silent partnership, whereby the investor (*rabb-ul mal*) provides capital to the entrepreneur (*mudarib*) for a given operation against a pre-agreed share of profits. The financial losses are borne by the investor, while the entrepreneur loses his labour. *Musharaka* is a partnership in the form of joint venture between two parties sharing the capital for a project or business, and subsequently share profits based on an agreed ratio, and losses as per the contribution of each in the capital. There are other financial instruments representing differed sale contracts such as *bai muajjal* or *Bai murabaha* (sale at cost plus profit), *salam* (advance sale contracts), *ijarah* (lease financing); in addition to lending modes like *qard hasan* (benevolent loans), etc. The different contracts and financing modes were innovative and would, later on, inspire the West. As Warde (p.26) puts it: "Although banks did not exist [...], innovative financial instruments, many of which anticipate later conventional ones, were part of commercial life." The most recent instruments are the *sukuk* (Islamic bonds) also "a specific name for *ijarah* (lease) based securities" (Kahf, 2010, p.19), which have known an outstanding growth since they were launched in the 1990 in Malaysia. Today, with a market size of estimated at USD 1.2 trillion, corporations and governments in Muslim and non-Muslim countries issue *sukuk*, which have become a tool for resource mobilization.

3.5 Riba and the concept of an interest-free financial system

Although Islamic finance encompasses an array of products, instruments and sectors, the prevailing perception is that of an interest-free system in comparison to the conventional one. The prohibition of interest, mostly known by the term "*riba*", is one of the pillars of Islamic finance. I chose to highlight the issue of *riba* to illustrate the need for the interpreter to understand the historical, religious, cultural and ethical background of Islamic finance in order to better grasp its complex concepts and render them in the target language. Before examining the definitions of *riba* and the rationale of its prohibition, it is worth mentioning that the prohibition of interest is dealt by the three monotheist religions, although with some differences.

3.5.1 Judaic and Christian approaches to interest

In Judaism, it is clearly stated that interest on loan is forbidden : "You shall not charge your brother interest on a loan, either by deducting it in advance from the capital sum, or by adding it on repayment' (Leviticus 25:36). However, this injunction is restricted to Jews, since in Deuteronomy (20-21), it is clearly specified that: "You may charge a foreigner interest, but not

a brother Israelite, so that the Lord your God may bless you in everything you put your hand to in the land you are entering to possess". Hence Jewish money lenders did charge interest to Gentiles.

Although in the Bible there were no specific references to usury or interest, Mills and Presley (p.103-104) state that "the only explicit New Testament references to interest come in the parables of the talents and ten minas". By implication, these references describe interest 'as reaping what you have not sown'. Subsequently, the Church proscribed loan-interest "on the grounds of greed and uncharitableness", immoral and hence it was a sin, which led the Council of Vienna in 1317 to decide to excommunicate usurers and the rulers who sanctioned it (Mills and Presley, p.104).

However, with the development of commerce and financial transactions in the medieval era, money lending gradually developed, particularly in Italian cities, with lenders using ways to circumvent the prohibition of usury. With the economic transformations, theologians started to ease the proscription on lending with interest. For instance, John Calvin, conceded that usury was licit only when charged to the rich with a modest rate (Mills and Presley, ibid.). Some form of prohibition prevailed until the Vatican formally legitimized interest in1917.

3.5.2 Islam and the prohibition of *riba*

As illustrated in the section above, interest-ridden lending was long in practice before the advent of Islam and forbidden by both religions until a certain era. Similarly, it was "a deep rooted practice in pre-Islamic Arabia, especially among members of the tribes of Quraish and Thaqif and by the Jewish communities" (Kahf and Khan, p.8). Islam came with a clear-cut stance towards interest/usury. The Qur'an has explicitly prohibited *riba* in four references (2:275-80, 3:129-30, 4:161 and 30, 39). While it repeatedly proscribes profit from *riba*, it legitimates profit from commerce: "Allah has permitted trade and has prohibited interest" (2:275). Many hadiths more specifically explain the Qur'anic injunctions.

3.5.2.1 Definitions and types of riba

The term '*riba'* derives from the verb '*raba*' meaning "to increase", addition or growth. Some jurists define *riba* "as trading two goods of the same kind in different quantities, where the increase is not an appropriate compensation" (El-Gamal, p. 49), while others view it as "every increase not justified by return" (Ahmad, 44). Chapra explains that: "In the Shariah, *riba* technically refers to the 'premium' that must be paid by the borrower to the lender along with

the principal as a condition for the loan or the extension of its maturity" (Chapra, qtd in Hamid p.183). The debate about the significance of *riba* and the scope of the prohibition has been going on for centuries since the revelation of Islam. The complexity of contemporary economy and particularly financial transactions, chief among which the banking system, has just compounded the issue. Based on the consensual definition of *riba* as 'increase', Warde (p.58) sums up the different views by stating that: "It really refers to any unlawful gain derived from the quantitative inequality of countervalues. Interest or usury (i.e., reimbursing more than the principal advanced) would then be only one form of *riba*."

There are two types of *riba*, *riba al-nasia* and *riba- al fadl*. *Riba al-nasia* occurs in loan and debt transactions and refers to "the time that is allowed for the borrower to repay the loan in return for the addition or premium (Ahmad, p. 40). It was a common practice among Arabs in the Jahiliyah (pre-islamic) period. *Riba al-fadl* is produced in sales and exchange transactions and refers to "the increase in the counter value of an exchange commodity or delay the exchange of commodities in spot transactions" (ibid. p.45).

3.5.2.2 Rationale of the prohibition

The rationale behind the prohibition derives from different factors. Some scholars argue that the purpose is to eliminate the exploitative forms in transactions where the owner of the capital only gets positive return "without doing any work and sharing in the risk", as opposed to the entrepreneur who is burdened with "predetermined returns to the financer" (Khan, 2008, p. 22). Legally, "the exchange of money for money" with an increase is considered illicit as it involves inequality in the exchanged counter-values. On the ethical level, such practices of hoarding wealth, lead to unequal distribution of wealth, which is concentrated in the hand of a minority. Thus, according to the teachings of the Qur'an, "*Riba* deprives wealth of God's blessings; *riba* is equated to the wrongful appropriation of property belonging to others" Warde (p.58).

3.6 Overview of the Development of modern Islamic finance

3.6.1 From the early socially-oriented banks to the first pan-Islamic institutions

The beginnings of modern Islamic finance date back to the 1950's with the first interest-free banking system established in Pakistan. The Islamic bank provided finance to the poor through the deposits of rich landlords. However, the experience was not very successful. In 1963, another Islamic savings bank was established in Malaysia by the Muslim Pilgrims Savings

Corporation, which developed into the Pilgrims Management and Fund Board to become what is known today as Tabung Haji. The Board helps pilgrims save funds in order to perform Hajj in Mecca through Shariah-compliant investment of the savings. The success of this experience is said to have paved the way for the Bank Islam Malaysia Berhad (BIMB) which is now the chief commercial Islamic Bank in Malaysia" (Idris and Lawal, 2013, p. 52). Between 1963 and 1967, another attempt was made in Mit Ghamr, Egypt, with the establishment of a savings bank. Although the bank did not label its operations as Islamic, due to the persecution of Islamic fundamentalists during that period, it conducted interest-free profit and loss sharing transactions. In 1971, the same experiment was taken up by Nasser Social Bank that was created in Cairo by the government to promote a socially-oriented banking system. Again, as Warde (p.74) explains, "there was no direct reference to religion, but the bank's operations were based on *mudaraba* (profit and loss sharing) and the collection and distribution of *zakah* (almsgiving)."

In the midst of global the political and economic turmoil of the mid-seventies, marked by the rise of oil prices, Muslim countries established pan-Islamic political and financial institutions, the most prominent of which are the Organization of the Islamic Conference and its development financing institution, the Islamic Development Bank (IDB). The IDB was created, upon a resolution adopted during the OIC summit in Jeddah in 1974 with the aim of promoting the socio-economic development of Muslim countries and Muslim communities in non-member countries, as well as the development of the Islamic financial services industry. With 57 member countries, the IDB has a capital of USD 150 billion and is rated AAA by the renowned international rating agencies Standard & Poors, Moody's and Fitch Ratings. I will provide more information on the IDB – which is the institutional context under study - in a subsequent section.

3.6.2 The emergence of modern Islamic financing industry

More modern Islamic financial institutions were to follow to cater to the growing base of Muslim countries and Muslim immigrants who seek Shariah-compliant Islamic products and services. Among such institutions, there are the Dubai Islamic Bank (1975), Faisal Islamic Bank (1977) in Egypt, the Kuwait Finance House (1977), the Islamic Bank of Sudan (1977), the Jordan Islamic Bank for Investment and Finance (1978), the Bahrain Islamic Bank (1978), the Islamic Finance House in Luxembourg (1978) (Warde, p.75). Several Islamic Banks will be created in the Middle East, Asia, Africa and Europe. Major Western multinational banks

(Citibank, HSBC, Barclays, Merrill Lynch, etc.) will open windows for Islamic financial services in the near future (Idris and Lawal, ibid. p.53). In addition, there are three Islamic holding banks (the Islamic Banking System International, Bait Al Mal Al Islami Trust, Dallah Al Baraka Group, etc.) in addition to investment institutions like the Islamic Investment company in Nassau, the Shariah investment Services in Geneva (1980), etc., (Warde, ibid.). This swift progress coupled with the emergence of more Shariah-compliant business and industries (e.g. halal food, mutual funds, Takaful insurance), prompted Dow Jones to create in 1999 the Dow Jones Islamic Market Index (DJIM) of 600 companies (Warde, p.142). In the wake of the 2008 financial crisis, Islamic financial institutions were brought to the fore, as they suffered lesser losses than the conventional ones, and hence the development of the appetite for their products and services.

Today Islamic finance is a rapidly growing segment of global finance, with a presence in more than 70 countries, with assets valued at more than USD 200 billion expected to reach 6.3 trillion by 2020. Along the 600 Islamic financial institutions, there are around 680 mutual funds, and the Islamic Dow Jones Index is worth USD 10 trillion, while products such as *Sukuk* are gaining ground on financial markets and it is growingly attracting Muslim and non-Muslim countries and financial spheres because of its huge potential (Islamic Research and Training Institute, 2013).

3.6.3 Regulatory Institutions

It is worth mentioning that while some countries adopted an Islamic banking system, other countries established Islamic banks and conventional banks. With a rapidly growing market, and the establishment of more Islamic banks, funds, and institutions, came the need to monitor the compliance of their operations with the Islamic spirit. Hence, many banks and investment institutions have Shariah boards that composed of religious scholars, legal and economics experts to decide on the liceity of their operations. Their importance is evidenced by the fact that they are "a prerequisite for admission into the International Association of Islamic Banks (IASB)." Besides the IASB, there are also higher bodies such the Islamic Financial Services Board (IFSB), and Shariah boards at national levels. When Shariah board members do not reach consensus over some matters, they may refer them to the relevant national Shariah or *fatwa* (religious edict) bodies (El-Gamal, p.8). It is worth noting that there is not uniformity across all boards, as interpretations and applications may differ from one board to another, although they all derive their decisions and judgement from the primary sources. Shariah boards act as a

reference, provide guidance, issue fatwas where possible, and certify Islamic products. Shariah scholars meet in conferences, workshops symposia for the exchange of views but also for collective research, or as Warde (p.229) puts it "group Ijtihad", to reach consensus on a variety of contemporary and thorny issues, and standardize their decisions.

There are also a number of *fiqh* (jurisprudence) academies at national and supranational levels, the most renowned of which is the Islamic Fiqh Academy, in Jeddah, Saudi Arabia, established by the OIC. The Fiqh Academy plays a major by holding debates on Shariah-related matters, taking decisions at a majority vote, issuing fatwas and acting as a reference for Shariah boards. Islamic financial institutions have their products and services certified by these bodies and also standardized by institutions such as the Accounting and Auditing Organization for Islamic Financial Institutions (AAOIFI). The International Financial Reporting Standards (IFRS) are used where the accounting and auditing matters are not covered by the AAOFI's standards,.

The development of the Islamic financial industry relies on the existence of these regulatory bodies, but its mainstreaming requires a better understanding of its concepts in comparison to its conventional counterpart. Accordingly, Islamic finance has become an integral part of the curricula of specialized academic institutions, training is provided to different stakeholders, related publications are translated in many languages, and conferences, symposiums and workshops organized to bring together experts and business people interested in this field. It is within this context that translators and interpreters play a key role as cultural and knowledge mediators.

3.7 Translating and interpreting Islamic finance texts

With the emergence of modern Islamic finance in the 1970s amidst the development of new economic concepts and financial instruments, Islamic research institutions were established, and writings about Islamic finance have flourished. The globalization of this new industry along the conventional one called for mainstreaming its concepts to render them more accessible to Muslims and non-Muslims alike. In this regard, the Islamic Development Bank plays a major in the promotion and development of Islamic finance, through its financing and products, but also its linguistic services.

3.7.1 The institutional context: the Islamic Development Bank

The Islamic Development Bank (IDB) started its activities in 1975 with a mandate "to foster economic development and social progress of member countries and Muslim communities in accordance with the principles of *Shariah* (Islamic law)" (IDB). The Mission of the Islamic Development Bank is "to promote comprehensive human development, with a focus on the priority areas of alleviating poverty, improving health, promoting education, improving governance and prospering the people" (IDB). The Islamic Development Bank has evolved from a single entity at its inception into a Group including: the Islamic Development Bank itself, which extends financing to different social sectors in it its member countries (health, education, agriculture, infrastructures, etc.), the Islamic Training and Research Institute (IRTI), the Islamic Corporation for the Insurance of Investment and Export Credit (ICIEC), the Islamic Corporation for the Development of the Private Sector (ICD) and the International Islamic Trade Financing Corporation Trade (ITFC).

Apart from contributing to the development of its member countries through financing projects in diverse sectors, the Islamic Development Bank plays a critical role in pioneering the expansion of the Islamic financial industry. In this context, the Bank helps in the establishment of Islamic financial institutions across its member countries by providing advisory, technical assistance and capacity building services, equity investments, and networks with other Islamic institutions for the promotion of this sector. Moreover, it applies Shariah principles in its operations, by dealing only in permissible activities, and modes of financing such as *mudaraba*, *murabaha*, *istisna'a, and qard*. The Bank has also issued *Sukuk* in capital markets to mobilize resources for its operations. The IDB's activities are supervised by a Shariah Board. The Bank is supported in its initiatives towards the development of the industry by the other Group entities, a department dedicated to Islamic financial services, and by the Islamic Research and Training Institute (IRTI), which plays a major role.

3.7.1.1 The Islamic Research and Training Institution (IRTI)

In 1981, the Islamic Development Bank established the Islamic Research and Training Institute (IRTI), to conduct research and disseminate knowledge in Islamic economics and finance. Its mission is "to inspire and deliver cutting edge research, capacity building, advisory and information services in the area of Islamic economics and finance". In this regard, the Institute has built partnerships with multilateral and Islamic financial institutions, including central banks, institutions of higher education and other stakeholders in the industry. It has established

solid cooperation with the major Islamic financial institutions: the Islamic Financial Services Board (IFSB), the International Islamic Financial Market (IIFM); and the General Council of Islamic Banks and Financial Institutions (CIBAFI). The IRTI provides advisory services to member and non-member countries in relation of Islamic finance and Shariah-related matters. It contributes to human capital development by providing training in Islamic banking and finance, and private sector development, to the Islamic Development Bank staff and interested member countries. The Institute organizes different events such as lectures by Islamic scholars, conferences, workshops, and webinars on subjects of interest. The Institute organizes a global forum during the annual meeting of the Islamic Development Bank Group, and awards on this occasion a prize in Islamic economics, banking and finance to persons who made major contributions to these fields. Moreover, the Institute offers scholarships, research grants and fellowships and has a visiting scholar programme. It also has numerous publications on Islamic economics and finance, including books, articles, working and policy papers, brochures and other materials translated from and into Arabic, English and French, in addition to its journal "Islamic Economic Studies" and research papers in the three languages.

3.7.1.2 Translation and Interpretation services

As a multilateral Islamic institution, the Islamic Development Bank and its institutions (IRTI, ICIEC, ICD, and ITFC) rely on linguistic services to make their products and services accessible to member and non-member countries. Hence, at its inception, the Islamic Development Bank had established a language division responsible for the translation of working documents and providing interpretation during the meetings of the different boards and committees, in additional to lectures and conferences, and its annual meeting. The Language Division, where I currently work, uses the services of in-house and freelance translators and interpreters. Unlike the practice in some international institutions, almost all in-house interpreters are also translators. This institutional requirement may be explained by the fact that translation accounts for more than 60 percent of the workload. Although the processes of both activities require different capacities, the translation of documents is helpful to us as interpreters, for it gives us a background on the content and on the terminology of a given topic, and thus it prepares us for their interpreting assignments.

3.7.1.3 Interpreting Islamic finance texts: norms and challenges

This kind of preparation is essential when interpreting lectures on Islamic economics and finance. Sometimes the source texts may be sent for translation before the event and thus the

translator/interpreter can work on dense concepts and terminology. More often than not the texts are available shortly before the meeting and therefore the interpreter has very little time to get acquainted with the topic and skim through the terminology. Other times the documents are not accessible, and hence the interpreter has to rely on prior knowledge or conduct research on the topic.

Translating and interpreting finance texts are challenging due to their religious source, technical concepts and specialized jargon. There are issues related to the institutional context of interpreting. There are no specific norms for interpreting in this context, except for professional competence and good command of the working language. Such requirements are stipulated in the job description but not codified in a specific document. Translators and interpreters are expected to provide quality documents and performance, no matter the nature of the topic or text, i.e. general or financial, Islamic or other. The norms are therefore more implicit than explicit. On the other hand, the Islamic Development Bank, is a development financing institution that provides different kinds of services and financing to its member countries as per the principles of Shariah. Its modes of financings are those previously discussed. Some institutional norms are laid by actual practice. For instance, the modes of financing are used in their original Arabic form (*mudaraba*, *murabaha*, *istisna'a*, *sukuk*). Although in-house glossaries in Arabic, English and French provide the definitions of all financial terms used by the institution, the terms are kept as such and are not translated. The translator/interpreter abides by the same norm, i.e. he/she transliterates the terms. Such practice is facilitated by the fact that the terms are known to all institutional stakeholders, who also benefit from training in Islamic finance concepts and instruments, and are standardized among Islamic financial institutions.

However, the interpreter may be faced with a dilemma when the audience is not familiar with the concepts or terms used by the speaker. He/she may resort to different strategies such as explaining the concepts, using periphrases or literal translation, or hybridizing Islamic concepts with other ones from the target language. The task may be relatively easy when the terms are used within the discussion of regular institutional operations. The difficulty lies more in highly technical or dense topics. It is the case with scholarly lectures or events on Islamic finance, meetings of the Shariah Board of the Islamic Development Bank, where specialized terminology is used, and more often than not, there are quotes from the Qur'an and Hadiths or implicit references the interpreter needs to be familiar with. Moreover, the speaker may read rapidly or use extratextual references or digress, and then the interpreter has to fall back on a strategy to keep the cohesion and fluidity of the target text. Such constraints are likely to happen

in other interpreting events, but that they impose more stress on the interpreter when the topic is highly technical and laden with religious based concepts and terminology.

3.8 Conclusion

This chapter provided the sources, definitions and the historical background of Islamic finance and an overview of its development. It gave an insight of the underlying religious concepts and moral framework in order to better grasp the expectations from interpreters working in this field. The Islamic Development Bank was used as an example to discuss the specifics of interpreting Islamic finance in institutional context. The difficulty of interpreting Islamic finance concepts in different institutional events was also highlighted.

Chapter 4: Methodology

4.1 Introduction

This chapter discusses the research methodology followed in this study, including the theoretical framework, the different types of data relevant to the study, the procedures for collecting data and the tool used to analyse data.

In the following section, I present the theoretical framework of the study and its relevance to the research.

4.2 Theoretical framework

This section examined the three theoretical areas identified for this study, and mainly the triptych of norms, cognitive constraints and strategies. Based on the literature review, it is clear that there is a correlation between norms and cognitive constraints, and the ensuing need to adopt strategies to overcome such constraints. This study focused on the issue of norms pertaining to interpreting Islamic finance, and the norms thereof in an institutional context. Hence, norms of interpreting Islamic finance concepts were examined against the norms developed by Toury (1995) and Chesterman (1993). The research attempted to identify the potential preliminary, initial and operational norms (Toury, 1995) and professional norms (Chesterman, 1993) applied in the interpreting process. The institutional norms were discussed by examining the characteristics of interpreting in such settings using the approaches of Shlesinger (1999), Diriker (2004), and Koskinen (2008). The difficulties stemming from potential norms and the interpreting process were analysed through Daniel Gile's (1995; 1997; 2008) concept of cognitive constraints, with a focus on the effort model and the tightrope hypothesis. The strategies used to deal with the different types of constraints were examined based on Kohn and Kalina's (1996) theory on strategies.

4.3 Research design

The study was conducted in the Islamic Development Bank, which is a multilateral development bank whose operations are based on Islamic principles. Three research instruments were used to collect and analyse data: interviews, interpreting recordings, which were transcribed, and a questionnaire.

In order to analyse the interpreters' practice, it was necessary to examine the explicit or implicit expectancy norms of interpreting existing in this institution through semi-structured interviews with institutional stakeholders such as Islamic scholars. Practitioners at the Islamic Research and Training Institute (IRTI) were mainly selected for the said interviews, given the fact that the Institute organizes Islamic finance events and provides training in this field. The Institute also produces publications translated in different languages and frequently uses interpreting services for lectures or events related to Islamic finance. Two experts consented to participate in the interviews.

As part of the study, data was collected through recording the simultaneous interpreting of two extracts of an actual recording of highly technical Islamic finance texts (complexity is determined in accordance with the Flesch Reading Ease Score in Word) read at normal speed, in a simulated interpreting context. The researcher initially considered using authentic recordings interpreted live, since authentic recordings can bear contextualized factors that may have influence on the interpreting process, whereas an experimental setup may lack important situational elements that are relevant to the research. However, since it was not possible to obtain recordings of live interpreting, the researcher opted for using authentic source texts interpreted in a simulated situation.

Three professional interpreters were identified for the recording sessions. In selecting the interpreters the researcher saw to having participants with different experience, educational and professional backgrounds. The number of available interpreters being limited, the researcher selected two out of three in-house interpreters working from Arabic into English and one freelance interpreter who is regularly hired to support the in-house team. They were contacted individually to explain to them the purpose and procedures of the research. All the interpreters consented to participate in the study.

During the interpreting session, interpreters had to interpret the first extract without preparation and the second after preparing it. It is worth mentioning that Interpreter C translated several months earlier the book from which the prepared text was selected. The purpose of the research was to actually assess the performance of interpreters when they receive the text shortly, long enough or not all before the interpreting event. The topics are developed in section 5.2.3. Through this exercise, the researcher attempted to map the difficulties encountered, measure the degree of saturation experienced by the interpreters, and assess how they handled the chunks

before and after the technical terms or concepts. The findings will be discussed in a further section.

The interpreters subsequently filled in a questionnaire to provide background information. They also explained their general perception of interpreting Islamic finance concepts and of the norms that should govern interpretation in this field, and gave their feedback on the source text, the different cognitive constraints encountered and their rendition. A copy of the questionnaire is attached as Appendix A.

Thereafter, a semi-structured interview (Hale & Napier, 2013) was conducted with each interpreter to allow interpreters to elaborate more on the opinions provided in the questionnaire. This type of interview allowed the interpreters to expand on their different experiences and actual practice, and the researcher to elaborate on any points that required clarification, including the identification of expectancy norms, the cognitive constraints and the strategies used.

4.4 Procedure for transcription and analysis

4.4.1 Transcription tool

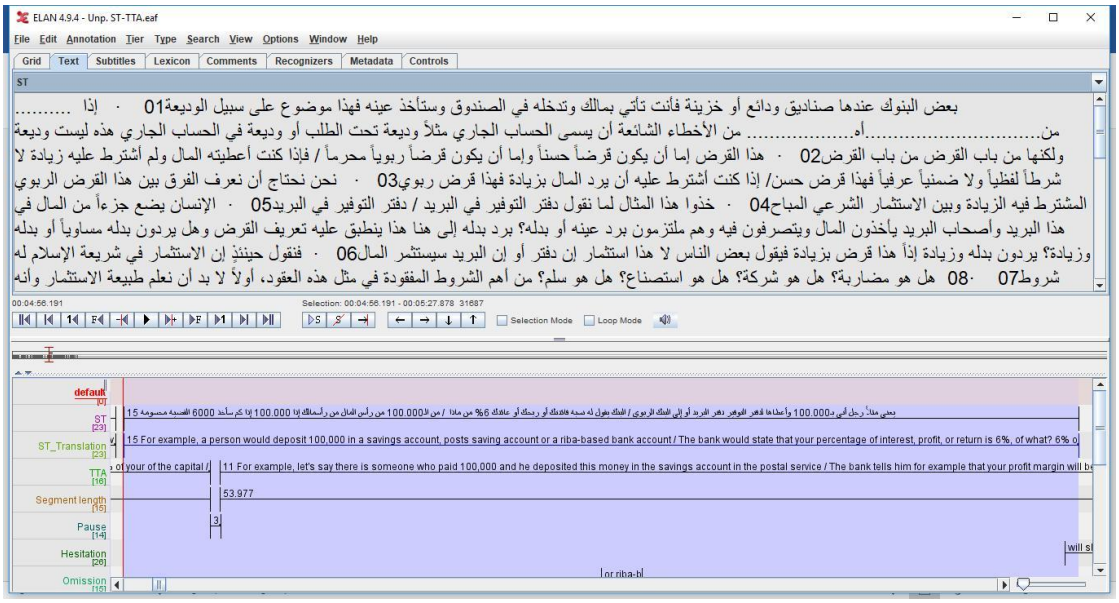
Transcription has become an important tool used in interpreting studies' research. It is contributing to corpus-based studies through actual or experimental recordings. This research involves recording of the interpretation of highly technical Islamic finance texts. In this study, the multimodal tool, ELAN, was used for the transcription and analysis of all collected data, including extracts from recordings, which exemplify problematic Islamic concepts. The researcher then transcribed the source and target texts, and provided a back translation of the source texts. Transcription of the interpreted recording assisted in pointing out different aspects relevant to the interpreting process and expectancy norms. After the recording session, the researcher transcribed excerpts from the source text and target text recordings using the software ELAN. The duration of the selected excerpts from the unprepared and prepared texts was of 8m50s and 10m 21s - respectively.

The researcher resorted to orthographic transcription to represent the oral language as accurately as possible, including hesitations, repetitions, and pauses. The transcribed texts were segmented using slash marks and full stops according to the different chunks and delivery pace of the speaker and the interpreter. The Arabic transcription was back translated into English for the purpose of comparison with the interpreters'output. It is important to emphasise that for

the back translation of the prepared text, and in order to keep as accurately as possible to the original text, the researcher used the corresponding excerpts in the English translation of the book "Partnership-related Fatwas"[5] by Dr. Rahal Ismail Baladel and adjusted them to the source text's recording (cf. footnote 6 of the transcript p.141). ELAN allowed to juxtapose the transcription of the source text, its translation and the transcription of the target text as shown in the screenshot below. The interpreter limited the analysis to audio recordings and did not use video recordings of the interpreters due to the lack of the necessary equipment for each booth, all the recordings taking place at the same time.

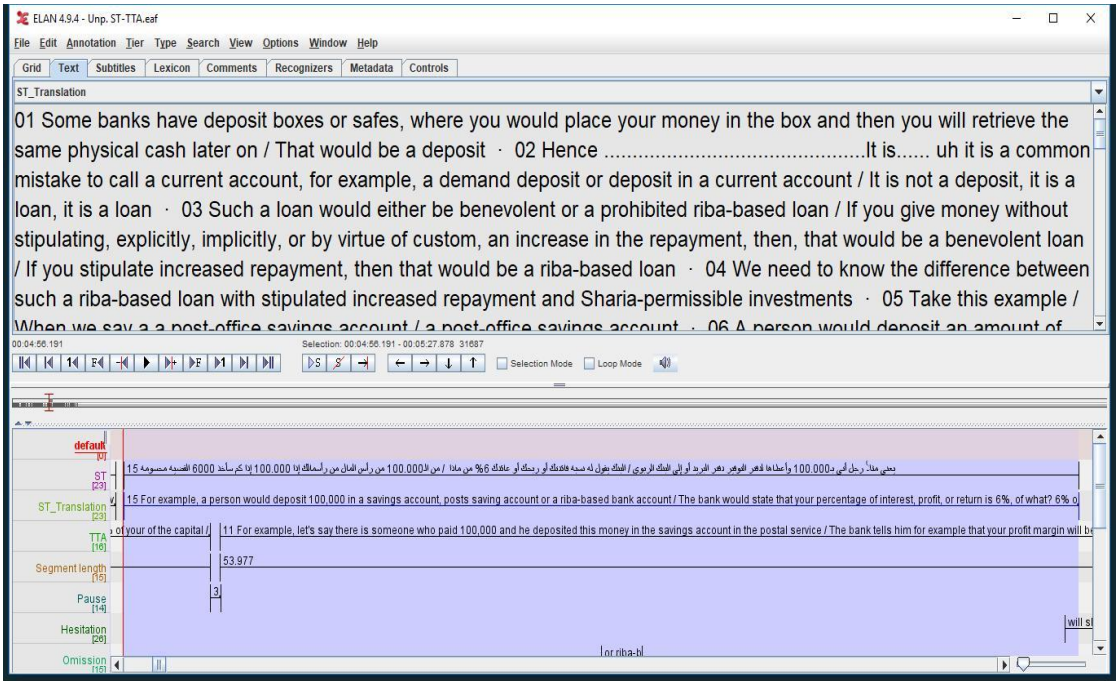
The following three images show in the top of each page the full texts of the source text (ST) transcription, the source text translation and the transcription of the target text rendered by Interpreter. The part below shows the different tiers including the source text and its translation and the target text in a segmented and time-based form. The other tiers will be explained in more detail in the following section.

A. Source text (unprepared)

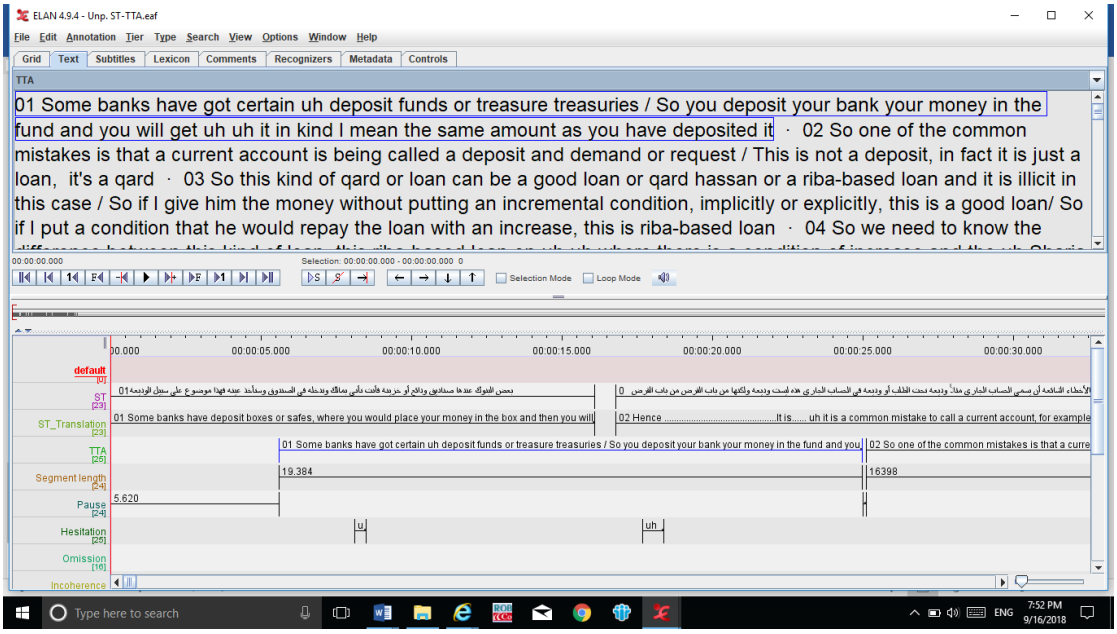


[5] The Arabic book " فتاوى المشاركات" was published by the Islamic research and Training Institute in 2016.

B. Source text translation



C. Target text/ Interpreter A



The transcribed text allowed not only the comparison of the ST and its back translation with the target text rendered by one interpreter, but also with the interpretation of the other interpreters.

Excerpts from the unprepared and prepared texts were subsequently selected for analysis on the basis of the transcriptions and the different tiers set by the researcher.

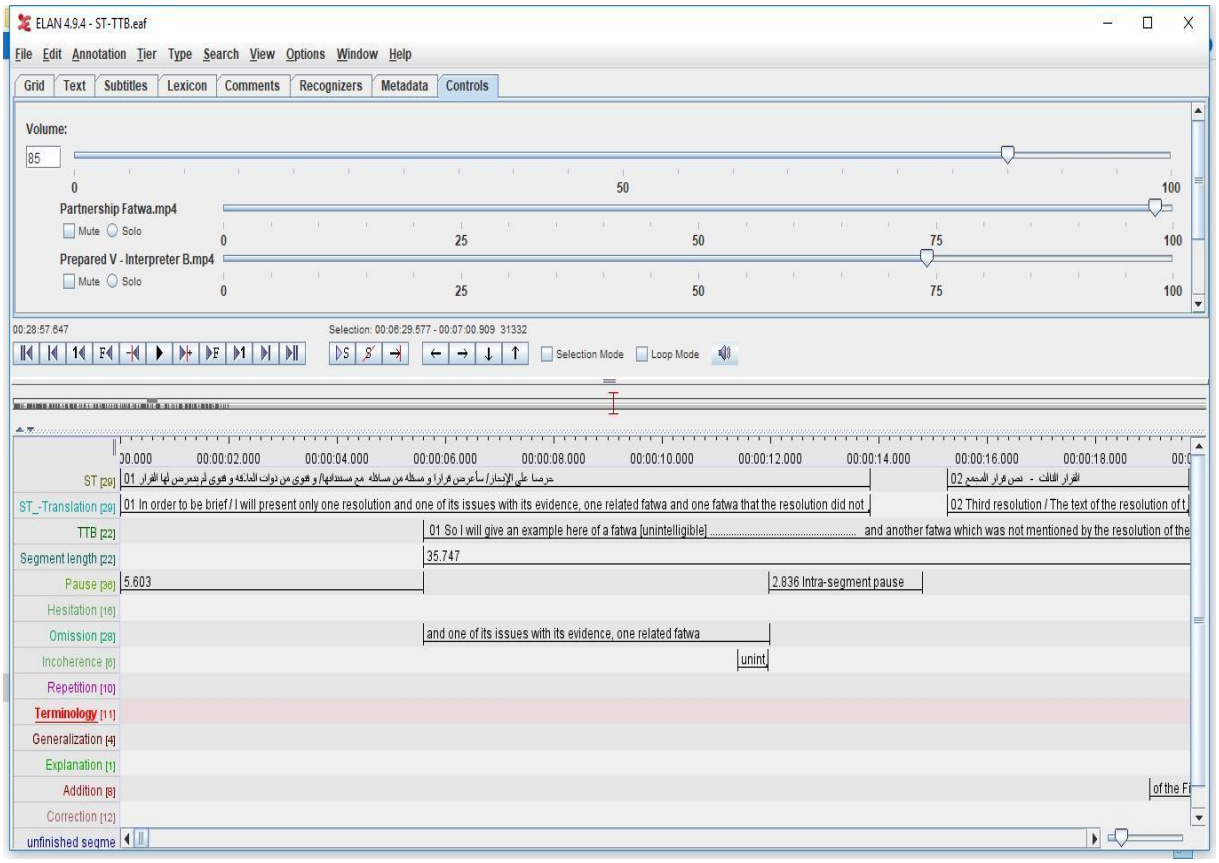
This is also reflected in the transcription mode below with the different tiers used to assess performance.

4.4.2 Tiers and annotations

ELAN is an appropriate tool for the analysis of discourse, since it is possible for the video and audio files and the transcript to be aligned according to a time code, which makes it possible to incorporate the time-based constraints of simultaneous interpreting into an analysis with the creation of different tiers of analysis. Different tiers were created to identify pauses, strategies used by the interpreters, such as generalization, transliteration or omission, in addition to observing the time-lag between source and target texts.

4.4.2.1 Tiers and annotations

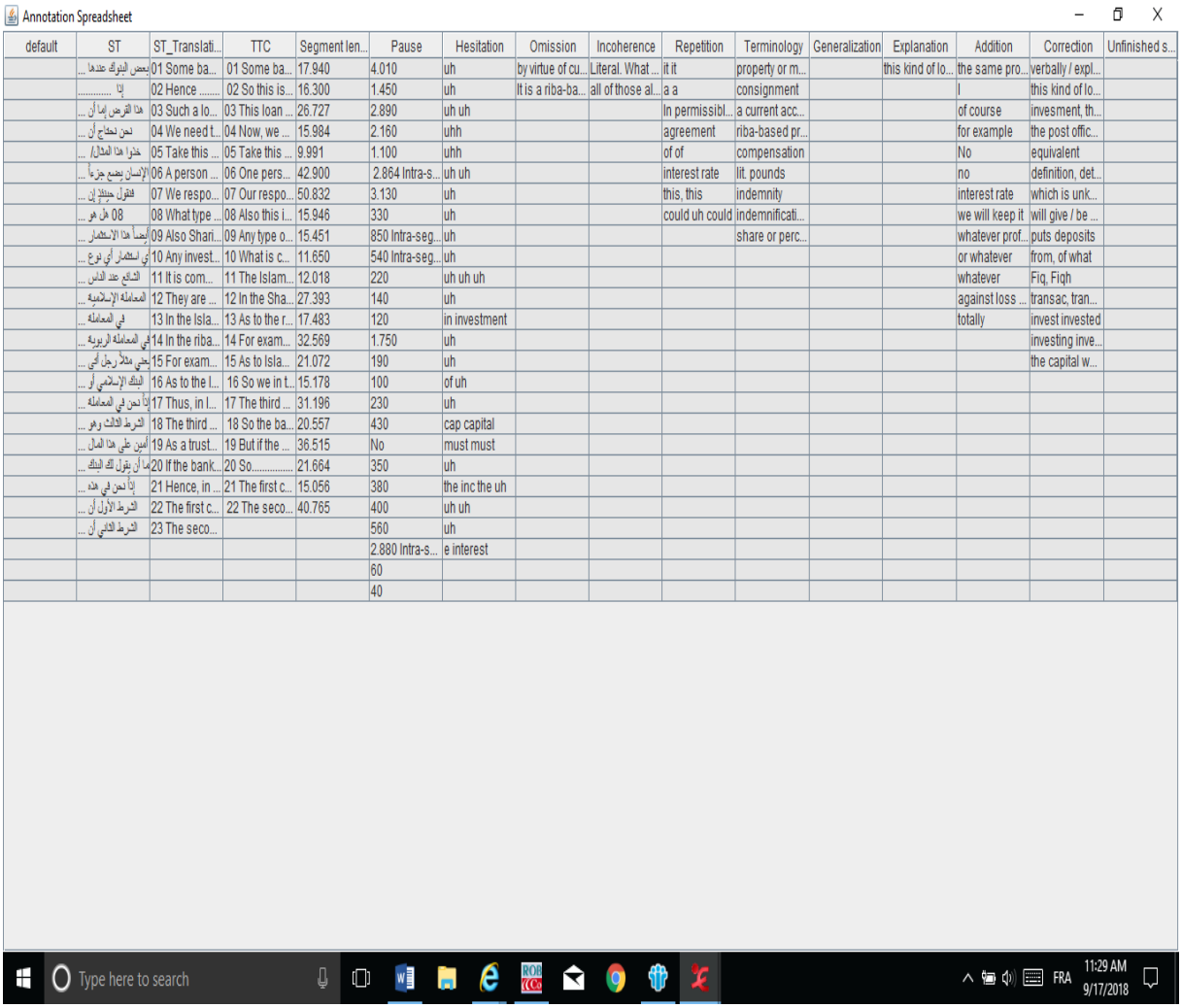
The analysis of the recordings is also facilitated by the tiers created by the researcher to identify the different types of constraints and used strategies. The image below shows the different tiers in different colours for the source text and its translation, the target text and its length, in addition to several tiers to mark pause, hesitation, omission, incoherence, repetition, terminology, generalization, explanation, addition correction, and unfinished segments. The corresponding segments are shown in the centre with the annotations, and the source and target texts videos were detached for the sake of space as in the example below reflecting the prepared text interpreted by Interpreter B.



The margin on the left side shows all the above mentioned tiers used by the researcher, in addition to the source text and its back translation, and the target text. In the middle, there are different segments based on the occurrence of an utterance or criteria during the delivery. For instance, below the target text tier, the segment length indicates its duration, followed vertically by the omitted chunk, incoherent and unfinished statement. The segments are filled in with annotations that are either transcriptions, chunks, figures or notes.

4.4.2.2 Annotation spreadsheet

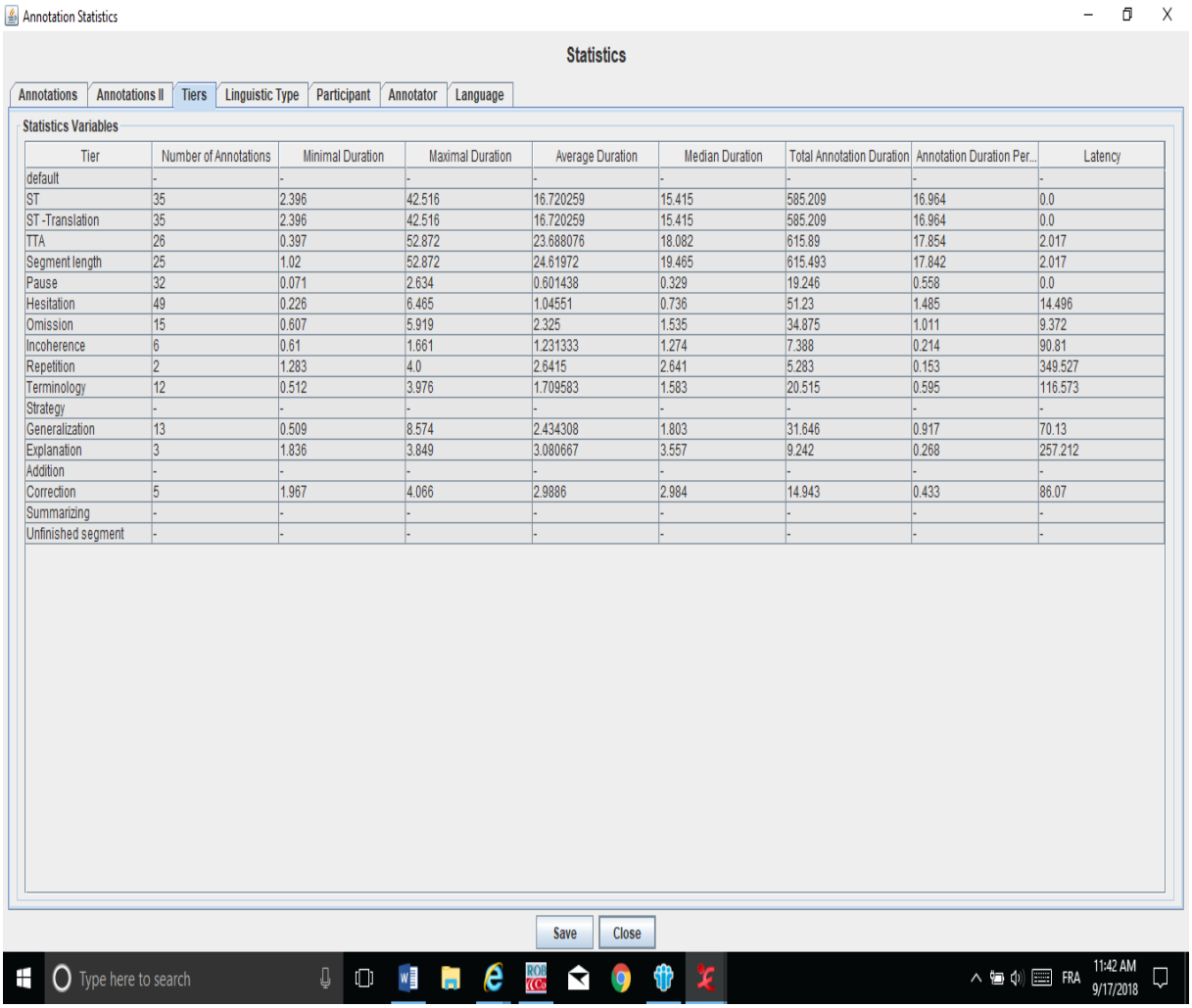
The annotations were also been captured in a spreadsheet as in the example of the unprepared text interpreted by Interpreter C.



The columns represent the different tiers with their annotations, which allow to have a visual and tangible perception of different issues occurring during the interpreting process. Each column corresponds to a segment with different criteria or comments. Thus, the annotation spreadsheet shows clearly in which segment the constraint markers appear (hesitation, pause terminology issues, and omissions) and where the strategies of transliteration, explanation, addition or generalization are used.

4.4.2.3 Annotation statistics

The annotation statistics captures the data in the different tiers translated in to figures and time duration.



Tier	Number of Annotations	Minimal Duration	Maximal Duration	Average Duration	Median Duration	Total Annotation Duration	Annotation Duration Per...	Latency
default	-	-	-	-	-	-	-	-
ST	35	2.396	42.516	16.720259	15.415	585.209	16.964	0.0
ST -Translation	35	2.396	42.516	16.720259	15.415	585.209	16.964	0.0
TTA	26	0.397	52.872	23.688076	18.082	615.89	17.854	2.017
Segment length	25	1.02	52.872	24.61972	19.465	615.493	17.842	2.017
Pause	32	0.071	2.634	0.601438	0.329	19.246	0.558	0.0
Hesitation	49	0.226	6.465	1.04551	0.736	51.23	1.485	14.496
Omission	15	0.607	5.919	2.325	1.535	34.875	1.011	9.372
Incoherence	6	0.61	1.661	1.231333	1.274	7.388	0.214	90.81
Repetition	2	1.283	4.0	2.6415	2.641	5.283	0.153	349.527
Terminology	12	0.512	3.976	1.709583	1.583	20.515	0.595	116.573
Strategy	-	-	-	-	-	-	-	-
Generalization	13	0.509	8.574	2.434308	1.803	31.646	0.917	70.13
Explanation	3	1.836	3.849	3.080667	3.557	9.242	0.268	257.212
Addition	-	-	-	-	-	-	-	-
Correction	5	1.967	4.066	2.9886	2.984	14.943	0.433	86.07
Summarizing	-	-	-	-	-	-	-	-
Unfinished segment	-	-	-	-	-	-	-	-

The researcher chose the statistics under the tier tab that shows the number of annotations for each tier with their minimal, maximal, average, median and total duration. However, the researcher focused on the occurrence of the annotations that reflect constraints or strategies, for the purposes of closer analysis in this study.

4.4.3 Procedure for data analysis

The data collected in the questionnaire and interviews are examined against the actual recordings. The transcribed recordings are analysed through the different tiers to point out the difficulties, but also to find out whether the perceived constraints materialized during the interpreting process. The importance of the level of expertise in interpreting and Islamic finance is analysed through the collected data. The purpose of the analysis is not to elicit errors or underperformance but rather to evaluate the different elements of the research and draw the relevant conclusions.

4.5 Ethical considerations

The researcher provided information to the participants regarding the purpose and procedures of the study. The participants have signed the consent forms (Appendices B and C) for the audio-recorded interviews, interpreting sessions and questionnaire relevant documents. The anonymity of the parties is ensured by referring to the participants as “Expert A” and “Interpreter A”. The consent forms are attached for the reader’s information.

4.6 Conclusion

This chapter has presented the theoretical framework and the methodology used to collect data for the research. Information was provided on the participants, type of data collected, research instruments and analysis procedures as well as the ethical considerations.

Chapter 5: Analysis and findings

5.1 Introduction

In order to better understand the norms of interpreting Islamic finance in institutional contexts, the researcher had to investigate the actual practice of interpreters in such institutions. Data was collected by recording interpreters interpreting Islamic finance lectures, and interviews were done with Islamic finance experts to view their perceptions of interpreting and expectations from interpreters. The interpreters filled in a questionnaire and were interviewed to explore their perceptions of this kind of topic and to compare these perceptions with their actual practice. This chapter analyses the transcribed data and the different perspectives of the interviewees as to expectancy norms and different aspects inherent in the interpreting process.

5.2 Analysis of collected data

5.2.1 Setting and procedures

The permission to use Islamic Development Bank facilities for the research was granted by the Vice-President in charge of Corporate services on May 9, 2016. The experimental sessions were conducted on July 5, 2017, in a meeting room in the headquarters of the Islamic Development Bank. The three participating interpreters were placed each in a booth equipped with screens. The video recordings were played on the screens and a technician coordinated the recording arrangements. There were two recording sessions: the first one with an unprepared text and the second with a prepared text provided beforehand. The first session lasted on average 18 minutes and the second one 17 minutes. It is worth mentioning that the three interpreters interpreted the same unprepared and prepared texts, and that the topics of the two texts were different. At the end of the sessions, the technician compiled the recordings into three CDs, one for each interpreter.

5.2.2 Participants' profile

Two Islamic finance scholars from the Islamic Research and Training Institute (IRTI) were interviewed. Expert A holds a managerial position and has an extensive experience in Islamic finance in Asian countries, and advocates literacy in Islamic finance by promoting exchange with other institutions and developing training through MOOCs and other means. Expert B works at a more scholarly level on Islamic works and supervises their translation, in addition to

inviting Islamic lecturers. The interview of in-house experts aimed at shedding light on Islamic finance from an institutional perspective. In addition, the Islamic Research and Training Institute is the organizer of the interpreting events related to Islamic Finance and, therefore, it is important to understand their perception of interpreting issues, including the linguistic problems and needed expertise.

The interpreters provided information on their educational and professional backgrounds in the questionnaire and interviews that followed the recording sessions. In selecting the interpreters, the researcher saw to having participants with different experience, educational and professional backgrounds. The profiles of the interpreters were as follows:

- Interpreter A is 57 years old, has a Master's degree in Translation and many years' professional experience as a freelance interpreter. He has no formal degree in interpreting, but took courses on the subject under the Master's programme, and became a full-fledged interpreter over the years with practice. He has worked for the Islamic Development Bank as a freelance interpreter for seven years on a regular basis, and he is thus familiar with the jargon of the institution. He has a first-hand exposure to Islamic financing topics, due to the Islamic nature of his country, which has adopted Islamic principles and applies them to financial, social and many other areas. He is an AIIC member, and his working languages are Arabic (A), English (A) and French (B).
- Interpreter B is 46 years old and he holds a Master's degree in Translation and has followed training courses in interpreting. He has been working in the Islamic Development Bank as an in-house translator/interpreter for eight years. He had no previous exposure to Islamic finance until he came to the Bank where he had basic training in this field. He has also built his knowledge in this field through reading and translating Islamic finance texts. His working languages are English (A), Arabic (B) and French (C).
- Interpreter C is 52 years old and holds a degree in Engineering, Islamic Studies and Translation, but he has no formal training interpreting. He worked in the field of translation and interpreting for many years. He has been working at the Islamic Development Bank for three years. He had previous exposure to Islamic finance through his studies and the translation of works related to this field, before joining the Islamic Development Bank. He is an AIIC member, and his working languages are English (A) and Arabic (B).

The profiles show the heterogeneous backgrounds of the interpreters. It is worth noting that all three interpreters do not have a degree in interpreting but had trained either as part of a degree in translation, short courses or practice. Only Interpreter C has a formal education in Islamic finance, while Interpreter A has acquired an empirical knowledge in the field thanks to the Islamic system adopted by his country, and Interpreter B became acquainted with Islamic finance as part of his training and assignments in the institution. Hence, there is a disparate degree of exposure, training and experience both in interpreting and in Islamic finance.

5.2.3 Topics and speakers

The selected excerpts contained financial concepts expressed in classical Arabic, and quotes from the Qur'an and scholarly works. The unprepared recording dealt with *riba* under the topic of "Contemporary financial transactions" in a lecture given by the Islamic scholar Dr Mohamed Mahmoud Al Khodeir. The concept of *riba* is analysed through scholarly references and made more accessible by using examples of modern transactions with banks or post offices. The speaker spoke directly to the audience and interacted with them.

The selected excerpt from the prepared text recording dealt with the Islamic Fiqh Academy's rulings on partnerships within a presentation on the book "Partnership-related Fatwas" by the author Dr Rahal Ismail Baladel, an Islamic scholar from the Islamic Research and Training Institute. The author presented the outline of the book on PowerPoint, with excerpts and examples selected from the book, and responded subsequently to the questions of the audience. A full version of the prepared text was provided to interpreters a day before the recording session. It should be recalled that Interpreter C translated the entire book from which the text is selected.

Both topics are dense with complex and specialized Islamic finance jargon, with quotes from the Qur'an, Islamic scholars' works or statements.

5.2.4. The questionnaire

After the interpreting sessions, the interpreters filled in the questionnaire (attached as Appendix A). Questions 1 to 9 dealt with personal data, profession, educational background (in translation, interpreting and Islamic finance), years of interpreting experience and working with the Islamic Development Bank, and types of assignments covered at the institution. The answers provided were further completed by the interviews summarized in section 5.2.2.

Questions 10 to 15 dealt with interpreting Islamic finance texts and the interpreting sessions proper. Regarding the interpreters' perception on interpreting Islamic finance texts in general, all three interpreters concur on the density of the subject matter. Interpreter A finds it "quite complex"; Interpreter B thinks "it is very demanding and needs deliberate preparation", and Interpreter C deems it" quite sophisticated", requiring "solid groundwork and vocabulary." As to explicit or implicit institutional norms for interpreting Islamic finance topics, they all agree that there are no specific instructions or "definite structure". Interpreter C simply answers "No" (explicit or implicit norms). As supported subsequently by the interview, it is clear that there are no explicit norms but, at a more implicit level, there are expectations perceived from colleagues and the audience. In fact, Interpreter A states that "[his] impression is that some interpreter colleagues are strict about the use of some terms." As to Interpreter B, he expects that "an interpreter here [the Islamic Development Bank] is required to guide the listener's understanding of the topic with which he is already more than familiar."

The interpreters' feedback on the interpreting session was provided in response to questions 12 and 13. There are mixed reactions to the two interpreting sessions. In terms of content, the density and technicality of the unprepared and prepared texts were highlighted and described as "complex" (Interpreters A and C), and highly technical and necessitating research (Interpreter B). In terms of delivery, the speaker who delivered the unprepared text was considered less difficult to interpret. For interpreter A, the speaker "was well-organised in his ideas, quite eloquent and maintaining a reasonable speech flow" unlike the second speaker who was "quite fast and less organised intellectually." Interpreter considered that the fact that the first speaker delivered his speech from talking points made the unprepared text "more amenable to interpretation." He did not focus on the delivery pace of the second text, but rather on the added difficulty of its nature, i.e. being an extract of an academic text. As to Interpreter C, he found that "both speakers were speaking fairly clearly and at a good pace." Regarding the major interpreting constraints faced during the interpreting process, Interpreter A underscored the speed of the second speaker (prepared text) and the complexity of the topic, Interpreter B pointed out the "difficulty of ancient scholarly Arabic full of fixed expressions with whole concepts of Islamic jurisprudence." Unlike them, Interpreter C reported no constraints.

In order to face the constraints inherent in such assignments, they suggested solutions at individual and institutional levels. At personal level, there is a need for "better exposure to Islamic finance" (Interpreter A), research and "deliberate study of the subject matter" (Interpreter B), and "much more practice" (Interpreter C). Other measures were also suggested

at the level of institutional stakeholders, including a technical orientation of interpreters prior to the interpreting event, in addition to sensitizing speakers about delivery techniques (Interpreter A), organising "mandatory structured courses conducted by practitioners in the field, preferably bilingual" (Interpreter B); and providing "adequate background material well before the actual session" (Interpreter C).

In general, interpreters A and B provided more detailed responses, while Interpreter C gave very short responses. The interviews allowed the interpreters to develop some of their responses further, namely regarding norms and interpreting Islamic finance topics, and to express their views about the role of institutional stakeholders in facilitating their work.

5.2.5. The interviews

The researcher conducted two interviews with Islamic scholars working at the Islamic Research and Training Institute of the Islamic Development Bank, referred to as Expert A and Expert B, and three interviews with the participating interpreters. The following sections provide a summary of each interview. The full transcripts are available in Appendix B.

5.2.5.1 Interview with Expert A

In the beginning, the interview focuses on the system of Islamic finance in comparison to conventional finance, the first being based on Shariah law and the second on common law. Expert A gives an overview of the developments in this field since its modern emergence, and highlights some misconceptions such as Islamic zero-risk principle, while "the risk that Islamic finance takes is based on real needs and real assets, not on speculative money."

He underscores the importance of "financial literacy" in light of the challenges and opportunities of the Islamic finance industry in the fields of banking, insurance and other services, as well as the need to attract more people from the middle class and below. This last point leads to discussing the need to raise awareness by mainstreaming Islamic finance in educational programs, launching public information campaigns and through international forums. The important role of interpreters is highlighted in this regard, as Islamic finance concepts and jargon are formulated in Arabic language. Hence, Expert A expects interpreters to understand the underlying principles and be accurate. He states that "one of the most important things is to be precise in explaining terms and having that precision is very important, especially when you are trying to make a certain decision or a certain resolution every other day." He adds that "because Islamic finance cuts across boundaries" encompassing different

languages, "you have to be very precise in this." As to interpreting norms, he is of the opinion that beyond general principles and "depending on the forum the person typically must have the [detailed] knowledge."

However, he admits that based on his experience, the institution would use Islamic finance experts conversant in Arabic and another language to act as an interpreter in highly technical meetings or high-level discussions. Although Expert A does not think that training in Islamic finance should be made mandatory for interpreters, he considers that "at least they must have some basic to intermediate level Islamic finance courses", and then take gradually the advanced level courses, which are all provided by the Institute.

5.2.5.2 Interview with Expert B

Expert B discusses mostly past and present linguistic issues related to Islamic finance, from the early "terminological crisis" and "major translation errors" for terms such as *mudaraba*, to the "consensus" to keep them in their transliterated form and then explain their meaning. He believes that "translation is a knowledge issue before being a terminological and translational issue." He acknowledges the difficulty of translating the Qur'an and finds that it is more complex for Islamic finance texts as it "has become interlinked with a number of specializations", each with its own language. He states that the "ignorance of terminology" was perceived at the level of the "general public" but also in "specialized circles." However, the gap was gradually reduced with interaction, training and practice, in addition to the emergence of specialized bodies such as the Accounting and Auditing Organization for Islamic Financial Institutions (AAOIFI), which helped in "establishing standards." Other institutions like the Islamic Development Bank helped in "clarifying and consolidating the terminology" and in particular by linking them with new products that have become widely used. After the stabilization of the terminology in Arabic, the other major issue was translation into other languages. Nevertheless, over the time and with the "horizontal expansion" of its use in financial institutions and its introduction to Western countries, those issues have been reduced.

With regards to the qualifications of translators and interpreters, Expert B stresses on the need to start from the basics, i.e. reference linguistic works and dictionaries, some of which were actually compiled by Islamic scholars, in addition to contemporary works. He pointed out the difficulties encountered by simultaneous interpreters for lack of knowledge of Islamic finance terminology. The problems occurring during interpreted events include the unavailability of documents before the meeting or lecture, or when available the speaker may improvise or shift

from the original text. At other times, the speaker's elocution makes it difficult for interpreters to understand the text. In other instances, interpreters cannot understand the text provided beforehand and find it hard to translate it or interpret it. Hence, just as Expert A revealed, they would rather have an Islamic finance expert translate the text or act as an interpreter to ensure the quality of the document or an accurate interpreting. Therefore, his expectations from interpreters, as much as translators, is to produce quality and accurate output.

Nonetheless, Expert B believes that it is crucial to establish cooperation between experts in Islamic finance, translators and interpreters, to grasp the difficulties and come up together with the best solutions to overcome them, as evidenced by his experience with another staff member of the Bank who used to provide ad hoc translations. Moreover, he welcomes the idea of the Islamic Research and Training Institute designing a specific programme aimed at interpreters, in collaboration with Islamic finance experts and interpreters themselves, which may be extended later on to interpreters outside the institution.

5.2.5.3 Interview with Interpreter A

As a start, Interpreter A explains that working for the Islamic Development Bank as a freelance interpreter, compared to an in-house interpreter, makes a difference because he is not hindered by the fact of being an employee of the institution, but rather focuses more on his output He gives the credit of his exposure to Islamic finance topics to the fact that his country is governed by Islamic law "starting from the economic life up to the political life." He has a tangible perception of the difficulty of interpreting Islamic finance topics through practical experience since, with the Islamization of banking and financial institutions, "you had to deal with a new terminology, such as non-interest deposit, and all the other terminologies and that was a very important point." Interpreter A explains that in the beginning coping with Islamic terminologies was difficult, but this new situation "made it very important for everybody at least to know about the essence of Islamic financing." The contextual experience and his professional exposure to meetings and conferences dealing with Islamic finance gave him a better grasp of its underlying concepts. Therefore, after years of practice, he recommends to interpreters to have "comparative knowledge about Islam, […] some good knowledge of Arabic, some good exposure to different Islamic schools of thinking, plus a good exposure to conferences and meetings that deal with the subject […] in addition to sitting down with the professionals, who are already working in certain institutions like the Islamic Development Bank."

Regarding his view on the norms for interpreters working in this field, he emphasizes the need for interpreters to master Arabic language, have a "comparative knowledge about Islam" and the different interpretations within Islam besides the evolution of some of its principles. As to the need for norms for in-house interpreters, he believes it should be part of the Islamic Research and Training Institute's focus. He suggests that "it should have something like a diploma or a certificate in SI covering Islamic modes of financing." For Interpreter A, the norms should be set by the Institute or the Language Department.

5.2.5.4 Interview with Interpreter B

Interpreter B begins by explaining that he started getting acquainted with Islamic finance through basic and intermediate trainings in Arabic and English, though he deems it insufficient. Although, he cannot quantify his professional exposure to Islamic finance in terms of percentage, but the Bank's business being Shariah-compliant, applying Islamic principles and modes of financing to diverse sectors, Islamic terminology is used in different meetings and texts.

Regarding the existing institutional norms for interpreting in general and specifically for Islamic finance topics, he explains that "there is no formal structure, which tells you this is what you are expected to do." In the absence of direct communication with the audience, he thinks that "it is very difficult to know what it is the expectation", but since the communication between the speaker and audience flows, he assumes his output is correct.

However, Interpreter B admits that "you cannot say interest because interest is against the principles of Shariah by which the Islamic Development Bank abides and this way you can have prohibited words that you do not use." Thus, it is an implicit norm. Nonetheless, he states that "you need norms in this sense, in the form of a glossary, a glossary that everybody agrees on and can be used." For Interpreter B, it should be "arrived at in a participative manner" through the concerted efforts of different stakeholders, with translators providing "the basic material" (compiled glossary), which will be validated by "somebody who is knowledgeable about the language and subject matter."

In order to help interpreters - who are new to this field – prepare their assignments, Interpreter B advises initiatives on three levels: "the first one is the responsibility of the organization itself; the second one is permanent self-development, and the third one is preparation for each meeting the same." He thinks that it is more appropriate to inform meeting organizers and speakers about

the different constraints that may come from speedy reading or lack of documents, and stakeholders such as the Language Division can raise the awareness of organizers about "what interpreting is", so that in their turn they sensitize speakers about relevant issues before the interpreting event.

He concludes by encouraging collaboration with the Islamic Research and Training Institute, through the Human Resources Department, to organize training sessions provided by the Institute's experts and to do the same with other departments. Hence, the quality service expected from interpreters can be achieved.

5.2.5.5 Interview with Interpreter C

Interpreter C provides more information about his experience in translating Islamic and Islamic finance works, which also helped him build the necessary knowledge for interpreting assignments. He states that he knows of no existing norms for interpreting Islamic finance topics. However, he emphasizes the need for basic requirements such as acquaintance with Islam and Islamic spirit, "the spirit of how scholars of *fiqh* and other Islamic sciences speak," and with "this special knowledge not only lingual but discourse in general". He puts forward the need for interpreters to know the intricacies of *fiqh* and *fatwas* and understand the rationale of the decisions.

He argues that an interpreter cannot be just "pulled from the market" and asked to interpret general or specialized Islamic texts, because "that would not be fair, it would not be effective and it would not be of any quality and not up to the expectations." Also, the interpreter should be well versed in all Islamic sciences and not only finance. He states that, given his former experience, he is not exposed enough to Islamic finance, most of the texts and discourse being "more like business and economy and finance." Interpreter C explains that in the absence of "well-documented norms" and standards, you use your common sense because gradually with practice and especially within the IDB, "you will know that, for example, for transactions like leasing and profit sharing, we do not say profit sharing, we say *murabaha* because it is known as such."

He advises interpreters new to this field to prepare for their assignments by reading materials, watching videos "preferably subtitled or listening to recordings from seminars and conferences, and to use the advice of linguists." He says that "in the absence of ready standards and references, there has to be more homework at the individual level." Interpreter C does not see

constraints but “requirements” in preparing this kind of assignment, like it is mandatory to have the documents beforehand. He gives the example of a lecture on *maqasid al Shariah* where he took the notes and went to discuss them with the speaker before the beginning of the event. However, when faced with sudden changes in the text or terms he cannot translate, he may resort to transliteration or a very quick explanation, if the time allows it.

Discussing the training provided by the Islamic Research and Training Institute, Interpreter C admits it was useful in terms of concepts, discussions with lecturers and acquaintance with the Islamic Development Bank’s language. In view to better benefit from the Institute’s services, he believes that translators and interpreters should approach the Institute to hold a workshop with its experts to discuss issues and difficulties related to translated documents and previous interpreting assignments, and to “use those as starting points for intense discussions and brainstorming, in an attempt to come out of that with a set of standards and terms”.

5.3. Analysis of the interpreting session

5.3.1 Interpreting session of the unprepared text

The interpreting session of the unprepared text lasted 17 minutes. The speaker delivered a lecture on “Contemporary Islamic financial transactions” with a focus on *riba*-based transactions. As explained in the previous chapters, the prohibition of *riba* is a central feature of Islamic finance. Although, the terminology used by the speaker is most of the time accessible to interpreters, it is often very complex.

5.3.1.1 Analysis of the transcripts

For the sake of concision, the researcher selected the first four transcribed segments of the unprepared text that largely illustrate the rendition of each interpreter.

ST:

بعض البنوك عندها صناديق ودائع أو خزينة فأنت تأتي بمالك وتدخله في الصندوق وستأخذ عينه فهذا موضوع على سبيل الوديعة01 · إذا .....من.....أه..... من الأخطاء الشائعة أن يسمى الحساب الجاري مثلاً وديعة تحت الطلب أو وديعة في الحساب الجاري هذه ليست وديعة ولكنها من باب القرض من باب القرض 02 · هذا القرض إما أن يكون قرضاً حسناً وإما أن يكون قرضاً ربوياً محرماً / فإذا كنت أعطيته المال ولم أشترط عليه زيادة لا شرطاً لفظياً ولا ضمنياً عرفياً فهذا قرض حسن/ إذا كنت أشترط عليه أن يرد المال بزيادة فهذا قرض ربوي 03 · نحن نحتاج أن نعرف الفرق بين هذا القرض الربوي المشترط فيه الزيادة وبين الاستثمار الشرعي المباح 04 ·

ST back translation (Arabic into English): 01 Some banks have deposit boxes or safes, where you would place your money in the box and then you will retrieve the same amount of money later on / That would be a deposit · 02 Hence .....It is..... uh it is a common mistake to call a current account, for example, a demand deposit or deposit in a current account / It is not a deposit, it is a loan, it is a loan · 03 Such a loan would either be benevolent or a prohibited *riba*-based loan / If you give money without stipulating, explicitly, implicitly, or by virtue of custom, an increase in the repayment, then, that would be a benevolent

loan / If you stipulate increased repayment, then that would be a *riba*-based loan · 04 We need to know the difference between such a *riba*-based loan with stipulated increased repayment and Shariah-permissible investments ·

TT- Interpreter A: 01 Some banks have got certain uh deposit funds or treasure treasuries / So you deposit your bank your money in the fund and you will get uh uh it in kind I mean the same amount as you have deposited it / So one of the common mistakes is that a current account is being called a deposit and demand or request / This is not a deposit, in fact it is just a loan, it's a *qard* · 02 So this kind of *qard* or loan can be a good loan or *qard hasan* or a *riba*-based loan and it is illicit in this case / So if I give him the money without putting an incremental condition, implicitly or explicitly, this is a good loan/ So if I put a condition that he would repay the loan with an increase, this is *riba*-based loan / So we need to know the difference between this kind of loan, this *riba*-based loan on uh uh where there is a condition of increase and the uh Shariah loan investment uh uh uh uh hum propositions .

TT- Interpreter B: 01 Some banks have their funds or uh bonds/so you take that money and put it in a fund and then you take uh the the *ayn*.....So this is called uh this is the uhhh the explanation of *wadi'ah* · 02 It's commonly ..... A current account is / a current account is not a *wadi'ah*, it's not a deposit in this case but is a loan given to the bank · 03This loan can either be a free interest loan or it can be an interest loan, which is prohibited / So if I provide the money without making a condition of getting an increase neither verbally nor implicitly / then this is a free interest loan or a *qard hasan* / if we if w we provide the loan on condition an increase then that is *riba* or that is interest · 04 We need to understand the difference between this type of interest loan, where there is a condition of increase, and the permissible investment ·

TT- Interpreter C : 01 Some banks have safes, vaults / So you would bring your property or your money and put it in the safe and then you will uh retrieve it it the same property or the same amount / So this a a trust-based consignment · 02 So this is one very common fault that they would call uh current account uh uh a current account deposit or deposit on demand / This is not a deposit, it is a loan, it is a loan · 03 This loan is either a uhh benevolent loan or a *riba*-based prohibited loan / If you give him the money with no condition of increase either verbally or implicitly, nor explicitly or implicitly, so this would be a benevolent loan / If I make a condition that he gives me back more money then I lent him, then this is a *rib*a-based loan · 04 Now, we need to uh uh know the difference between this kind of loan this *riba*-based loan / where there is a condition of increase / and investment Shariah-compliant investment which is uh permissible of course ·

Segment 01 in the source text already shows the difficulty encountered with terminology. Here "صناديق ودائع أو خزينة" (lit. 'deposit boxes or safes') is translated as "deposit funds or treasure, treasury" (Interpreter A), "funds or bonds" (Interpreter B) and "safes, vaults" (Interpreter C). The three different translations are based on the definitions of homonyms i.e. "صناديق" (*sanadiq*) could be boxes or funds and "خزينة" (*khazina*) is either a safe or treasury.

The other example is the translation of "مالك", "*malak*" (lit. 'your money'), while interpreters A and B interpreted it as "that money" and "your money", interpreter A preferred to use both meanings, i.e. "money or property". For the term "عينه", "*aynahu*", which refers to the same (physical cash) in this context, Interpreter A interpreted it as "in-kind" an added an explanation "I mean the same amount as you have deposited it." Interpreter B struggled with the term, as evidenced by hesitation markers and repetitions, and finally transliterated it as "*ayn*" (lit. the same). Interpreter C used the term "same" while keeping the two meanings, money or property. The last issue emerging in the same segment is related to the chunk "على سبيل الوديعة", "*ala sabeel al wadi'ah*" (lit. 'as a deposit'). While Interpreter A omitted it, Interpreter B transliterated the term into "*wadi'ah"* after a pause and hesitation; and Interpreter C interpreted it as "a trust-based consignment". With reference to the term *riba* proper, the transcripts show that interpreters A and C transliterated it, whereas interpreter B transliterated it only once and most

of the time interpreted it as “interest”, “interest loan” or “interest-based loan”. A noteworthy fact is Interpreter B’s rendition of segments 08 and 09, which he merged into one lengthy segment of 58s232ms as shown in the transcript below.

ST:

08 هل هو مضاربة؟ هل هو شركة؟ هل هو استصناع؟ هل هو سلم؟ من أهم الشروط المفقودة في مثل هذه العقود، أولاً لا بد أن نعلم طبيعة الاستثمار وأنه يُستثمر في أوجه مباحة، أن نعلم أنه يُستثمر في وجه مباح / أما إذا كان البريد سيأخذه ويضعه في بنك ربوي ليأخذ الفائدة ويعطيك جزءاً منها فلو فرضنا أن استثمار فهو استثمار محرم · 09 أيضاً هذا الاستثمار في الشريعة لا بد فيه لا بد فيه من الاتفاق على نسبة من الربح

ST back translation (Arabic into English): 08 What type of investment is it ? Is it *mudaraba*? Is it *musharaka*? Is it *istisna’a*? Is it *salam*? One of the most important conditions that are missing in such contracts is that, first of all, we need to know the nature of the investment and that it is made in permissible channels / If the post office deposits it in a *riba*-based bank in return for interest, and give you a part of it, then that would be an illicit investment · 09 Also Shariah requires an agreement on the shares of profits in investment ·

Interpreter B:

08 What is this type of uh investment? Is it *mudaraba*? Is it partnership? Is it *istisna’a* ? Is it *Salam*? One of the main conditions which are not present, which are missing in such contract / First of all, we need to know the nature of the investment..... We need to know that the uh the a the money is invested in permissible areas of investment / But if the post office is going to take that money and put in uh a in an interest bank to perceive part of the profits and give you part of it then this a not this a prohibited investment, this is haram / So this invest or investment in Shariah must necessarily include an agreement on a portion of the interest of of the profit / I am sorry.

The transcript shows an omission of a chunk where the interpreter remained silent, but also repetitions and hesitations and, most remarkably, Interpreter B apologized for rendering ‘profit’ by ‘interest’. It is obvious that interpreter is under constraint and that his processing capacity reached saturation as explained by Daniel Gile (1995). The need to apologize reflects the awareness of what is acceptable or not in terms of terminology.

The observations gathered from the transcripts are supported by the data collected from the tiers, annotation spreadsheets and statistics which are recapitulated in the table below.

5.3.1.2 Analysis of the collected data

Item/Participant	Speaker	Interpreter A	Interpreter B	Interpreter C
Number of segments	23	16	19	20
Total duration	00:08:50.793	00:08:55.348	00:08:54.720	00:08:54.821
Time lag at beginning	-	00:00:5.620	00:00:4.990	00:00:4.010
Minimal segment duration	00:00:06.958	00:00:08.998	00:00:01.850	00:00:09.991
Maximal segment duration	00:00:43.229	00:01:05.096	00:00:58.232	00:00:55.898
Inter-segment pause	22	15	18	19
Intra-segment pause	1	0	5	4
Minimal pause	00:00:00.243	00:00:00.069	00:00:00.040	00:00:00.040

Maximal pause	00:00:02.730	00:00:05.620	00:00:02.800	00:00:04.010
Hesitation	1	25	20	24
Omission	-	16	7	2
Incoherence	-	4	1	2
Repetition	-	4	14	8
Terminology	-	14	9	9
Generalization	-	6	1	0
Explanation	-	3	3	1
Addition	-	9	6	13
Correction	-	7	6	15
Unfinished segment	-	1	2	0

The table shows the data for each participant during the interpreting process. Interpreter A had a longer interpreting duration (8m55s348ms), which may be due to his slow pace in the beginning where he started with the longest time lag of 5s620ms. He had the lowest number of segments, 16 against 23 in the source text, the most occurrences of hesitation (25) of which more than 21 utterances of "uh", in addition to frequent omissions (16) of terms or chunks and a whole sub-segment of segment 19. At the level of terminology, as indicated in the transcript, Interpreter A used words and their synonyms (4), transliteration (8), mistranslated one word "أمين", *ameen*, (lit. 'trustee', 'fiduciary') by "honest", its synonym in Arabic. He often resorted to generalization (6) when he could not find the accurate equivalent, or provided an explanation (3). He also added a few terms not mentioned by the speaker such as "propositions" and "halal".

Interpreter B has the second lowest number of segments, 19 against 23 in the source text, which is explained by the fact that he observed no pause or time lag between segments 7 and 8, 16 and 17, and 22 and 23, or very short pauses with a minimum of 40 milliseconds. Some segments had incoherent formulations such as segment 17 where he stated "so the amount of money is in the trust of the bank and if it does not guarantee unless it trespasses, that is has a broken or violated the conditions of the transaction." The interpreter omitted phrases and chunks 7 times. There were also frequent hesitations (20) mainly with the marker "uh" in addition to 14 repetitions of articles, pronouns or adverbs. Interpreter B transliterated many terms, such as "قرض حسن" "*qard hasan*" (lit. 'benevolent loan') and translated others adding their synonyms, which also indicate hesitation about the choice of terms. The transcript and data in the table show a higher number of intra-segment pauses, with one lasting 2s800ms, that were followed by hesitation markers or repetitions. These factors show the constraints faced by the interpreter when he cannot cope with the pace or find a term, thus some sub-segments are either incomplete or omitted.

Interpreter C combined segments 7 and 8, which resulted into the 20 transcribed segments. He had a long pause of 4s010ms corresponding to the time lag he observed at the beginning of his interpretation, and recorded 4 intra-segment pauses with the longest lasting 2s880ms in segment 20. He used the hesitation marker "uh" 19 times, repeated terms 9 times and often stumbled on words (e.g. "cap capital"), which resulted in the highest number of corrections (18). The corrections were also due to his speedy delivery with a minimal time lag of 40 milliseconds, leading to mistranslations when he did not fully listen to the unit of meaning as in "which is unknown other than to, which is known only to Allah" in segment 12. Moreover, in comparison to the two other interpreters he made more additions (13) of phrases (e.g. "against loss in capital") for the purpose of clarification, locutions as "of course" for emphasis, and adverbs like "whatever" as a strategy when he could not find or remember the term mentioned.

5.3.2 Interpreting session of the prepared text

The prepared text was particularly dense as the speaker used scholarly classical Arabic to present an overview of his book on "Partnership-related Fatwas" in PowerPoint and read out his presentation. The source text contained dense Islamic financial concepts and terminology, Quranic verses and quotations from Islamic scholars' works.

5.3.2.1 Analysis of the transcripts

The following excerpt of the transcribed segments includes all the above-mentioned elements and illustrates how interpreters dealt in general with the prepared text.

ST:

المسألة الثالثة / أ - مسند وجوب تحمل الشركاء الخسارة التي تصيب رأس المال كل حسب مساهمته فيه23 · أولا قوله تعالى / يَا أَيُّهَا الَّذِينَ آمَنُوا لَا تَأْكُلُوا أَمْوَالَكُمْ بَيْنَكُمْ بِالبَاطِلِ 24 · وجه الاستناد إلى الآية كون تحمل شريك أو أكثر للخسارة بأنقص من النسبة التي شارك بها في رأس المال / يؤدي إلى تحميل باقي الشركاء أكثر مما يجب عليهم تحمله / وهذا ظلم لهم وأكل لمالهم بغير حق25 · ثانيا / الربح على ما شرطا والوضيعة على قدر المالين26 · استدل الحنفية بهذا الأثر على وجوب تحمل الخسارة بين الشركاء بنسب مساوية لمقدار نصيب كل واحد، كل واحد من الشركاء في رأس المال 27 · ومع أن الحديث ضعيف إلا أن المذاهب متفقة على العمل بالشطر الثاني منه وهو أن الوضيعة على قدر المالين 28 · ويقول ابن قدامة الخسران في الشركة على كل واحد منهما بقدر ماله / فإن كان مالهما متساويا في القدر فالخسران بينهما نصفين / وإن كان أثلاثا فالوضيعة أثلاثا / لا نعلم في هذا خلافا بين أهل العلم29 ·

ST back translation (Arabic into English) : 23 Evidence of the third issue / A - Evidence of the necessity for partners to bear capital loss in proportion to contributions . 24 First, the words of Allah the Almighty "O you who have believed, do not consume one another's wealth unjustly . 25 The evidential relevance of the verse is that having one or more partners incur losses proportionately less than their relevant contributions to the capital leads to overburdening the other partners with more loss than they should properly incur / which does represent consumption of another's wealth unjustly . 26 Second / Profit is divided as agreed, but loss is to be shared in proportion to capital contributions . 27 Based on this narration, the Hanafis established that loss must be borne by the partners in proportion to the share of each, each of them in the capital . 28 Although this narration as a Hadith is weak, all schools of Fiqh are in agreement regarding the applicability of its second half, which is that loss is to

be shared in proportion to capital contributions . 29 Ibn Qudama states that loss in a partnership is to be borne by each partner in proportion to his share of the capital / If their share is equal then loss is divided by fifty percent / if it is one-third for each the loss will be borne for by one-third for each / We do not know of any disagreement among the scholars in this regard ·

TT- Interpreter A: 16 Number three / A · 17 Uh the necessity of uh uh I mean of uh uh the the necessity that all partners should share uh the loss · 18 First of all the Almighty Allah uh says in the Holy Qur'an / uh O Muslims do not eat your money between you based on false uh uh excuses · 19 So uh eh eh one partner or more should not uh bear uh additional losses / If this happens other partners will be sharing more or less than compared to what they have paid, and this a kind of eating their money in illicit way · 20 The Hanafiya hum scholars have made uh uh evidence as based on the fact that the share should be equal, and every one of the partners when they make the contributions they must be made on equal basis / Despite the fact that this hadith is daeef uh uh not very well supported but the deposit must be uh based on good basis uh Ibn Qudama says that the loss should be considered according to everyone's money / If their money is equal in value so it will be fifty fifty / If it is uh at uhhh uh uh third party I mean uh uh uh differently if it is different story they will share it at one third for example ·

TT- Interpreter B: 17 The reason for the partners to bear the loss which affects the capital according to the ca the contribution of each in that capital · 18The uh uh eh .....Quranic verse ....which uh uh uh ..... guards against eating money again uh ..... in an unlawful way · 19 If somebody is not does not bear its proper share in the in the losses, then, it means that the other party would be responsible for paying for that loss. and this is one way of eating the money of others in an unlawful way · 20 The Hanafit school used this as a justification or as evidence that all parties should bear the losses in accordance with their contribution to the capital · 21 Although this Hadith is weak but the other the schools of thought all agree to use the second part of the Hadith · 22 Ibn Qudama says that loss in the a partnership is in proportion of the share of each one in the capital / So if they have equal share then they bear the loss they bear the loss at fifty percent/ If it is three parties and we don't we don't see any scholar who disagree about this ·

TTC: 22 The evidence of this issue / First of all, the evidence that partners must bear the loss in capital in proportion to the contribution of each to the capital. 23 First of all, from the Qur'an Allah said what means that ye uh believers should not consume each other's property unlawfully. 24 And this proves that any uhhh percentage other than uhh the ca capital contribution embedding the loss leads to buh burdening the other partners with more than their contribution, which is would be unfair to them and consuming their wealth unlaw unlawfully . 25 Secondly, the profit is based on condition. but loss is based on contributions 26 The Hanafi scholars of *fiqh* used this text as an evidence to imply that partners must bear their the loss in proportion to the contribution to the capital of each, each partner's contribution to the capital . 27 Although this is a weak Hadith, however, all schools of Fiqh are in agreement that the second part of it can be applied / which means which refers to the fact that loss should be borne in proportion to the contributions to the capital / Ibn Qudama said that any loss in a partnership should be borne by each partner in proportion to the ca his contribution to the capital/ If they contributed equally then the loss would be also borne equally fifty percent fifty percent / if it is one-third for each the loss will be borne for by one-third for each / We have no disagreement among the scholars of Fiqh .

The transcripts reveal significant issues that exemplify the general rendition of the prepared text. As it can be noted, the numbering of the interpreted segments do not match those of the source text and its back translation. The main reason for this discrepancy is that interpreters had to merge segments to be able to cope with the flow of the input or because they spent a significant time finding an equivalent term or meaning in the target language. The selected segments show from the outset the constraints faced by interpreters A and B in interpreting the title of this section of the presentation “A - Evidence of the necessity for partners to bear capital

loss in proportion to contributions." The interpreting constraints faced by Interpreter A are illustrated by the omission of a chunk in the title "evidence of the third issue" and of the last chunk of the segment "in porportion of their contributions". He also repeatedly uttered the hesitation marker 'uh'. Interpreter B managed to provide a literal rendition although he too omitted the the first chunk of the title and used a more general term 'reason' for 'evidence'. Interpreter C provided a more accurate rendition of the title although he omitted "third" and used "first of all" to paraphrase the letter "A".

Regarding the verse from the Qur'an in segment 24, the interpreters resorted either to paraphrasing or explaining the verse. All three mentioned respectively the "Holy Quran", "Qur'an" and "Qur'anic verse", while it was not stated in the source text. Only Interpreter A referred to "Almighty Allah" as in the source text, and Interpreter C simply mentioned "Allah" while Interpreter B chose to interpret the verse directly. Overall, all three interpreters rendered the meaning of the verse "يَا أَيُّهَا الَّذِينَ آمَنُوا لَا تَأْكُلُوا أَمْوَالَكُمْ بَيْنَكُمْ بِالبَاطِلِ" (O you who have believed / believers do not consume one another's wealth unjusly) either literally by "O Muslims do not eat your money between you based on false uh uh excuses" (Interpreter A); or through explanation as in "the Quranic verse […..] guards against eating money [……] in an unlawful way" (Interpreter B) or "believers should not consume each other's property unlawfully" (Interpreter C). However, if the meaning was generally rendered, the delivery showed the ease or difficulty in doing so. While Interpreter A and C's renditions were relatively more fluid, with slight hesitation, it was obvious that Interpreter B faced more difficulty as evidenced by his chunked output, marked with pauses and hesitation.

The interpreters did not refer verbatim to the "evidential relevance of the verse" in segment 25 but conveyed the explanation sustained therein, although Interpreter C had to make several corrections. While interpreter C gave a complete rendition of segment 26, which is the second evidence, interpreters A and B omitted it. Segments 27 and 28 are an illustration of the terminological issues related to such types of texts and of the strategies used by interpreters. The attentional resources of Interpreter A were decreasing and, as a result, he made an incoherent interpretation. The text referred to a loss "in proportion to the share of each, each of them in the capital" whereas he stated that "shares should be equal" and "contributions should be made on equal basis." He had to catch up with the speaker and hence he merged segments 26 and 27 and transliterated "ضعيف", "*daeef*" (lit. 'weak'), which is not a technical term, and subsequently corrected it by an explanation. He also added a chunk that was not mentioned in the source text "the deposit must be based on good basis", which was irrelevant anyway to the

argument in this segment. Interpreter A faced more constraints in the last segment and laboriously interpreted the two last sub-segments, as illustrated by the repeated "uh", the inaccurate rendition of the sub-segment "If it is one-third for each, the loss will be borne for by one-third for each" into " If it is uh at uhhh uh uh third party I mean uh uh uh differently if it is different story, they will share it at one-third for example." Finally, he omitted the last sub-segment "We do not know of any disagreement among the scholars in this regard." He also used colloquial langugage.

Interpreter B managed to render most of the segments, however, constraints in the processing capacity can be perceived in repetitions of the clauses "they bear the loss" and "we don't ", as well as in the omission of the sub-segment " the loss will be borne by one third." He resorted to informal register (e.g."don't see") to paraphrase the idea in the source text's sub-segment. Overall Interpreter C gave a complete rendition of the segments in a formal register, reformulating the ideas in the source text. As he was following the speaker too closely, he had to merge segments 28 and 29, which resulted in a very long delivery and output.

The selected transcripts show the difficulty encountered by interpreters when they have to transfer Islamic terms or concepts from Arabic into English. The performance of the interpreters has also been captured through different tiers in ELAN.

5.3.2.2 Analysis of the collected data

Item/Participant	Speaker	Interpreter A	Interpreter B	Interpreter C
Number of segments	29	21	22	27
Total duration	00:10:21.599	00:10:33.282	00:10:27.720	00:10:27.995
Time lag at beginning	-	00:00:02.017	00:00:05.603	00:00:02.460
Minimal segment duration	00:00:04.025	00:00:11.700	00:00:07.500	00:00:06.385
Maximal segment duration	00:00:42.516	00:01:04.467	00:00:50.875	00:01:14.784
Inter-segment pause	28	20	21	26
Intra-segment pause	0	1	14	5
Minimal pause duration	00:00:00.318	00:00:00.094	00:00:00.091	00:00:00.166
Maximal pause duration	00:00:01.727	00:00:02.634	00:00:08.062	00:00:04.329
Hesitation	-	51	16	30
Omission	-	16	28	6
Incoherence	-	4	6	4
Repetition	-	2	10	5
Terminology	-	11	11	2
Generalization	-	13	5	1

Explanation	-	3	1	1
Addition	-	1	9	4
Correction	-	5	12	18
Unfinished segment	-	1	0	0

The data in the above table corroborate the findings from the transcription. The first observation that stands out is that the number of segment units are lower than that of the speaker's (29) with Interpreter A accounting for the lowest number (21), followed by Interpreter B (22). This discrepancy is mainly due to the delivery of the speaker and the content of the input, which often did not allow interpreters to observe a pause between segments and made them omit sub-segments. Hence, they produced long segments with a longer duration compared to the speaker.

Interpreter A has the longest total output duration (10m33s.282ms) with the shortest time lag at the beginning (2s017ms) and the lowest maximal pause (2s637ms). The lack of pause and the efforts required to process the input resulted in the highest number of hesitation markers (51), and awkward paraphrasing (e.g. the rendition of "no longer designated as a trustee" by "take him outside the level of honesty"). Interpreter A had also to cope with terminology difficulties, using more than one term as in "the importance, the must of" for "the necessity", and he had to make corrections. As a strategy, Interpreter A resorted to generalization (13) such as using "profit" for the "share of the revenue or the yield" or transliterating "ضعيف", "*daeef*" (lit. 'weak'), followed by an explanation (e.g." not very well supported").

The table reflects significant issues for Interpreter B, with a longer time lag duration (5s603ms), the highest number of intra-segment pauses (14) and the longest pause (08s062). Such pauses indicate the difficulty faced in finding the accurate term or phrase, leading him to fall back on literality as in "eating money"; in addition to the difficulty inherent in classical Arabic constructions resulting in incoherent reformulations (6) as in the rendition of segment 14, repetitions (10) and corrections (9). More importantly, 28 omissions were identified in the output, which ranged from terms and phrases to sub-segments, and the interpreter frequently simply remained silent. As a strategy, he added terms, phrases or sentences (9) (e.g. "I am talking about detail") to buy time, or resorted to generalization as in interpreting ST segment 09 "As such Shariah does not allow an agreement among partners adopting any percentages that are not in line with this requirement" into "Therefore, it is not permissible for them to agree on any specific share other than this."

Interpreter C formulated a slightly lower number of segments (27) against those of the source text (29), with durations varying between 6s385ms and 1m14s784ms respectively, which are the highest minimal and maximal durations compared to the two other interpreters. It is to be noted that Interpreter C's voice was strained at end of some segments, he had 30 instances of hesitation and made 18 corrections, which can be attributed both to the length of segments and his speedy delivery. His interpretation was complete and accurate in terms of content and terminology, with lesser omissions (6).

5.3.3 Summary of the data collected from the two interpreting sessions

	Speaker		Interpreter A		Interpreter B		Interpreter C	
	U T*	PT**	U T	PT	U T	PT	UT	PT
Number of segments	23	29	16	21	19	22	20	27
Total duration	08:50.793	10:21.599	08:55.348	10:33.282	08:54.720	10:27.720	08:54.821	10:27.995
Time lag at beginning	-	-	05.620	02.017	04.990	05.603	04.010	02.460
Minimal segment duration	06.958	04.025	08.998	11.700	01.850	07.500	09.991	06.385
Maximal segment duration	43.229	42.516	01:05.096	01:04.467	58.232	50.875	55.898	01:14.784
Inter-segment pause	22	28	15	20	18	21	19	26
Intra-segment pause	1	0	0	1	5	14	4	5
Minimal pause	243	318	069	094	040	091	040	166
Maximal pause	02.730	01.727	05.620	02.634	02.800	08.062	04.010	4.329
Hesitation	1	-	25	51	20	16	24	30
Omission	-	-	16	16	7	28	2	6
Incoherence	-	-	4	4	5	6	2	4
Repetition	-	-	4	2	14	10	9	5
Terminology	-	-	14	11	9	11	9	2
Generalization	-	-	6	13	0	5	0	1
Explanation	-	-	3	3	3	1	1	1
Addition	-	-	9	1	6	9	13	4
Correction	-	-	7	5	6	12	15	18
Unfinished segment	-	-	1	1	2	0	0	0

*UT: Unprepared text **PT: Prepared text

The above table shows that the interpreters maintained relatively the same gap between the number of ST segments and interpreted segments, which were also significantly long during the interpretation of both texts. Except for Interpreter B, the time-lag observed was longer during the interpretation of the unprepared text. Intra-segment pauses, hesitation instances, omissions, incoherent segments and corrections were more frequent during the interpretation of the prepared text while interpreters made more repetitions and resorted to more

generalization and additions for the unprepared text. As to terminology issues, they were more marked during the interpretation of the unprepared text, with a higher use of transliteration. However, collectively, interpreters were put under more strain when they were interpreting the prepared text. The constraints and strategies during the interpreting sessions are summarized in the following section.

5.4. Summary of findings

5.4.1 Identified constraints

The cognitive constraints, evidenced by the high number of hesitation markers, repetition and corrections, derived from the efforts exerted in the reformulation of the inputs of both texts and in the search of equivalent terminology in the target language.

The analysis of the transcripts and the data collected through the multimodal software revealed the different constraints that the interpreters faced. Daniel Gile's (1995, 2005) theory of **"**Effort Model" and "Tightrope hypothesis" were attested during the interpreting process. It was obvious that the listening and analysis effort consumed an important share of the attentional resources of the interpreters, particularly A and B, and more significantly during the interpretation of the prepared text. With the use of their total processing capacity the interpreters were on a "tightrope" as they were working "at levels of cognitive load close to saturation" (Gile, 2005). The deficit in the capacity required for the short-term memory and production efforts brought about the high occurrence of omissions and errors that called for corrections just as put forward by Gile (ibid.).

The **problem triggers** identified by the researcher are similar to those analysed by Gile (1995). In many instances, cognitive saturation occurred around clauses, and segment units or a group of sentences as in the rendition of the last chunk of segment 29 in the prepared text (Interpreter A), the Quranic verse in segment 24 (Interpreter B) and segment 25 (Interpreter C) in the same text. One such evidence is the number and duration of the segments produced in the target language compared to those of the source text. With no or little pause between segments, interpreters produced long units of several sentences and the pressure is felt either through a strained voice by the end a unit (Interpreter C) or a sudden acceleration of the delivery pace (interpreters A and B) with the processing of more information per unit of time, in addition to the occurrence of errors. As explained by Shlesinger (1995), these **time constraints** arise not only from the speaker's pace but also from the little time available to the interpreter to monitor

his output. Other factors enumerated by Gile (ibid.) were also part of the problem triggers and highlighted in the questionnaire by interpreters A and B, namely the rate of delivery of the speaker, high density of information, as well as syntactic, semantic and grammatical differences between Arabic and English. Interpreter A commented that the speaker of the prepared text was "quite fast and less organized intellectually", and Interpreter B found the said text difficult to interpret because of the use of "ancient scholarly Arabic full of fixed expressions."

In his response to the questionnaire, Interpreter C stated that "both speakers were speaking clearly and at a good pace" and he reported no constraints. However, the analysis of his performance revealed some pressure evidenced by his strained voice or frequent hesitations, repetitions, and corrections.

At semantic level, there were homonymic issues which lead to mistranslations (e.g. trustee/ honest) or the use of both meanings (e.g. money/property), a fact that poses significantly the problem of directionality as all interpreters have Arabic as their mother tongue and English as their working language (cf. section 2.3.4). Another problem concerned the choice of translating or transliterating a term, which is clearly illustrated by the rendition of "مشاركة" "*Musharaka*" (lit. 'partnership') as is or translated. The researcher also noted that when interpreters attempted to correct their mistakes or were at loss for accurate terms, they assumed their own "I" as in the use of "I mean" by Interpreter A in both sessions, and "I am sorry" by Interpreter B. This observation echoes what Diriker (2005) highlighted in her study, i.e. interpreters do not always identify with the speaker's "I", but assume a "multiplicity of speaker positions".

The difficulties identified in this section compelled the interpreters to find strategies to get round them.

5.4.2 Coping strategies

In order to cope with different constraints, the interpreters resorted to a number of strategies as those pointed out by Kohn and Kalina (1996) and other interpreting practitioners.

First, they used **comprehension strategies** such as *décalage*, by resorting to minimized or maximized time lag according to comprehension needs. In fact, Interpreter C used longer time lags before producing the output, which allowed him to "free storing capacity for processing the continuous stream of incoming discourse" (Kohn and Kalina, ibid.). Interpreter A and B followed the stalling strategy by adding "neutral material" to "buy time" whilst they find the

accurate term, or repeating a clause while listening to the incoming unit as in the following example from the session of the prepared text.

ST: This resolution included four issues / It should be noted before detailing them that the discussion on these issues and their details was included in the Academy's resolution on diminishing partnerships ·

Interpreter B: This resolution included four items which are worth mentioning before we go into their detail..... I am talking about its detail / the details of that have been included in the resolutions of the the Fiqh Academy as in terms of the diminishing *Musharaka*.

The researcher also identified **text production** or **reformulation strategies**. From the transcripts and other data it was noted that in order to cope with terminology issues, interpreters resorted frequently to transliteration of terms as suggested by ElShiekh (2011) "if there is a particular concept in the source language culture which is missing in the target language culture." Transliteration was mostly used by Interpreter A and B, as in the excerpts analysed in section 5.3.1. Although, Interpreter C did not use it as much, he admitted that he may resort to it in situations where he is faced with a terminology that was not originally in the text.

The generalization strategy was used by interpreter A when he was faced with unknown terms or complex formulations (e.g. "based on good basis" or "it will take him outside the level of honesty" in segments 11 and 21 of the prepared text). As he put during his interview, he would resort to "simplifying the word by using very simple direct straightforward English [and] depend on the audience." He used explanation or paraphrasing (e.g. "I mean the same amount as you have deposited it" in segment 01 of the unprepared text) to clarify a transliterated term or when he couldn't find an equivalent for another.

Interpreter B too resorted to generalization and approximation of the meaning through the substitution of the precedent clause by a pronoun either to avoid its repetition or because he could not retrieve it. He also recorded the highest number of repetitions, which is considered an achievement strategy (Al Salman & Khanji, 2002). The same strategy was used 14 times by Interpreter C besides the strategy of condensation, whereby he deleted redundant information like in segment 18 of the unprepared text regarding the bank being a trustee.

Like interpreters A and B, he used the evasion strategy (Kohn and Kalina, ibid.), which consists of deliberate omission of chunks or whole segments. In fact if omissions are a sign of constraints in the processing capacity and an incapacity of retrieving or rendering a unit, it is also in some cases a rescue strategy (Kohn and Kalina, ibid.). For example the three interpreters omitted to interpret the term "يدين", "*yadayn*", at the end of segment 18. The term means literally 'two

hands' but is quite difficult to render accurately and in this context it approximately means 'two roles' or 'two capacities'. In this segment, the speaker said: "The *mudarib* has a trusteeship capacity and we will explain the difference between the two roles." Interpreter A interpreted it as "we will display the difference between the two"; Interpreter B omitted at all the segment while Interpreter C rendered it as "we will tell the difference." The partial or total omission did not alter the meaning of the full segment and was compensated be the explanation in the following segment.

The restructuring strategy was also used by the interpreters to reformulate complex clauses especially when interpreting the prepared text. It should be recalled that it was a presentation on a book and the speaker quoted sentences that were lengthy and contained several clauses. For example segment 20, "There are two points that need to be highlighted in the context of loss-sharing" was rendered by interpreter C as "Two things must be brought to attention here in relation to bearing loss". It should be admitted though that more often than not the reformulations made the segments more complex. As part of the global strategies highlighted by Kalina, repairing of errors was the most common strategy among the three interpreters.

5.4.3 Adherence to interpreting norms

The researcher attempted to identify the **initial and operational norms** (Toury, 1995), and the **professional and expectancy norms** (Chesterman, 1993).

5.4.3.1 Initial and operational norms

It is to be recalled that interpreters found the delivery and pace of the speaker of the unprepared text more accessible than that of the prepared text, as the conversational style marked by questions to the audience made it easier to follow. Under the **initial norms**, the interpreters decided to adhere to the source text features, i.e. to the norm of adequacy, by adapting their output to the speaker's input and style, and following the linguistic feature of the source text. An outstanding example is the repetitive use of the conjunctions 'so' and 'and' at the beginning of clauses, which is very common in Arabic. Interpreter A used predominantly the norm of adequacy, resorting to transliteration and literal interpretation of the source text, although he very often added explanations that were not provided by the speaker. Interpreter B used transliteration as a strategy when he could not find an equivalent, but he tried to modulate the interpretation according to the target system, i.e. to the norm of acceptability, for example, by substituting '*riba*' for 'interest'. Interpreter C adhered more to the norm of acceptability

whereby he made more target text acceptable formulations, but reverted sometimes to the source text features. The norm of adequacy often turned problematic, as Arabic and English have different linguistic and syntactic structures, which resulted in capacity saturation illustrated by the high occurrence of hesitation markers for all of them, intra-segment pauses for interpreters A and B and corrections for interpreters B and C.

Operational norms were identified in the decisions made by the interpreters during the actual interpreting process, as Interpreter A's decision to transliterate and translate/explain terms in the target language or his deliberate choice of "knowingly rendering an important segment inaccurately" instead of "not rendering it at all" (Schjoldager, 1995), as in the following examples:

ST (unprepared): 18 […] The bank takes the money to use it for trade or *mudaraba* as a trustee / The *mudarib* has a trusteeship capacity and we will explain the difference between the two roles · 19 As a trustee, being a trustee of this money, indemnification is only applicable in cases of wilful misconduct or negligence.

Interpreter A: 12 So the bank got the money and used it for trade purposes ***mutajara*** / So the **trader** is considered to be **honest**, and we will display the difference between the two / So the bank is **honest** and uh uh will be entrusted to do this / and if it does not respect this trust it will uh uh be **acting differently**.

On the other hand, corrections can also be considered as an integral part of operational norms, which command the adherence to text-linguistic norms. Interpreter C recorded the highest occurrence of corrections. If some corrections were related to mispronunciation, others were prompted by the need to formulate the correct output according to the target language's grammatical norms (e.g. "which is unknown other than to / which is known only to Allah") – showing thus a clear monitoring of his output. Interpreter B also made a significant number of corrections during the delivery of both texts, and particularly the prepared one, which were mostly of grammatical nature and at times related to terminology. In addition, he sought to maintain the register of the unprepared source text in the target language.

5.4.3.2 Professional and expectancy norms

At the level of Chesterman's (1993) **professional norms**, there was disparity in the observance of the accountability norm, which requires the interpreter to be faithful and loyal to the original text. All three interpreters rendered the gist of the source texts, however, the completeness and faithfulness of the renditions were questionable. The high occurrence of omissions in the renditions of interpreters A and B, altered somewhat the faithfulness of the message in the target language, particularly that of the prepared text, because their production were often incomplete.

Interpreter C demonstrated to a certain degree a capacity to render a complete output that is loyal to the content and style of the two original texts.

The interpreters also showed different forms of adherence to the communication norm, whereby the interpreter facilitates communication between speaker and audience. Regardless the flow of delivery, each interpreter virtually catered to a certain category of audience. Interpreter A's use of transliteration cum translation/explanation and, very often, colloquial language would respond to the needs of a non-expert audience. Interpreter B's rendition at a regular pace, using standard target language and adding precisions for the purpose of clarity would satisfy an informed audience. Finally, Interpreter C's production of technical terms and dense concepts would conform to the demands of an expert audience. Hence, the three interpreters' end-products respond to the expectations of different user groups (cf. Kurz, 1993) and consequently they adhere to the **expectancy norm** (Chesterman, 1993) and mainly to the subclasses of semantic and pragmatic norms.

However, in an institutional context, the particpants attending this type of interpreting event range between a well-informed and an expert audience, which implies a high level of expectations. Thus, the transfer of accurate technical terms is one of the most important criteria. In addition, the interpreters are aware of what is in general acceptable and not acceptable in terms of translation/interpretation of Islamic finance terminology, which accounts for Interpreter B's self-correction and apology for using 'interest' instead of 'profit' when he was interpreting the Arabic term "ربح" (*ribh*). Such awareness and reaction reflect an **implicit institutional norm** and embody Shlesinger's (1999) view of the potential conflict of norms in institutional settings and the way institutions "shape the norms interpreters are supposed to abide by" (Marzocchi, 2005). It is what Koskinen (2008) refers to as "the constructive and constraining influence of the institutional context."

Although the two sessions were merely experimental, they revealed a number of issues in light of the theories developed by intepreting scholars. In the following section the researcher reviews the findings against the questionaire and interviews' outcomes.

5.5 Relevance of the findings to the research problem

Following Ebru Diriker's (2015) approach the researcher "juxtaposed" the results from the transcripts and the multi-modal tool's data with the different responses to the questionnaire and statements in the interview to answer the research questions.

5.5.1 The interpreters' perceptions and the actual practice

The interviews and answers to the questionnaire show that the interpreters have a clear perception of the difficulty of interpreting Islamic finance terms and concepts. Their perception was acquired either through contextual and professional experience (Interpreter A), in-house training and assignments (Interpreter B) or education and practice (Interpreter C). Based on their different experience and interpreting simulation sessions they described interpreting Islamic finance topics such as financial transactions or partnerships as being "very demanding" and needing "solid ground work and vocabulary."

The actual practice of interpreters during the interpreting sessions substantiate largely their statements. As they found out during the process, the topics are "highly technical" and "necessitate thorough research". All the identified constraints occurred during seconds and some of them may gone unnoticed during the interpreting process, however, it remains that in a real situation contextual factors may add to pressure besides the mandatory good command of the topic.

The three interpreters have highlighted respectively the need for a "better exposure to Islamic finance", "deliberate study of the subject matter" and "much more practice" in order to be able to cover these types of assignments. Hence, it is essential to lay stress upon the importance of preparation, background knowledge and training.

The researcher infers from the analysis and interviews that the renditions of the interpreters are largely owed to their background and experience. Accordingly, the actual practice of interpreters revealed different approaches of the interpreters.

Despite hesitations, omissions and other issues, Interpreter A demonstrated a certain ease in his flow during the interpreting sessions, that is to say no strain was perceived in his voice even if he had to accelerate his pace sometimes to catch up with the speaker. The reason may be his familiarity with Islamic law and practices since his country "changed the conventional law into a fully-fledged Islamic Sharia law", which made it mandatory "to know about the essence of Islamic financing", and regular work in related events organized by financial institutions. His familiarity with the field may explain his tendency to transliterate and provide explanations or to simplify terms to cope with linguistic constraints. Indeed, during the sessions, he used this approach, i.e. when the term or concept was complex, he tried to simplify it in English and he used the Arabic term as is or used it with close translation.

Interpreter B's cautious approach during his interpretation, denoted by his hesitations and use of generalization, may derive from his recent exposure to Islamic finance, with only basic training provided by the institution. Though he acquired knowledge through interpreting regular business meetings of the Islamic Development Bank where recurrent Islamic finance terminologies are used, he is not exposed to scholarly topics as those organized by the Islamic Research and Training Institute or used in this research. His approach is based on the assumption that the audience is "familiar with the [term] in Arabic even if their language may be a different one [and that] most people who work here know what *mudaraba* is, they know what *musharaka* is, they know what is *salam* is, they know what is *istisna'a* is, so when you are interpreting you use these Arabic words usually." During the interpreting session he followed this assumption and, as he suggested for dealing with linguistic constraints, he transliterated the Arabic terms and simply rendered the gist of the message of quotes from scholars or the Quran.

Interpreter C demonstrated more confidence, which showed also through the questionnaire and interview. It may be rightly argued that he was one length ahead because he translated the book of the prepared text and, therefore, he was able to retrieve some terms and phrases easily. Nevertheless, he also performed generally well during the session of the unprepared text. His performance and confidence are explained by his statement that he considers himself "comparatively very well founded in Islamic studies" and by professional experience in translation. Although he admits that he did not work as much in interpretation, he deems that his substantial translation of Islamic works "definitely has given [him] the groundwork that [he] needs to manage in the interpretation booth when it comes to Islamic text in general and accordingly Islamic finance." The lack of training in interpreting techniques may account for the issues identified in his delivery under section 5.3.

5.5.2 The actual practice vs the experts' views

The Islamic finance experts did not attend the experimental sessions, so it is important to assess the actual practice against their views. The observations gathered from the data and the above statements bear out the concerns highlighted by the Islamic finance experts regarding the problems they encounter when they use interpretation during Islamic finance events and their preference to use bilingual Islamic experts instead of in-house or freelance interpreters. Expert A states: "[…] My experience, for example in my country, is that when we have this kind of event, generally we get an Islamic finance, I would not say expert but almost like expert, to be

the interpreter". This study shows that some of his suggestions are already applied by the interpreters participating in the study.

Regarding the use of Arabic terms or transliteration and explanation, Expert B maintains that "just mentioning the word […] is not direct translation." He gives the example of *mudaraba* that is not translated but more described as profit sharing and for people who do not know what it means " you need to elaborate a bit more but once people understand what *mudaraba* is, you do not need to explain." In the same vein, Expert B asserts that "today, if you talk to a banker in Germany or somewhere else, and use the terms *mudaraba or murabaha,* if he is a specialist, he will find no difficulty in understanding what you mean." Their statements give relevance to the strategy of transliteration/explanation used by the interpreters during the simulation sessions.

Some of the problems raised by Expert B materialized during the interpreting session. For instance, he explained that sometimes simultaneous interpreters cannot understand the meaning of terms and, hence, they fail in rendering the accurate meaning. This has been evidenced, for example, by the mistranslation of "أمين" "*ameen*" (lit. 'trustee') (cf.5.3.1). The different problems listed by Expert B were also identified during the interpreting sessions. As he put forward, "when documents are not received on time the interpreter is put at a disadvantage [and] is an uncomfortable position" if the topic is related to a subject he is unfamiliar with like *fiqh* (Islamic jurisprudence), which is the case with the prepared text that deals with the resolutions of the Islamic Fiqh Academy. As expert B put it rightly even the translation of this kind of document is difficult.

The actual practice and the different views of the experts and interpreters translate clear awareness and perception of the requirements of interpreting Islamic finance texts or topics. The solution to the problems highlighted by the interpreters and experts lies in their mandatory collaboration as they are respectively the service providers and the client/organizer of the interpreting event. This collaboration should start by looking into the existing norms.

5.5.3 Explicit or implicit norms?

In the analysis of the interpreting sessions, the researcher identified norms that interpreters unconsciously adhered to, including initial and operational norms (cf. Toury, 1995) and professional and expectancy norms (cf. Chesterman, 1993). However, the concept of norms is still fuzzy for experts and interpreters.

The requirement of accuracy is underscored by Expert A who states: “I think one of the most important things is to be precise in explaining terms and having that precision is very important, especially when you are trying to make a certain decision or a certain resolution every other day.” He concedes that the expert in Islamic finance must “be able to interpret and provide the right interpretation.” Hence, there is an expectation of quality and accurate interpretation, which echoes Harris’ (1990) “fundamental and universal norm” whereby the interpreter has to render “the original speakers’ ideas and the manner of expressing them as accurately as possible.” Expert B deplored the interpreters’ failure to render the accurate meaning when they do not understand the terminology.

The concept of ‘norms’ and ‘institutional norms’ is often equated with linguistic and knowledge requirements. The interpreter is expected to have a good command of classical and specialized Arabic, in addition to a solid background in Islamic concepts. This expectation is voiced by the institutional experts and supported by the interpreters.

As put forward by Shlesinger (1999) “norms may well govern interpreter behaviour, despite the difficulties in eliciting them” and the setting has undeniably an influence on the interpreting process. Indeed, although the interpreters say they do not know of any explicit institutional norms related to interpreting Islamic finance or other topics, they have internalized from practice what is deemed acceptable or inacceptable in the institutional context. Interpreter B admitted that “you can have prohibited words that you do not use”, which echoes to what Interpreter C referred to “as using common sense.”. Interpreter B also demosntrated his awareness of intitutional norms in his answer to question 11 in the questionnaire regarding the existence of explicit or implicit norms: “I would expect an interpreter here is required to guide the listener’s understanding of the topic with which he is already more than familiar.”

There are thus expectations from all the participants, which support the findings from Bühler’s survey that “the expectations of interpreters regarding the output corresponded to the needs of those using their services – that is, to the expectancy norms” (Pöchhacker, 2004). Hence, Koskinen’s (2008) statement that “any institution can be defined as a form of uniform action governed by role expectations, norms, values and belief systems” is relevant to the case of the Islamic Development Bank.

The interpreters view that institutional norms related to interpreting Islamic finance should be set by stakeholders such as the Islamic Research and Training Institute, which organizes meetings and training in this field, besides producing related publications. Interpreter A thinks

it is the role of the Institute "simply because, from the institutional point of view, the IDB has already got this body, which in my mind could be ready to embody this kind of idea."

For Interpreter B, "those norms should be arrived at in a participative manner." This means that "the basic material" can emanate from translators, but it must be "validated" by an authority on the subject. One way of doing this is to have "mandatory courses in the subject matter conducted by practitioners in this field perfectly bilingual." He emphasizes on cooperation "because the ultimate goal is for their publications to be translated in a good way, for they need things to be conducted successfully." According to him, the training courses will allow interpreters to understand much more the content and experts "to get closer to the language constraints."

In the same spirit of cooperation, Interpreter C thinks that interpreters should take the initiative of approaching the experts, discuss with them of ways to meet or hold a "specifically designed workshop" in order to raise the different difficulties they enountered in translation or interpretation, "as starting points for intense discussions and brainstorming, in an attempt to come out of that with a set of standards and terms."

All three interpreters consider that the Islamic Research and Training Institute can provide training tailored to the interpreters' needs in this field, and it can help establish norms through joint efforts with linguists. They also stress upon the necessity of providing "technical orientation" and "background documents" to interpreters prior to the interpreting event.

As to the Islamic finance experts, they encourage interpreters to benefit from the training courses provided by the Islamic Research and Training Institute and welcome cooperation between Islamic experts and linguists to find concerted solutions and work together.

5.6 Conclusion

This chapter presented the analysis and findings of the research and discussed their relevance to the research problem by providing answers to the research problem. The transcription and analysis tools can be explored further to study the interpreters' performance in an actual interpreting event related to Islamic finance.

Chapter 6: Conclusion and Recommendations

6.1 Introduction

In this last chapter, I will summarize the results of the research, discuss its limitations and suggest recommendations.

6.2 Research outcome

This study has highlighted important issues related to interpreting, institutional interpreting, and interpreting Islamic finance texts and topics. It has shed light on the pre-requisites for interpreters in terms of high linguistic skills in Arabic and the target languages, English in the case of this research. The research has foregrounded the need for knowledge acquisition in Islamic principles, discourse and thought, and for continuous research and self-development on the part of interpreters to be in tune with the developments in his/her field of work.

The researcher has attempted to put interpreters in interpreting situations that are likely to happen in the institutional context of the Islamic Development Bank, i.e. interpreting Islamic finance topics during lectures or conferences where they may or may not be provided with documentation. The analysis of simulated interpreting situations revealed a number of constraints and coping tactics that support the theories and arguments studied under the literature review. The study has broached the meta-discourse on in-house interpreters' inability to cover Islamic finance technical topics due to their lack of expertise in this field.

Interpreters are exposed to Islamic finance terms as part of the institution's activities, but most of those terms are transliterated and widely used within their institution and in other Islamic financial institutions. Hence, the interpreters assume that the audience already know and understand the underlying concepts. Highly technical Islamic finance terminology is used in majority during lectures and scholarly meetings, which constitute a low share of the interpreters' work. The preparation for such assignments are therefore occasional and rely on documents provided by the speaker. However, the interviews have revealed that the documents are often unavailable.

While Islamic finance interpreting events bring together in-house experts, speakers, audience and in-house interpreters and freelancers, it seems that there is a lack of coordination between the different parties before and/or during the event, which may have an impact on the interpreters' performance. In general, it seems that experts and interpreters interact only

occasionally, to the extent that Islamic experts would rather have one of their peers, who is proficient in a least two languages, act as an interpreter. On the other hand, interpreters do not see the need to approach Islamic experts unless their assignments compel them to do so.

The study has shown the absence of explicit norms for interpreters with regards to interpreting in general and particularly in the field of Islamic finance. The concept of norms and institutional interpreting norms is obviously a vague concept to the different stakeholders, although it is embedded in their expectancy of quality and accuracy of the output. In addition, interpreters apply norms implicitly when they avoid to use certain terms or apply the jargon of the institution.

The researcher considers that the major outcome of the study is that it brought awareness to the concept of norms and their importance in an institutional context. Indeed, the discussions during the individual interviews with interpreters translated the need and readiness for more explicit norms, within the framework of cooperation with institutional stakeholders and mainly the Islamic Research and Training Institute. The experts of the Institute also expressed interest in materializing collaboration between the two parties through tailored training and discussion of the main difficulties encountered in translating and interpreting Islamic finance texts.

6.3 Limitations of the Study

The researcher faced a few problems in conducting the research. It was difficult to find the recordings of actual interpreting events with their interpretation. The original texts are sometimes available in the Islamic Research and Training Institute and mostly uploaded on YouTube, but the interpretation is not available - unlike for other institutional meetings which are recorded in the source and target languages. Although the multi-modal tool, ELAN, was essential to the analysis and findings of the study, all its features could not be put to contribution as it took considerable time to adjust and transcribe the source texts and target texts' recordings and make annotations.

In addition, the researcher has to admit that the interpreters' preparation for the simulated interpreting sessions may have been influenced by their knowledge that it is not a real interpreting event. Similarly, the performance gaps identified in this study may have resulted from their awareness of being recorded. Hence, the results are limited in the absence of the contextual elements of an actual interpreting event, including the presence of the speaker, the audience and, as Diriker (2004) puts it, "the immediate socio-cultural context."

6.4 Recommendations

Based on the findings of the study, the researcher makes the following recommendations:

- It is important to enhance literacy on the role and work of interpreters at institutional level. Such knowledge will facilitate interaction between the participants to an interpreting event.
- The exposure of interpreters to Islamic finance should be encouraged through mock or real events.
- Groundwork is necessary to prepare the interpreters for such assignments. Interpreters should do more personal work towards this end by exploring the existing material, conducting research, and compiling personal glossaries.
- Meeting organizers should ensure the availability of documents to interpreters and hold orientation or coordination meetings with them prior to the lecture or conference.
- A joint initiative should be undertaken by the Language Division and the Islamic Research and Training Institute to work together on the areas where they could help each other by examining past difficulties and anticipating solutions to potential problems.
- The Institute can design training courses in Islamic finance specifically for translators and interpreters and tailor them to individual needs.
- Subsequently, the Institute and the relevant authority in the Islamic Development Bank, can set norms for interpreting Islamic finance concepts and texts.
- The norms should be explicit, documented and made available to in-house and freelance interpreters.
- If this target is achieved, and once the norms are stabilized, they can be shared with other similar institutions and above all interpreters.

6.5 Conclusion

This last chapter provided the results of the research, discussed its limitations and suggested recommendations. It is hoped that the findings of this research will contribute to a better understanding of interpreting requirements and norms in general, and in the field of Islamic finance in particular. The outcome of this research may also be used for a more detailed and comprehensive study.

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Appendix A: Interpreter's questionnaire

1. Code: _____

2. Age: _____

3. Gender: Male ☐ Female ☐

4. Profession:

In-house interpreter ☐ Freelance interpreter ☐

5. Have you completed training in:

5.1 Interpreting: Yes ☐ No ☐

- Type of training: Course ☐ Degree ☐ MA ☐ PhD ☐

5.2 Translation: Yes ☐ No ☐

- Type of training: Course ☐ Degree ☐ MA ☐ PhD ☐

5.3 Islamic finance: Yes ☐ No ☐

- Type of training: Course ☐ Degree ☐ MA ☐ PhD ☐

5.4: Other: _____

6. How long have you been interpreting for the IDB?

Years: ____ Frequency: _____

7. What is your working language at the IDB?

A: _____ B: _____ C: _____

8. What types of interpreting assignments do you cover?

_____

_____

_____

_____

_____

9. How often do you interpret Islamic finance texts?

Frequently ☐ Occasionally☐ Rarely☐

Please provide specific details

_____
_____
_____
_____
_____

10. What are your perceptions of interpreting Islamic finance texts in general?

_____
_____
_____
_____
_____

11. Are there explicit or implicit institutional norms you have to abide by when you interpret Islamic finance texts?

_____
_____
_____
_____
_____

12. Please give a feedback on your interpreting assignment (i.e. text technicality or density, speaker's delivery, terminology, register, etc.)?

_____
_____
_____
_____
_____

13. What major constraints did you face during the interpreting process?

_____

_____

_____

_____

_____

!4. What can you do at personal level to improve your performance?

_____

_____

_____

_____

_____

15. What general measures can be taken by different stakeholders (e.g. organizers, speakers, participants, etc.) to facilitate the interpreting service?

_____

_____

_____

_____

_____

Thank you for your participation

Appendix B: Interviews' transcripts

Interview 1: Islamic finance Expert A

Researcher: How do you define Islamic finance?

Expert A: Islamic finance is based on Shariah principle. It is not Shariah. Many people tend to think that Islamic finance is Shariah. It is not. It is financial applications based on Shariah principles. That is, in a nutshell, the meaning of Islamic

Researcher: This is how you would define it to non-professionals?

Expert A: Yes.

Researcher: What is the difference between Islamic finance and conventional finance?

Expert A: The common word is finance. Finance can be looked at the macro level and it can be looked at the micro level. At macro level, high level, it could be seen more as economic issues. For example, public finance is how governments raise revenue, how governments spend money. That also means the issue of taxation, levies, duties, and so on. This is also finance in general, but it tends to be called public finance. Then, you have of what we call corporate finance at the level of corporations and financial institutions; there, it talks mainly about raising funds based on Shariah compliance and then utilizing those funds again based on Shariah principles. So if you look at the common definition, both corporate and Islamic finance are similar at micro level…What I mean by micro level is the corporation as well as for financial institutions it talks about raising money and using the money for certain purposes. In that sense, conventional and Islamic finance are similar, but the difference is in the terms of one is based on common law or the civil court and the other one is based on Sharia principle and Sharia law. So, there is a broad difference. Then, you can go in specific differences; that also depends on the principles of Islamic finance that we use for certain aspects of financing. More broadly, if you look at the difference would be that Islamic finance talks about risk sharing, principles of avoidance of *gharar* and *riba;* these are the typical things. So, that makes it different. But those are the higher-level principles. Then you need to bring it to the practice. For example, when an Islamic bank undertakes financing would be different? If it is in terms of money, of course, customer get money in Islamic Banks, and in conventional banks they also get money. However, in the process of providing that kind of financing, Islamic banks would have to follow Shariah principles. That is in essence and then we can talk in specific terms specifically.

Researcher: That means you need to be versed in Islam and Islamic principles in order to understand what Islamic finance means.

Expert A: Yes

Researcher: Why has this industry come into focus, let us say within the last decade?

Expert A: It is more than a decade any way… [Laugh]. You see, you have to trace back to the post-Second World War where Muslim countries gained independence. Although few countries gained independence after the First World War, most of them gained independence after the Second World War. Moreover, when those Muslim-majority countries gained independence, obviously the issue would be how you arrange your economic system based on Islam. There is always the aspiration of freedom fighters or independence fighters, apart from having independence; they want to arrange according to

the local religious practices. If it is a Muslim country, they to introduce Islam into the legal system, into the practices to reintroduce back what was done before the colonial power was there. So, they want to organize their economy, but they do not have something on the table. As a result, people started to discuss, to read, and propose some solutions. Therefore, you see this one started way back in the late 40s and until some countries came out with specific institutions. For example, one of these are the Islamic Bank and before that the Haj institution in Malaysia. I do not know if you are familiar with it. The Tabung Haji.

Researcher: Yes, the Tabung Haji, exactly.

Expert A: All of these you know started with the idea that yes you need to have economic institutions that serve the Muslims and those economic institutions must be based on Shariah principles. However, there were not many economists among the Muslims. You have Shariah people, but Shariah people at that time did not know economy, and they only talk in theory this *aqad* is *mudaraba*, *musharaka.*They cannot be sure especially at the professional level of financial institutions. So when economists came into the picture, people from the economic background started to bring in, to infuse the idea of Shariah economics into it. Then you see the movement started practically from 1975 when you had the Islamic Development Bank, Dubai Islamic Bank, the Tabung Hajji prior to that. Subsequently, of course, the impetus started into the 80s. In the 80s, there was the Bangladesh Islamic Ban, Islamic Bank Malaysia and later on other institutions were established.

Researcher: It seems that in the wake of the 2008 financial crisis there was more talk about Islamic finance and the fact it is based on real transactions. Why did it specifically call major attention during that period?

Expert A: There are a number of reasons. One of them is that since Islamic is based on real transactions real assets and real economy, this also means that you cannot finance any transaction without having it tied to real needs, you cannot speculate these needs, but real needs. Say for instance one company wants X amount of money to buy certain things, so Islamic bank would particularly be buying the product rather than buying the money or giving the money. Hence, it is tied to the real needs. Also remember that Shariah principles the prohibition of *riba, gharar* and all those things, require Islamic banks not to go into speculative activities.

Researcher: Because you take a risk.

Expert A: There are risks. It is a requirement for Islamic banks. Under Islam, if you want to earn profit, you have to take risk.

Researcher: It is not what most people understand.

Expert A: Islamic banks have to take risks. The Shariah principles and *qawaidul fiqh* (the principles of fiqh) is that to a return you have to take risk, there is no return without risk, that is the principle. So many people think Islamic finance is zero risk, no you have to take risk. Although Islamic finance takes risk, it does not absorb speculative risk, which is different from non-speculative risk. The risk that Islamic finance takes is based on real needs, real assets not on speculative money on money - that is a different. So you see, when the crisis took hold because Islamic banks by definition are not allowed to go into risky speculative venture, they were not affected, whereas the conventional banks went into this because they created instruments which are not tied to real assets. The first layer of transaction that they did in conventional finance was based on real assets, but subsequently, it goes into the next level, and the next level and you do not know.

Researcher: And you cannot stop it.

Expert A: Yes

Researcher: That is quite interesting. Now, what would you say are the opportunities and challenges, because now it is expanding and attracting more clients what would you show as opportunities of IF that should be tapped?

Expert A: We have to break down because I cannot give you a general answer. We have to go into specific institutions, we can look at banking, insurance or Takaful, microfinance, and we can look at Sukuk. Maybe let me talk about Sukuk. See Sukuk is one of the forms of resource mobilization not only for countries, but also corporations. So one of the things that Islamic funds are facing is finding Investment, halal or Shariah-compliant investment. As more banks are being established, more Islamic insurance or Takaful being established, you know, people put money; and you cannot under Shariah let the money be idle… that goes against the sharia. Idle money means that you are taxed at 2.5% as *zakat*. Islamic principles do not allow money to be left idle, so banks will have to utilize that money for productive purposes. For productive purposes, they have to utilize that money in a Shariah- compliant or halal manner. For banks for example, what is the outlet? It is of course to provide financing to clients. Nevertheless, at the same time, they do have a certain portion of their money, for when they want to go for a shorter term of investment. This is part of their liquidity purposes, and short-term investment requires going into Sukuk investment. Similarly, Takaful companies, because Takaful companies operate in a long-term manner, which means when somebody buys a family Takaful, the returns will be paid 20-30 years down the road. So they have this money and Shariah or Islamic finance say you cannot keep the money you have to invest this money, so where do you invest this money? Therefore, one of the outlets should be Sukuk. That's why there is a lot of demand for Sukuk not only by financial institutions like banks, Takaful companies, even mutual funds want to invest in Sukuk , be it government Sukuk as well as or corporate Sukuk, Sukuk issued by companies. Hence, the demand on Sukuk keeps on increasing and you can also see this in your West African countries. [Yes] There is a lot of demand for Sukuk, because there are Islamic funds lying idle and they need to invest. Thus, you have to find outlets to invest and so the demand for Sukuk keeps on increasing. So, this is the reason why we say we have lots of funds and because these funds are being more and more created, they need to find investment outlets and one of them is Sukuk. That is why it is driving the Sukuk role. You understand, [yes] I am explaining it in a long way. Similarly, in banking, if you do it in the context of banking compared to Takaful, banking is more advanced. Because takaful requires a certain level of economic development in a country. As you get more in middle class, people tend to think about the future, "Do I have enough money to save?" Before you had what is called a nucleus family, parents and grand-parents are staying together and they look after. However, as the family breaks down because of this middle class especially you find that when somebody retires the son or daughter may not be with them, they may be working in other countries, so who is going to take care of them when they are old? This is where insurance comes in, where the Takaful comes in. In quite a number of countries, as you get more and more middle class, more and more people go into Takaful. However, in banking, it is slightly different. In banking, you see on one hand that, for example, small businesses want financing and they want financing based on Shariah principles because as you expand from the poor to the small and medium enterprises, they require Islamic financing. Why? Because they are Muslims, so they want it according to their religion [….]. As small businesses grow, they need financing, and one of the things in Islamic financing is transparency. It would tell you that if you want an asset like this one, this is how much I am going to buy and this is how much I am going to sell it to you and how long the period is. One of the Shariah requirements is the transparency of transactions. Thus, customers are clear regarding the transaction that they do with the bank. So, the demand for Islamic finance is driven first by SMEs, secondly by the

middle class. Why middle class? As their income increases, you know they want housing, as an example, and they want Islamic financing. Because the middle class tends to be very conscious of religion, as opposed to, sometimes, the very poor who may not be very concerned; but people going from lower income to middle income want housing and they want to buy vehicles according to Islamic principles. Hence, you see in some countries from Southeast Asia to even here, the middle class people are driving the Islamic financing. They want Islamic products and then as they grow economically well off, then you have this specialized premium account to take care of their requirements. Then, when they have extra money, they are the ones that want to go for holidays, and this is where the halal tourism comes in; therefore, all these are associated industries. So you see the demand comes from small and medium businesses, from the middle income and also from corporations. Why corporations? Because corporations, especially in the Muslim majority-owned corporations, want to make their companies Shariah compliant, why? Because they want to attract Islamic funds; so in order to attract Islamic funds, they have to use Islamic financing so it all ties up, with this cycle. Among the poor, we cannot discount the poor, quite reasonable (15.30), many studies found that even they are poor, when they are given the opportunity for financing, they want Islamic financing because to the poor religion is important as well. Microfinance is then provided to the poor along Islamic lines and the growth rate is increasing as compared, for example, Takaful. Takaful is another industry where there is a demand, but the penetration rate of Takaful is still small in number of countries.

Researcher: Even within Muslim communities

Expert A: Yes. Because before people are not too familiar with Takaful or even insurance. I mean general insurance, yes, because it is mandatory; you buy a car, you need to have insurance whether you like it or not. In many countries insurance, insurance is mandatory for cars or vehicles, but when it comes to property insurance, like fire, catastrophe insurance, we have all these replacements for insurance called Takaful; and that depends on the level of sophistication in a country. If you are exposed to this kind of finance education, then you want to have Takaful insurance. However, in some countries, this kind of financial education is not there, or they are not well exposed. Hence, you see even in this country and many other countries that the penetration rate for family Takaful, which is equivalent to life Takaful, is a very small percentage as opposed to Southeast Asia, where the penetration rate is about 11.4%, which is very high. I think in this region [Middle-East] it is around less than 1.4%, so it is very low, but there is a positive side. The positive side is that there is a huge room for growth in Takaful, although you look at a small penetration rate. Well, on one hand, you can do it negatively small, but think about the opportunities. In this region, the opportunities for Takaful is even greater than banking.

Researcher: This is quite interesting. It means that it needs to be more accessible in general to people to understand there are huge opportunities to tap.

Expert A: Yes, financial literacy that is what we call it.

Researcher: This brings me to question how to make it accessible to people? I am talking now from the point of view on the notion of Islamic finance being based on religion, which is Islam, meaning that there are specificities because the basic language is Arabic and then you have Islam and Islamic culture, and finance, hence it is a complex issue. Now, how can we make this accessible to clients within Muslim and Non-Muslim countries?

Expert A: I go back to the issue of financial literacy and awareness. See, if somebody does not know about something, they are afraid of that thing. This is typical human behaviour, just like all you see in France now about Burkini and so on. People are afraid because they do not know or they have not met. Once they meet, they know, chances are those separating walls will crumble because people understand.

So you find that in countries where they promote Islamic finance through numerous channels, through the educational system, which means that they inculcate the idea of financial literacy both for conventional and Islamic finance in countries where you have a mix of Muslims and non-Muslims. I give an example. In my country, principles of Islamic finance or features of Islamic finance are introduced even at the school level, both for Muslims and non-Muslims. So when you are exposed to this idea, one is you appreciate the knowledge about Islamic finance, and you want people to be also financially savvy at a later stage, so you need to introduce this financial literacy at the school level. Thus, what I am saying is that it should be comprehensive in terms of getting people to be aware. You need to start from school, but of course, from school, it takes time; so you need to tackle also those who are working. So how do you have campaigns about financial literacy for working adults, homemakers, non-working adults, university students and the business community? You have to have this program to educate people about financial literacy including Islamic finance.

Researcher: Islamic finance is now expanding, it is internationally known. There are many conferences and meetings where they talk about Islamic finance, and we know that there are institutions such as the Islamic Development Bank and the Islamic Research and Training Institute that are providing publications in different languages, which means that those concepts are translated into English, French and different languages, including Russian. On the other hand, during conferences there is interpretation. From the linguistic point of view, what is the challenge for translating or interpreting Islamic finance concepts and texts in general?

Expert A: If we look especially at interpreting to a new audience who are not familiar, this is the challenge. One of the most common things you will find in Islamic finance is the use of Arabic terms for financing, for example, *ijarah*, *murabaha*, *mudaraba*, *musharaka* all those things where somebody who is new will have problems, first in pronunciation, second in understanding what those terms are. However, I think it is important for the interpreter to understand this beforehand, if not you will be just mentioning the word, and that is not direct translation. I give an example of *mudaraba*. *Mudaraba* is not translated but it is more described as profit sharing, but people would say, "What is profit sharing?" Thus, you need to elaborate a bit more, but once people understand what *mudaraba* is, you do not need to explain. For new comers it will be a tough time. Therefore, interpreters they must understand these principles.

Researcher A: You mean, for instance, if we are in a meeting and the concept of *mudaraba* comes up, the first time the speaker mentions *mudaraba*, the interpreter in his short time has at least to say *mudaraba* ….

Expert A: A profit sharing between two entities, for example.

Researcher: What are your expectations from interpreters in a meeting on Islamic finance?

Expert A: We have for example our experience; we have round-tables where we discuss. I think one of the most important things is to be precise in explaining terms and having that precision is very important, especially when you are trying to make a certain decision or a certain resolution every other day. Sometimes, of course, we do not make decisions, but we make a resolution, and that resolution must be properly conveyed so that the members can understand the issues. Moreover, because Islamic finance cuts across boundaries, you are not talking only about people, say, in Africa region, even in Africa you have Portuguese, English, French apart from local languages; then, of course, the Arabic, Russian, and Southeast Asian languages. You find that there are a lot of different languages. Therefore, you have to be very precise in this.

Researcher: What would help the interpreter? For instance, what does the interpreter need to be equipped with to interpret Islamic finance concepts?

Expert A: At least the basic knowledge of Islamic finance. I am not expecting him/her to be as good as the others, but at least to know the principles of Islamic finance, a bit of issues about Islamic finance, I mean those are requirements. It would be similar to a reporter, they may not be versed but at least they have to write about Islamic finance.

Researcher A: This is what you would recommend. Are there specific norms that the interpreter has to abide by when interpreting Islamic finance concepts?

Expert A: A very interesting question. Nobody questions the general principles. I mean if you take across all the Muslim world different schools of thought or *mazhab*, they tend to be in agreement with this. Nobody says *riba* is not haram. For example, in the Sunni world and the Shia world everybody agrees with this. It is only the detail part. So it would be good for example depending on the forum, I am not saying that some interpreter should know everything, but depending on the forum the person typically must have that knowledge. However, my experience, for example in my country, is that when we have this kind of event, generally we get an Islamic finance, I would not say expert but almost like expert, to be the interpreter.

Researcher: The expert is the interpreter?

Expert A: Yes

Researcher: Thus, the interpreter should be well versed in Islamic finance to be able to interpret, depending on the subject.

Expert A: Depending also on the level of the forum. For example, if in this high-level forum you are discussing certain technical issues, then it a must to have technical knowledge. However, if it is a general conference, then, you do not need somebody to have it.

Researcher: Then the expert too needs to be….

Expert A: …. conversant in both languages, for example in Arabic and English, or French and Arabic.

Researcher: Now, I know that within the institution, trainings are provided at basic, intermediate and advanced levels in Islamic finance. First, do you think it is mandatory for interpreters, and translators also, to have training or to benefit from those training courses in Islamic finance? To put it in another way, what else can help interpreters? What can the institution provide to interpreters, which can be mandatory for all interpreting professionals?

Expert A: As I said, it is depending on the level. If it is a high-level discussion, then you need somebody expert in Islamic finance to be able to interpret and provide the right interpretation. Again, it depends on the level of the forum, which means that you need to take courses in Islamic finance to understand, of course, you need both because it will not be enough, you need to have discussions and so on. At least for those who want to do the general level, like a conference to interpret or to translate, and then at least they must have some basic to intermediate level Islamic finance courses, understanding Islamic finance basic terminology. Then, as you go higher, you need to go into a more advanced level.

Researcher: So it has to be mandatory

Expert A: I would not say mandatory; but, again, even in our case, when we have a high-level event, we will not just call any interpreter. It is understood that we will find selected individuals whom we know are expert in both languages to do that.

Researcher: Expert in IF and both languages.

Expert A: Yes.

Researcher: Thank you for this insight into Islamic finance.

Interview 2: Islamic Finance Expert B

Researcher: What are the linguistic issues you are facing in the Institute in relation to Islamic finance?

Expert B: In the beginning, we had a terminology crisis. It took a time to acquire a terminology agreed upon by Islamic finance specialists and which would be widely used. We used to make major translation errors. For instance, when *mudaraba* was used for the first time as a Sharia-related term, it had a specific meaning; then, when bankers and others wanted to use it, they translated it as "speculation", while it is completely different from what is intended in Shariah. Hence, it took a while before some terms were stabilized and subsequently there was consensus to keep some terms as they were and then explain them. Today, for example, *mudaraba* in Islamic finance and related books is written *mudaraba*, and then its meaning is clarified. Thus, the same applies for terms that are more related to Sharia and Fiqh. , such as *ijarah, istina'a, salam,* and other terms.

Researcher: As translators/interpreters, one of the things we notice is that the terms may remain as they are, but the public - even if it is Muslim - does not know what is *mudaraba* or *musharaka*. It is all the more difficult for a non-Muslim or European audience. What are the issues encountered in the translation of Islamic finance terms, considering that they are rooted in Islamic religion? What are the translational issues related to Islamic finance at linguistic level?

Expert B: It seems to me, and God knows best, that translation is a knowledge issue before being a terminological and translational issue. Knowledge about Islamic finance is relatively new. As I pointed out, it has become interlinked with a number of specializations, which were not well formed enough to enable a qualified person to work following specific stages, whereby he/she understands the terminology and understands the scientific norms. When Islamic banks were established, such specializations came to it from different backgrounds. The banks provided banking specialists; the Sharia provided scholars and the law its legal specialists, and so on. Accordingly, it was difficult to have a common language, that is to say, they did no share a clear common language. Then, arguments, interaction and joint work began to produce a common language understandable to all. The problem of terminology is, of course, an old issue, regarding the translation of terms. We often come across prefaces by the translators of the Quran's meanings. I found some translators relating the difficulties they face in conveying a meaning form one language into another, which is a known fact. What makes matters more difficult in Islamic finance is that there are multiple disciplines; and each one of them wants to impose the meaning it holds, which may not be the appropriate meaning of a term used in daily work. Starting from there, we perceived the ignorance of the terminology, not only, as you mentioned, at the level of the general public, but also even in specialized circles. Thank God, this has decreased little by little. However, in the beginning, even at the level of banks and their staff or in financial institutions, you could find an employee who processes and completes an application and then hands it to a customer, without having the slightest idea about the terms in the document or their meaning. Nevertheless, gradually, with training, they started to grasp them. Also, a number of institutions, such as the Accounting and Auditing organization for Islamic Financial Institutions (AAOIFI), emerged and contributed to establishing standards, such as Sharia or accounting standards, which helped somewhat in stabilizing the terminology. The Islamic Bank and its role with financial institutions have contributed to clarifying and consolidating the terminology. Subsequently, some products linked to the terminology were created, and they helped in expanding its professional use. In fact, in addition to problems at the level of terminology proper, there issues inherent to translating from one language into another. We had enormous problems also in editing the terms in Arabic. After the stabilization of some terms, conveying them into other languages posed new problems. However, with the horizontal expansion of the use of the terminology in financial institutions, in particular with its expansion towards Western countries, the

terms began to be stabilized even in the latter's languages. Except few used terms, we are facing less problems now in translation. For instance, today, if you talk to a banker in Germany or somewhere else, and use the terms *Mudaraba or murabaha* if he is a specialist, he will find no difficulty in understanding what you mean.

Researcher: Because of it has come into common usage.

Expert B: Yes, it has come into common usage and the emergence of dictionaries and standards have helped in consolidating the terminology.

Researcher: Given the fact that Islamic finance is now among the topics of international conferences and symposiums, it is necessary to use the services of interpreters. In this regard, what are the priorities for interpreters? What are the qualifications they ought to have?

Expert B: I consider that if a translator/interpreter wants to specialize rigorously in translation or interpretation in the field of Islamic finance, for example, in the same way, others specialize in legal translation/ interpretation or other fields, this would certainly require some basic rules. In addition to common requirements for general translation/interpretation, I think in the case of Islamic banks and Islamic financial institutions, it is mandatory that he/ she refers to old dictionaries before studying or trying to understand the current terminology. For instance, at linguistic level, we also have renowned works, like the language dictionaries such a "Lisan al-Arab" (The Tongue of Arabs), "Taj al-Arouss" (The Crown of the Bride), etc., which provide definitions of Arabic terms and phrases. Among the language specialists, there were scholars who, instead of simply compiling general language dictionaries as a whole, established dictionaries of fiqh terminology. As great linguists, they contributed to the clarification of Arabic terms and made dictionaries for the fiqh language, which were called as such. There are a large number of language dictionaries classified according to Islamic jurisprudence schools. In other words, each school compiled dictionaries, explaining the meaning of the terms pertaining to the school and used in books. Similarly, when a student wants to study Maliki Fiqh, for example, he/she refers first to these dictionaries, because they provide him/her with the definitions of the terminology. Today, we have dictionaries compiled by contemporary scholars, who selected the majority of words and terms used in Islamic finance, but they are core old fiqh terms. Our colleague Nazih Hammad provided definitions in his dictionary of the fiqh terminology for financial transactions. Unlike Israa, he selected the terms used in banks and then explained them, because he had a different target. His purpose was to disseminate knowledge about the terminology currently used, while the other one wanted to lay the foundation for the student, the translator, and the researcher. Anyone who wants to understand the terminology has to read these dictionaries beforehand. He compiled a good dictionary where he summarized the most important terms and explained them in an acceptable language, and he sometimes clarified some details for those who are interested. He also makes referrals to essential reference works containing all those terms. In my opinion, this is one of the priorities and especially for the student, the translator, and interpreter, like you, who would like to translate not just for the sake of translation, but to make it a profession, conduct research, study or teach in this field; therefore, they must start with those stages. He/she must review these books, which prepare and supply him/her with the terms and consolidate their meanings. He/she can then consult contemporary dictionaries and the translation of the terminology into other languages, particularly in English where most of the terms are translated. I believe that this is what distinguishes and gives a comparative advantage to anyone who wishes to specialize in Islamic financial translation, and we need it. We have noticed that when you organize a meeting and use the services of interpreters, in particular, simultaneous interpreters, which is very difficult, you find that many of them sometimes fail in rendering the accurate meaning, and I think that understanding the terminology is the main obstacle they face.

Researcher: In other words, the translator/interpreter should be well-versed in Arabic language and fiqh jargon, read the glossaries you mentioned and be knowledgeable in Islamic finance as well as competent at linguistic level, i.e. capable of conveying the message from one language into another.

Expert B: Certainly, and I believe that the more he/she deepens and acquires knowledge in Islamic finance, the more he/she is competent in translation/interpretation.

Researcher: Let us assume that there is a lecture or a conference at the level of the Bank or the Institute. Do you provide the interpreters with the texts beforehand? As you know, it may be easier to talk about transactions than to deal with a lecture on *maqasid al-Sharia*, hence are interpreters provided with the documents?

Expert B: We have different problems. First, we try to provide the interpreter with the text for a lecture or working documents for workshops or symposiums, and we try to submit them on time to the translation section. The problem is that sometimes we do not receive the documents on time and hence we put the interpreter at a disadvantage. It is less problematic in the case of a symposium, but more embarrassing if it is a lecture. For instance, you invite a lecturer from outside, you commit to work in his language and to provide interpretation and into other languages, and then you do not receive the text. As a result, the interpreter is in a uncomfortable position and has to interpret a speech he hears for the first time, especially if it is related to a subject that he/she is unfamiliar with, such as *maqasid al Sharia* as you mentioned, u*sul al fiqh fi sadd al-dharai zarai* (the methodology of Islamic jurisprudence in blocking means), *maslaha* (general public interest), which are strange and difficult to understand for the interpreter. Thus, we are greatly embarrassed, and we have faced many problems in this field. Also, there is another difficulty. Sometimes, we provide the interpreter with the text, but when the speaker comes, he does not keep to it. They very often deviate from the text, improvise, and make a new speech different from the one provided, and this is again another source of embarrassment for us. This also happens when we provide interpreters with texts, but the lecturers' elocution and pronunciation vary. Just as an example, we have invited many scholars and sometimes the speech of some of them are influenced by their living environments, even if he/she expressed him/herself in Arabic, you could hardly understand the words and it was a problem and difficult for interpreters too. I think that at the level of the Bank, we may consider to have a meeting in the future between the Institute and a number of translators and, in particular, interpreters. As you said, you may find a solution for translation by referring to dictionaries, books, ask someone, and consult with other people if you cannot find the meaning. However, I feel that for interpreting, there should be meetings in the future between interpreters and researchers in the Institute. Yes, as you say, before and after, in order to reach at least a common language. First, we should harmonize and coordinate the procedures, which is easy, but we need to work on the way to make the meanings understood to the interpreter. Again, it is easier in the case of translation. For instance, we have been working for a long time with a translator, a colleague working in the Bank. We assign him some fiqh documents for translation. He studied economics and translates from English into Arabic and mostly from Arabic into English, but he did not study Islamic jurisprudence. We both agreed that when he receives a fiqh document, we hold working sessions to read the Arabic text only, to ensure that he understood the meaning. I remember that he was requested once to translate Sharia standards and resolutions of the International Islamic Fiqh Academy of the Organization of Islamic Cooperation (OIC). Some resolutions are of a general nature, such as the routine communiques and the like, but there are also fiqh resolutions; others are related to medicine, which is easier. When the resolutions deal with fiqh, we take time to read the text together and make sure that he understands the meaning perfectly and then he proceeds with the translation. When he faces difficulty with any term and he cannot put it in a given context, we maintain our consultation. I believe that if this kind of cooperation is pursued in translation or interpretation, we may overcome some of the problems

we face and even avoid embarrassments. To be honest with you, sometimes problems emerge from this gap, and the Institute is the only one facing this problem. I mean that the other entities within the Bank do not have such a complex specialty. All other translations are ordinary, medical ones and others, for instance, are easier for the simultaneous interpreter, even without having the text he can interpret. However, given the specialty of the Institute, we need this kind of cooperation. The institute cannot say, for example, my sole responsibility is to send the text to the interpreter. Other times, interpreters cause embarrassment. We send them the texts, and at the last minute, they apologize and say, "I could not understand the lecture even in Arabic to be able to interpret it." Hence, cooperation may resolve such issues.

Researcher: Since the Institute is dedicated to research and interpreting, what can it provide to interpreters in terms of training, knowing that there are some programs for all the staff? I mean that this training may be mandatory for interpreters, as they work in this field, probably not permanently but often, is there anything to do to help them?

Expert B: This is a good project, and we have never thought about it before. However, I will introduce it to the director and the management because it will serve Islamic finance in general and interpreters here too if we try to design a training program with translators, in particular, those who translated general books related to Islamic finance or Sharia. We can design a training program for that purpose. It could be just thinking aloud for now. First, it can deal with the problems that the interpreter faces in order to draw some lessons and, then, we can have a session on interpreting methodology and so on. We could even use your help, as well as your colleagues, in designing the program. We will propose this program and try to implement it, God willing.

Researcher: Suppose there is a meeting on *maqasid al-Sharia* or Islamic banking services, would you rather have an expert in Islamic finance essentially, who has a command of both languages, or an experienced interpreter to whom you provide the terminology?

Expert B: On the practical side, we found it more useful to have the first one. This is the reason why I told you that here in the Institute; very often when we have the texts books or lectures on Islamic finance, and topics related to Sharia sciences such as fiqh, *maqasid*, *usul,* etc., we resort to colleagues who have studied these sciences and master two languages. This is much easier for us because we had many experiences, even with translation offices. When documents are referred to people, who are qualified translators but do not have any experience with economics, banking or Shariah if you send them the book you may have to retranslate it rather than revise it. For instance, we had texts on banking that were translated from English into Arabic, and we were requested to edit them. Sometimes, we were unable to do it for it seemed that they wrote in a language that is different from the Arabic language that you know. Hence, that is what I prefer, what we prefer, and it is currently the followed practice. We deem it better at this stage, as a transitional phase, until we can achieve what has been proposed now, i.e., have a translator specialized in one of the sciences. Our aim is that the translator/interpreter be specialized in translation/interpretation and at the same time in this field, and thus we will have a full-fledge translator/interpreter. For now, we resort to experts in economics and finance who have a good command of two languages at least, and that helps reduce many problems.

Researcher: In sum, there is a move towards cooperation between the Institute, Islamic finance experts, and interpreters.

Expert B: That is correct. Let us start with what we have, that is to say, the Institute. We establish a program, and if it proves to be efficient with in-house interpreters, we can extend it outside the bank, God willing.

Interview 3: Interpreter A

Researcher: As a freelance interpreter, does it make a difference for you or not to interpret in an institution or as free-lance when you are interpreting Islamic finance texts?

Interpreter A: Well it does make a big difference because whenever you are employee of a certain institution like the IDB, or any other one, you will always be thinking about your job. Whereas I will not be thinking about my job as an employee, but I will be thinking basically about the professional output; to what extent my contribution is adding something to the participants, to the Bank itself and to the meetings in general.

Researcher: I saw in your questionnaire that you did not have, let us say, a formal educational background in interpreting but you have a master's in translation. Now, how does your educational background or other background in other fields than interpreting enable you to cover interpreting assignments in Islamic finance?

Interpreter A: Well, there are two aspects to the question. Number one, academically speaking in a master's degree, fortunately enough, we had everything in terms of courses that covered both translation and simultaneous interpretation; the only thing we did not have was the practice. This is one point. The second thing is that when I started practicing simultaneous interpretation since 1986/87, I was very keen to focus on the professional aspect, and very honestly, I did not ask for money at that time. When I finished my Master's degree in 1990, I could feel that I had enough exposure to consecutive and simultaneous interpretation. At that time very honestly, and economically speaking we were not quite rushing to get money. So it was not difficult for me and my colleagues to accept jobs that were not really paying; and that was really a very big benefit for me because I could easily turn the theory I got during the master's degree into practice and that was the time when I discovered that I am really an interpreter and not only a translator.

Researcher: How living in a Sharia-governed country contribute to giving you a background necessary for Islamic finance?

Interpreter A: This contributed heavily to the knowledge I have since the country have been changed completely; from the so-called conventional secular law or laws into the fully-fledged Islamic Sharia law, which covered everything starting from the economic life up to the political life. This made it very difficult at the beginning for us to cope with the new terminologies that were introduced. This made it very important for everybody at least to know about the essence of Islamic financing because if you had to go the bank to deposit any sum of money, you had to deal with a new terminology, such as non-interest deposit, and all the other terminologies and that was a very important point. The second one and professionally speaking, I had to participate in so many meetings and seminars organized by so many financial institutions and banks, which delivered different conferences on Islamic financing.

Researcher: According to your experience, what is the basic norms for any interpreter performing in such field?

Interpreter A: By the nature of Islamic financing knowledge, a somewhat good knowledge of Arabic is very important because of the following. The basics of Islamic finance are all based on Islamic Sharia law and unlike other religions, Arabic language plays an important role in the principles of Islam; so without a somewhat good knowledge of Arabic no one can really understand what is going on. This is one point. The other one is about a comparative knowledge about Islam, because Islam is not only one practice that you can find everywhere. There is a high level of homogeneity and heterogeneity depending

on the regions, on the continents, on the cultures; and giving Islam only one name, one colour is another mistake.

Researcher: You should have a wide knowledge of different interpretations, different perceptions.

Interpreter A: Exactly.

Researcher: Thus, the interpreter needs to be always updated on the evolution of the field; it is not static linguistically speaking, in terms of terminology and even of content.

Interpreter A: Yes, you are right because if you take it from the Islamic point of view, Islam has got so many interpretations, and the evidence for that is that you have the four basic Islamic thoughts, I mean schools of Islamic thinking. These ones are not the only references because you are entitled to using your intellect as a Muslim in order to come up with better interpretations of the book and the practice; so with this understanding, you also can have your own contribution.

Researcher: Regarding institutions, do you think there should be rules for in-house interpreters, when they interpret Islamic finance, for instance, in the case of the IDB?

Interpreter A: I believe just like any kind of branch of translation or interpretation, Islamic financing, in Sudan we call it Islamic economy by the way, we do not call it Islamic finance, so this should be part and parcel of IRTI's disciplines. They should have something like a diploma or a certificate in SI covering Islamic modes of financing. This will make it really easy.

Researcher: In your opinion, who should set them? Is it all over the institution, or institutions, such as IRTI, which are providing research and training,

Interpreter A: I thought of IRTI simply because, from the institutional point of view, the IDB has already got this body, which in my mind could be ready to embody this kind of idea. However, it can be the Language Division or in any other that can be really in charge of this; but I do not have anyone specifically in mind.

Researcher: Based on your experience**,** what would you advise an interpreter who is not exposed to the topics of Islamic economics and Islamic modes of financing? How to prepare for such assignments?

Interpreter A: Well, as I said, some good knowledge of Arabic, some good exposure to different Islamic schools of thinking, plus a good exposure to conferences and meetings that deal with the subject. This could be the best means and ways. In addition to sitting down with the professionals, who are already working in certain institutions like the IDB and cooperating with other countries.

Researcher: Even if you are exposed to it, interpreting events are not similar. Every interpreting event differs. Islamic finance being a complex and dense field, thus, even if you are familiar with the topic, you might be faced with constraints. What kind of constraints are you faced with?

Interpreter A: Most of these are linguistic, because, as I said earlier, people everywhere in the world agree including the Muslims, on the fact that money must not sleep, it must grow, it must be used, and it must be circulated. If you take another part of Islam, which is zakat, you have this concept of using the money and collecting it from the well-to-do in order to be redistributed to those who do not have. So, the economic…theory of circulation of money is already there, but the whole difference is about the modalities.

Researcher: So this is a problem of concepts in linguistics. Now, if we talk of constraints, and if you were faced, let us say with linguistic, terminological issues, what are the strategies you use? For instance, do you go for transliteration and use the same term and then explain very shortly, knowing that interpreting is very sensitive regarding time?

Interpreter A: This is the heart of the matter. All of these scholars be them Arabic, speakers of Arabic, non- speakers of Arabic, this is where they have diverging opinion. Nowadays this is a concept that you may find almost everywhere.

Researcher: No, what I mean here is when you are faced with linguistic issues, terminological concepts that are very complex and either you cannot find an equivalent, or you did not understand what it meant for some reason, how do you cope with that?

Interpreter A: I do the following: Number one, simplifying the word by using very simple direct straightforward English or French sometimes. Number two, I depend on the audience; if the audience could get it, I will not bother about it, but if I do not know who they are, I will simply try to use and reuse most of these words avoiding the ones that can be quite controversial.

Researcher: Thus, you will use it literally as is, not translate it.

Interpreter A: Sometimes. In so many cases whenever I feel *musharaka* will be acceptable, I will just say *musharaka*, but if some other people do not understand Arabic, so I will say "*musharaka,* speculation" something like this. However, at any point of time, whenever I find it possible I draw their attention to the fact that use *musharaka* and not speculation.

Researcher: Thank you very much.

Interview 4: Interpreter B

Researcher: I would like to know if your educational and training background enable you to cover assignments related to Islamic finance topics.

Interpreter B: Basically, my training background, formal training background, if I go back to the years at school…at the translation school, we did not deal at the time with anything close to Islamic finance. Later on, when I was involved in translation of Islamic finance material, it was through the IDB. It was when I came here to the IDB, and there was no formal training even at the IDB with the exception of one three-day course where we had some basic information about Islamic finance in Arabic. Later on, I had the same course in English, although I would not say it was a complete, right, exact translation of the two training courses, but somehow it gave you an idea about the basic concepts of Islamic finance. Still, I would judge that was not enough. Therefore, that was the first exposure I had with Islamic finance. Other things came through personal efforts, and I still think that has never been enough.

Researcher: Do you consider that you are professionally exposed enough to Islamic finance topics or texts in your work?

Interpreter B: Well, working at the IDB yes, yes.

Researcher: Like in terms of percentage, how much would say?

Interpreter B: In terms of assignments, you mean?

Researcher: Yes.

Interpreter B: Well it is very difficult put it in terms of assignments because whenever you translate it may not be necessarily a meeting about Islamic finance. However, given that within the IDB all the meetings that we conduct are related to the business of the Bank and the Bank's work is Sharia-compliant, so in this sense somehow you have to touch upon things that are related to Islamic finance one way or another. The meeting may not have a title as Islamic finance, but when you are discussing, let us say, during a board meeting a project, that project is financed through *istisna'a* or *salam* or *mudaraba*, Islamic modes of finance, so somehow you are related to it. So yes, it is in the core of the translation type, interpretation type that we are doing.

Researcher: According to your experience, what are the basic norms for any interpreter performing in such a field, Islamic finance?

Interpreter B: Well it varies, because there are instances where we are called upon to interpret Islamic finance material wholly or partially during a meeting, and the audience is well versed in the field. Yes, there are experts of course in the field, but they do understand in their own language. Now, when you are interpreting, this calls for a minimum effort on the part of the interpreter because however, you render it, even if you are close to the meaning, the audience will complete the missing part and they will understand quickly. However, if you are interpreting to somebody in the audience who is not at all familiar with the subject matter, the job will be much more demanding.

Researcher: We will get back to that point, but before that, at institutional level are there norms for interpreting in general and specifically for Islamic finance Are there norms that are explicit in your institution for interpreting?

Interpreter B: No, there is no formal structure, which tells you this is what you are expected to do.

Researcher: When you interpret, do you take into consideration that this is what you would or would not say according to the fact that you are working for this specific institution? Does anything bind you? Are there explicit norms that would compel you to use a certain terminology or not or is it implicit?

Interpreter B: Well, usually given that we are working – I am talking about the IDB- when we are interpreting in a meeting; you expect for example that generally the audience is familiar with certain things. For example, there are certain modes of financing which we render into their Arabic version rather than attempt to find any equivalent in English for example. Why? Because we know that, these people are all familiar with the name in Arabic even if their language may be a different one. I would say that most people who work here know what *mudaraba* is, they know what *musharaka*, they know what *Salam* is, they know what *istisna'a* is, so when you are interpreting you use these Arabic words usually.

Researcher: Transliteration?

Interpreter B: Yes.

Researcher: What if it is a foreign audience?

Interpreter B: If the audience is a foreign one, you mention the name and give an approximate translation in the other language.

Researcher: Do you believe that interpreting as such should be governed by norms, that is, should the institution or other entity set norms for interpreting and interpreting Islamic finance to guide you?

Interpreter B: I do not know exactly what you mean by "norms".

Researcher: For instance, there are certain terms that you would not use. For instance, when we speak of Islam, there is no interest; it is interest-free. So when this term comes up, you should use maybe the word profit. That is what I am saying. To repeat my question, should the institution set the norms for you, for interpreting in general, and specifically for interpreting Islamic?

Interpreter B: In that sense, I would say yes, because just as you do in translation, for every organization you have corporate guidelines, you have corporate glossary of terms. If you do that for translation, it is also something that you should think about for interpretation. Let us say, you have even for different companies, competing companies, which produce more or less the same thing, they would call the same thing different names and they would prohibit their own employees or own documentation to use the words used by their rival, because although they may refer to the same concept each chooses a specific word which represents them, and everybody would tell directly that when this a word is used, they will know this company uses this word. So the same would be something closer to this. There are different translators sometimes, organizations all work to compile glossaries, and there are even now electronic means to do that, which help everybody agree on what terms, can be used. In addition, even you have prohibited words within your glossary, which would tell you, "No you do not use this word." The example you cited is of interest, for example, we know that interest does not exist in Islamic finance, so you should find another word to replace it like mark-up or margin or spread, it depends on the situation; but you cannot say interest because interest is against the principles of Sharia by which the IDB abides and this way you can have prohibited words that you do not use, words that are approved. And these words mean that they have gone through a process of approval within the Organization, within the Language division of the Organization, and this way they can be used as approved. You can have another terminological item that can be used, that can be optional, so it depends. Yes, you need norms in this sense, in the form of a glossary, a glossary that everybody agrees on and can be used.

Researcher: Who should be setting those norms, according to you?

Interpreter B: Those norms should be arrived at in a participative way. That is, the basic material can emanate from translators, but there has to be somebody who will have the final word.

Researcher: To validate it?

Interpreter B: To validate it, yes. Somebody with the necessary knowledge should do it.

Researcher: If you were advising someone who is not familiar with Islamic finance topics, or who is new to the field of interpreting, what would you tell the person about the way to prepare for the assignment? How do you prepare for your assignments?

Interpreter B: I would say there are three levels for preparation. First, and this is something that should come early on, as early as possible, when a person joins an organization - I am talking here about in-house interpreters - a formal training should be organized by the management or by the HR and conducted by practitioners in the field, preferably bilingual, and this should be mandatory for all interpreters. It should come as early as possible, not only for Islamic finance but in all the fields where this Organization works. For example, in our case, the areas involved should at least include Islamic finance, insurance, audit, banking, etc., all these areas should be covered so that interpreters can be familiar with the subject matter beyond the language component. That is one level. The other level is personal advance or personal development from each interpreter on their own. They should be reading material in those languages and knowing more about the subject matter, so that is a constant endeavour. The third level is when a meeting comes up. Normally you should have notice of that meeting, especially if it is an important one, have the material necessary. At least, at least you should be informed about the theme so that you can do your research and prepare yourself for that meeting. So there are here, as I said, three levels. One that is the responsibility of the organization itself; a second one is a permanent self-development; and the third one is preparation for each meeting the same.

Researcher: As you know, there is no such thing as **one** interpreting event. Every interpreting event is different. You may prepare for it, research for it, but once you are in the booth, because of different factors, you might face constraints. What would you say are the constraints of interpreting Islamic finance topics?

Interpreter B: Well as you said, yes, every meeting is unique, and you cannot generalize, but people must take it in terms of accumulative process. Because the more meetings you conduct, the more preparation you make and this adds up. So, if I have a formal training in a subject matter, I am doing my personal development exercises on a regular basis, and I prepare for each meeting that crops up. Then, let us say over a couple of years, maybe three or more, I should be in a better position to face those incidents or challenges that may crop up during a meeting as speed or improvisation. As we said, if the audience is familiar with the subject, they will need a little effort on the part of the interpreter and the interpreter will need little effort to convey the meaning. If the audience is not familiar with the subject matter, then it is much more difficult for them and much difficult for the interpreter to convey the meaning.

Researcher: When you are faced with constraints, let us say linguistic constraints, the use of terminology or such, what strategies do you use when you are faced with that?

Interpreter B: Given this specific area and knowing that your audience within the bank are a Muslim audience, they are familiar with many of the words that we use in Arabic and in the field. So, if you do not know exactly the equivalent of that word in, I mean in Islamic finance, it is a terminological item

here, if you are not familiar with it, you can render it in Arabic as is. This is one way of doing it. Sometimes you try even to complement that with further explanation if you can, and this also works for if there is somebody in the audience who is not a Muslim or who is not familiar with Arabic. One other strategy that you can use, and this may also apply to other areas, is to try to get just the gist of what they are saying rather than go into the details of every single word uttered by the speaker, and this way you will find it even more challenging. You get just the gist of what they are saying. Like, when sometimes a speaker is speaking, this will just go from the whole speech or the whole chunk of the speech will be prophet sayings followed by Qur'anic verses.

Researcher: Would you translate it or not?

Interpreter B: Usually you do not, or you may. For example, you cannot venture to translate a Quranic verse just on top of your head, but you would give a meaning: "This qur'anic verse talks about the prohibition of riba" or "This prophetic saying talks about the prohibition of riba"; but you cannot give in to every single word unless you know, but it is very difficult. The added challenge would be the speed, the speed of the speaker.

Researcher: Would you, before the meeting, try to speak to the speaker about speed, so that there is some communication between you to make the interpretation process easier for the interpreter?

Interpreter B: In fact, I have never tried this, but instead of me or instead of the interpreter going to the speaker to talk them about this item, I would rather have the problem solved more formally, that is, talking to the organizers themselves. This way I think it should be better, and they will convey whatever constraints to the speaker. They will tell them about the speed, speak about the simplicity, maybe about the need to provide the notes of their papers, of whatever they want to talk about, or maybe even tell the speaker a few things about the uses of PowerPoint and other visual aids. So, these are things that maybe, to answer your question this way, we just need to talk in a formal way to the organizers, and the organizers will take charge of talking to every speaker.

Researcher: I know that in your institution you have a dedicated research and training institute that provides services in Islamic related fields and mainly finance. Have you tried to benefit from their services?

Interpreter B: Well they were the ones, as I said, behind the training courses that were organized in Islamic finance a few years ago, but other than that no.

Researcher: How do you think you can benefit and they can benefit? How can you benefit from their services, also they can help you improve?

Interpreter B: Well again, as I said, there has to be more communication and this should be done through the HR. They could organize, just as the other affiliate institutions of the IDB, those for example in charge of private sector or insurance or other areas. I think it is better for them to organize training sessions in their subject matter, because the ultimate goal is for their publications to be translated in a good way, for they need things to be conducted successfully, so we have to cooperate. They have experts in the field. Some of them may volunteer to provide us with training lessons, training courses we can attend, and this way we understand much more of the content and they get closer to the language constraints; and certainly there are even people who are maybe within their departments who have a better grasp of the languages that we translate into and we can communicate better with them this way. So I think communication, more communication and in a formal way.

Researcher: So, you are encouraging such initiatives from your department with that Institute.

Interpreter B: Absolutely, because we are here with a service department, every other department that we serve we should establish formal links with them and get to communicate with them.

Researcher: Thank you very much.

Interview 5: Interpreter C

Researcher: Do you think that your educational and training backgrounds enable you to cover assignments related to Islamic finance topics?

Interpreter C: Very much so. Very much so. I wanted to emphasize that because I consider myself comparatively very well founded in Islamic studies. Because apart from my initial degree, I also have a degree from another university in Islamic studies. I have translated a lot of Islamic texts including *fatwas*, *fiqh*, educational courses for universities, books. I have done a substantial amount of Islamic translation, not so much in interpretation but it definitely has given me the groundwork that I need to manage in the interpretation booth when it comes to Islamic text in general and accordingly Islamic finance – but that is not so effective- but I did take an Islamic finance course when I came here in the IDB.

Researcher: With that background, what would you say are the basic norms for interpreters who have to interpret in this field?

Interpreter C: That should be placed?

Researcher: No.

Interpreter C: There are no norms currently. I do not know of any norms for interpreters.

Researcher: What are the basic requirements, then?

Interpreter C: There must be a minimum acquaintance with Islamic culture, not only text but also spirit. The spirit of how scholars of fiqh and other Islamic sciences speak, how they speak. They speak in not a typical language. They have expressions; they have ways of exchange. Of course, they have terms, but that is natural for any field. However, it is different, it is unique, and for someone actually to interpret effectively, he must have a minimum level of acquaintance with this special not only lingual but discourse in general. Also, some studies of the principles, the basics of how for example when you are talking about *fiqh*, which is intertwined with Islamic finance in many cases, that is essential, how *fatwas* and *fiqh* decisions and resolutions are derived; what is the evidence, what are the factors of making a decision; and, then, how do they express them; how do they express the decisions; how do they express the rationale?. Also, when you go to Islamic finance, you have be aware of the fact that you cannot pull an interpreter from the market and put him in a booth and definitely to ask him to translate Islamic text in general or speech and Islamic finance as well, of course. That would not be fair, it would not be effective and it would not be of any quality, and not up to the expectations.

Researcher: So it is not only being versed in Islamic finance, Islamic principles and Islamic culture, Islamic other different fields like finance.

Interpreter C: Just all fields of the science.

Researcher: So it is not only being a good Arabic speaker? Language is a must.

Interpreter C: Of course, but that applies to any translator or interpreter in any field. Knowing two languages does not make either a translator or an interpreter; definitely, it takes more than that, much more than that.

Researcher: Given your experience, do you consider that you are professionally exposed enough, in this institution, to Islamic finance interpreting assignments?

Interpreter C: You mean if I had not brought in my experience before joining would I have been able to cope? No, I think I accumulated the experience I am applying to translate and interpret at IDB before I joined the IDB definitely.

Researcher: But are you in the IDB exposed enough?

Interpreter C: No.

Researcher: Not as much as before.

Interpreter C: Because most of the texts and discourse that we interpret is not really.... It is more like business and economy and finance.

Researcher: You mean you need to be more exposed.

Interpreter C: Definitely.

Researcher: At institutional level, at your work, are there norms - explicit or implicit- for interpreting in general and specifically for interpreting Islamic finance texts?

Interpreter C: Not that I know of. It is usually use your common sense. Some advice here or there, maybe some comments; but otherwise, well-documented norms, standards we lack that.

Researcher: When you say you are using your common sense, can you give me an example of what you do or do not do?

Interpreter C: Like when you start to understand how things are done Islamic finance in general and at the IDB in particular, you will know that, for example, transactions that are like leasing and profit sharing, we do not say profit sharing, we say *murabaha* because it is known as such. It is known that it is the form of Islamic transaction *Salam*; we do not say interest, of course; so you start acquiring those if you have them before joining well and good, if not someone should orient you; but to find something documented like that, no it is mostly common sense.

Researcher: If you are terms such as *Salam*, *murabaha*, *mudaraba*, this is transliteration. What would you do if you have in the public non-Muslims or people who are not specialized in Islamic finance? How would you deal with that?

Interpreter C: That actually happens, but in that case it should not be the role of the interpreter but rather the role of the speaker who is aware, definitely, of the presence during the event, of people who are non-Muslims or not familiar. They do not have to be non-Muslims. Many Muslims are not familiar with *murabaha*, *mudaraba*, *Salam*; many people do not know what *Salam* is. So knowing that there is interpretation at his speech or her speech, they should be aware of that and some speakers are aware of that. Some speakers are aware that the translation might not map one to one directly to familiar terms in the target language, so they will alert, give a note, and say this is what it is and this is what we call it in our field. But otherwise, it is not the interpreter's job. It would not be the job of the translator or the interpreter, but mostly on the interpreter's part because of the obvious time constraints.

Researcher: This is at the level of the speaker you said. At your level, how do you prepare for such assignments? For example, if you are advising somebody who is going to start interpreting in that field?

Interpreter C: At the speaker's level?

Researcher: No at your level. How do you prepare for such assignments?

Interpreter: Well, as I said, in the beginning, you have to read, you have to expose yourself to videos, lectures, seminars on the topic, preferably, if there are subtitles. Or, better to take notes while hearing those recordings or to read those texts and then checking with someone who is more experienced, to first of all get the terminology and, second, get the concepts; or let's say concepts first and then the terminology. So in the absence of ready standards and references, there has to be more homework at the individual level. You have to do a lot of personal endeavour to pick this whole thing up, consult with other experienced linguists and accumulate.

Researcher: Even with your experience, because being in the field for quite a time and you have got an educational background and knowledge, you know there is no such unique interpreting event, because every interpreting event is different because of the speaker or the text or topic, even if it is the same topic. Now, what would you say are the major constraints that you were faced with interpreting Islamic finance?

Interpreter C: Well, I would not say constraint, but I would say requirement. I must, in this kind of event and function, I must have some documentation beforehand and study it and analyse it. I even - one time, there was one of these lectures about *maqasid*, I saw the presentation and I took my notes, went, and met with the speaker before the lecture to discuss things with him. Therefore, you cannot walk in just like that to the booth unprepared, you cannot. So I would not say constraint, but if that requirement is not met, it would definitely be not a constraint but an obstacle.

Researcher: Are there specific strategies, for instance, let's say the speaker decided to change or to use another terminology, a term that was not in the original document or something when you are faced with such a situation what kind of strategy do you use?

Interpreter C: It depends. If this is a surprise, it depends. I have to analyse very quickly, if I had anything in the back of my mind that would serve the purpose for them fine, maybe I would resort to transliteration, maybe I will resort to quick explanation, it depends – it is a case by case situation.

Researcher: Explanation

Interpreter C: Yes, very quickly.

Researcher: In your institution, you have a research and training institute, yes, the IRTI that provides services in Islamic related fields such as Islamic finance, have you benefited from their services before?

Interpreter C: Not as a linguist but as an employee, yes; because one of the courses they hold is called Islamic finance basics, I think, and then they have the intermediate level and advanced level. So, not directly as a linguist let me say, but it was useful in terms of concepts; and then in my discussions with the lecturers, I of course benefited as a linguist as well. Because it is not enough, even if you have translated or interpreted in Islamic contexts before joining, you know more than I do, that each organization will have its own set of terms, so you will be acquainted. So, I got acquainted more with the language used in IDB here, and through the discussions as well I found out most of it was useful.

Researcher: Now, how can that institute help improve the work of the interpreter?

Interpreter C: Perhaps it should be our initiative to approach them, I believe, and discuss with them ways we can meet, let us say hold a workshop, for example, specifically designed they would have their experts from their side, we would have our linguists. We would raise issues. We would prepare

beforehand. They would perhaps give us an initial orientation. We could refer to documents or lectures that we have worked on before and found difficulties and use those as starting points for intense discussions and brainstorming, in an attempt to come out of that with a set of standards and terms.

Researcher: Thank you very much.

Appendix C: Consent forms

PARTICPATION CONSENT FORM: MA RESEARCH – Norms of interpreting Islamic finance in institutional contexts (Interpreter)

To whom it may concern

I hereby consent to my participation in the research being conducted by Aichatou SY towards a masters in interpretation at Wits University. The methods, objectives and benefits of the research have been explained to me and I understand how the study will be conducted and what my involvement will be.

In summary:

- I will not be paid for participating in the research and can withdraw at any time.
- I agree to participate in the interpreting session, and in completing the questionnaire and unstructured interview. My participation will take 50- 60 minutes to complete
- I have read this consent form and the information it contains and had opportunity to ask questions about them.
- I agree to my responses being used for education and research on condition that my privacy is respected.
- I understand that my personal information will be kept private and any report or presentation of the data will not reveal specifics of myself.
- I understand that I am under no obligation to take part in this project.

_____ _____

Signature Date

Name:

Country:

PARTICIPATION CONSENT FORM: MA RESEARCH – Norms of interpreting Islamic finance in institutional contexts (Islamic finance expert)

To whom it may concern

I hereby consent to my participation in the research being conducted by Aichatou Sy towards a Masters in interpretation at Wits University. The methods, objectives and benefits of the research have been explained to me and I understand how the study will be conducted and what my involvement will be.

In summary:

- I will not be paid for participating in the research and can withdraw at any time.
- I agree to participate in the research that will be conducted via one direct 30-45 minute interview.
- My personal information will be kept private and any report or presentation of the data will not reveal specifics of myself.
- I agree to my responses being used for education and research on condition that my privacy is respected.
- I have read this consent form and the information it contains and had opportunity to ask questions about them.

_____ _____

Signature Date

Name:

Primary Role:

Industry:

Country:

PARTICIPATION CONSENT FORM: MA RESEARCH – Norms of interpreting Islamic finance in institutional contexts - Recording (Interpreter)

To whom it may concern

I hereby consent to my participation in the research being conducted by Aichatou SY towards a masters in interpretation at Wits University. The methods, objectives and benefits of the research have been explained to me and I understand how the study will be conducted and what my involvement will be.

In summary:

- I will not be paid for participating in the research and can withdraw at any time.
- I agree that I be audio-recorded while interpreting and being interviewed.
- I have read this consent form and the information it contains and had opportunity to ask questions about them.
- I agree to my recording being used for education and research on condition that my privacy is respected.
- I understand that my behaviour and communication will be observed only as part of the capture and analysis of my data, and will not be used to report to the Bank on the quality of my performance.
- I understand that my personal information will be kept private and any report or presentation of the data will not reveal specifics of myself.
- I understand that I am under no obligation to take part in this project.

_____ _____

Signature Date

Name:

Country:

PARTICIPATION CONSENT FORM: MA RESEARCH – Norms of interpreting Islamic finance in institutional contexts - Recording (Islamic finance expert)

To whom it may concern

I hereby consent to my participation in the research being conducted by Aichatou Sy towards a Masters in interpretation at Wits University. The methods, objectives and benefits of the research have been explained to me and I understand how the study will be conducted and what my involvement will be.

In summary:

- I will not be paid for participating in the research and can withdraw at any time.
- The research will be conducted mainly via one direct 30-45 minute interview.
- I understand that as part of the research methods being used in this particular research, the interview will be audio-recorded and transcribed by the researcher, for record keeping purposes to improve the accuracy of the subsequent analysis.
- I have the option to review a copy of the transcript and request any data to be removed if required.
- My personal information will be kept private and any report or presentation of the data will not reveal specifics of myself.
- I agree to my responses being used for education and research on condition that my privacy is respected.
- I have read this consent form and the information it contains and had opportunity to ask questions about them.
    - I agree to the interview with myself being recorded.
    - I do not agree to the interview with myself being recorded.

_____ _____

Signature Date

Name:

Primary Role:

Industry:

Country:

Appendix D: Transcripts of the video recordings and interpretations

Unprepared text: "Contemporary financial transactions" by Dr. Mahmoud Al Khodeir

Original Arabic text

بعض البنوك عندها صناديق ودائع أو خزينة فأنت تأتي بمالك وتدخله في الصندوق وستأخذ عينه فهذا موضوع على سبيل الوديعة 01 · إذا .....من.....أه..... من الأخطاء الشائعة أن يسمى الحساب الجاري مثلاً وديعة تحت الطلب أو وديعة في الحساب الجاري هذه ليست وديعة ولكنها من باب القرض من باب القرض 02 · هذا القرض إما أن يكون قرضاً حسناً وإما أن يكون قرضاً ربوياً محرماً / فإذا كنت أعطيته المال ولم أشترط عليه زيادة لا شرطاً لفظياً ولا ضمنياً عرفياً فهذا قرض حسن/ إذا كنت أشترط عليه أن يرد المال بزيادة فهذا قرض ربوي 03 · نحن نحتاج أن نعرف الفرق بين هذا القرض الربوي المشترط فيه الزيادة وبين الاستثمار الشرعي المباح 04 · خذوا هذا المثال/ لما نقول دفتر التوفير في البريد دفتر التوفير في البريد 05 · الإنسان يضع جزءاً من المال في هذا البريد وأصحاب البريد يأخذون المال ويتصرفون فيه وهم ملتزمون برد عينه أو بدله؟ برد بدله / إلى هنا هذا ينطبق عليه تعريف القرض / وهل يردون بدله مساوياً أو بدله وزيادة؟ يردون بدله وزيادة إذاً هذا قرض بزيادة / فيقول بعض الناس لا هذا استثمار إن دفتر أو إن البريد سيستثمر المال 06 · فنقول حينئذٍ إن الاستثمار في شريعة الإسلام له شروط 07 · 08 هل هو مضاربة؟ هل هو شركة؟ هل هو استصناع؟ هل هو سلم؟ من أهم الشروط المفقودة في مثل هذه العقود، أولاً لا بد أن نعلم طبيعة الاستثمار وأنه يُستثمر في أوجه مباحة، أن نعلم أنه يُستثمر في وجه مباح / أما إذا كان البريد سيأخذه ويضعه في بنك ربوي ليأخذ الفائدة ويعطيك جزءاً منها فلو فرضنا أن استثمار فهو استثمار محرم · أيضاً هذا الاستثمار في الشريعة لا بد فيه من الاتفاق على نسبة من الربح 09 · أي استثمار أي نوع من الشركة مضاربة أو غيرها فإنها تكون فاسدة إذا لم يتفق الطرفان على نسبة من الربح 10 · الشائع عند الناس أنهم يقولون البنك الربوي هو الذي يحدد وأن الإسلامي فلا يحدد هذا كلام لا أساس له 11 · المعاملة الإسلامية فيها تحديد والمعاملة الربوية فيها تحديد والفرق بينهما دقيق وواضح 12 · في المعاملة الإسلامية لا بد من اتفاق على نسبة من الأرباح التي هي في علم الله عز وجل / يعني يقال لك ضع المال عندنا نحن سنضارب به سنتاجر به ولك 6% من الأرباح التي لا أحد يعلمها التي ستأتي 6% من الأرباح13 · في المعاملة الربوية أنت لك نسبة من رأس المال الذي دفعته لك 6% من رأسمالك / وهذا يعني أنك تعلم عدد الجنيهات التي ستأخذها14 · يعني مثلاً رجل أتى بـ100.000 وأعطاها لدفتر التوفير دفتر البريد أو إلى البنك الربوي / البنك يقول له نسبة فائدتك أو ربحك أو عائدك 6% من ماذا / من الـ100.000 من رأس المال من رأسمالك إذا 100.000 إذا كم سأخذ 6000 القضية محسومة 15 · البنك الإسلامي أو الشركة الإسلامية أو الشخص المسلم سيقول لك نعم أنا سأعطيك 6% من الأرباح / هذه الـ6% من الأرباح قد تصل إلى 6000 أو 8000 أو 1000 أو 2000، واضح الفرق هذا؟16 · إذاً نحن في المعاملة الإسلامية لا بد أن نحدد / الفقهاء يقولون إذا لم تُحدد هذه النسبة الشائعة من الأرباح فالمضاربة فاسدة والشركة فاسدة 17 · الشرط الثالث وهو مفقود أيضاً أنه في المعاملة الشرعية للاستثمار المباح من مضاربة من شركة عندنا لا ضمان لرأس المال / لا ضمان لرأس المال / البنك أخذ منك المبلغ ليتاجر فيه ليضارب فيه وهو أمين / المضارب يده يد أمانة وسنبين الفرق بين اليدين 18 · أمين على هذا المال هو أمين هذا المال فلا يضمن إلا بالتعدي أو التفريط / فرط في حفظه تعدى وتجاوز الشروط المتفق عليها / قلت لعامل المضاربة لا تسافر سافر بالمال فهلك 19 · أما أن يقول لك البنك مالك مضمون ستأخذ الـ100.000 مضمونة مع الزيادة والزيادة التي هي من رأس المال/ فهذا ماذا سيكون في الشريعة؟ ماذا سيكون؟ كيف سنكيفه إذا قال لك الـ100.000 مضمونة وستأخذها وفوقها كذلك زيادة محسوبة من رأس المال يعني الـ100.000 ستأخذها 106000 / فماذا يقال في هذا؟ ماذا يسمى؟ هذا يسمى قرضاً ربوياً 20 · إذاً نحن في هذه المعاملات الربوية دفاتر التوفير وسيأتي معنا شهادات الاستثمار وحسابات التوفير في البنوك الربوية / في الحقيقة إن الشروط الثلاثة المشترطة لشرعية الاستثمار مفقودة 21 · الشرط الأول أن يكون وجه الاستثمار مباحاً أن يُستثمر المال في أوجه مباحة / وهذا مفقود مفقود أو مجهول لا نعلم أين يستثمرونه 22 · الشرط الثاني أن الاستثمار المشروع لا بد أن يتفق فيه على نسبة معلومة شائعة من، من ماذا؟ من الأرباح التي هي في علم الله وليس من رأس المال / الشرط الثالث في الاستثمار المشروع أن رأس المال لا يكون مضموناً / إذا ضمن وقال سأؤديه لك ومعه زيادة فهذا قرض بزيادة أخذ مالاً والتزم برد بدله مع زيادة فهو قرض ربوي 23 ·

Back Translation

01 Some banks have deposit boxes or safes, where you would place your money in the box and then retrieve the same physical cash later on / That would be a deposit · 02 Hence .....It is..... uh it is a common mistake to call a current account, for example, a demand deposit or deposit in a current account / It is not a deposit, it is a loan, it is a loan · 03 Such a loan would either be benevolent or a prohibited *riba*-based loan / If you give money without stipulating, explicitly, implicitly, or by virtue of custom, an increase in the repayment , then, that would be a benevolent loan / If you stipulate increased repayment, then that would be a *riba*-based loan · 04 We need to know the difference between such a *riba*-based loan with stipulated increased repayment and Sharia-permissible investments · 05 Take this example / When we say a post-office's savings account / a post-office savings account · 06 A person would deposit an amount of money and the post officials manage it / Would they be obliged to return the same banknotes that were deposited or equivalent ones? They would be obliged to return equivalent cash / So far, the definition of a loan would apply here / Would they return the equivalent of exactly the same amount or more? They would return more than the equivalent / Some people say no this is an investment, the post savings account, the post officials would invest the money · 07 We respond in that case that Islamic Sharia has set conditions for investment · 08 What type of investment is it ? Is it *mudaraba*? Is it *musharaka*? Is it *istisna'a*? Is it *salam*? One of the most important conditions that are missing in such contracts is that, first of all, we need to know the nature of the investment and that it is made in permissible channels / If the post office deposits it in a *riba*-based bank in return for interest, and give you a part of it, then that would be an illicit investment · 09 Also Sharia requires an agreement on the shares of profits in investment · 10 Any investment, any form of partnership be it *mudaraba* or otherwise would be invalid if the parties do not agree on the profit-sharing percentages · 11 It is commonly said that *riba*-based banks define such percentages whereas Islamic banks do not / which is a totally unfounded statement · 12 They are defined in the Islamic transaction and in the *riba*-based transaction, but the difference is precise and clear · 13 In the Islamic transaction, there must be an agreement on a profit-sharing percentage which is known only to Allah / i.e. they tell you "Deposit your money with us and we will use it for *mudaraba* or trading and you will receive 6% of the profits" / Nobody knows of the profit that would be generated / 6% of the profits · 14 In the *riba*-based transaction, you a have a percentage of the capital 6% of your capital / which means that you would know the amount of money you would be receiving · 15 For example, a person would deposit 100,000 in a savings account, posts saving account or a *riba*-based bank account / The bank would state that your percentage of interest, profit, or return is 6%, of what? 6% of the 100,000 capital, your capital / Thus, how much you will receive? 6,000 / It is a settled matter · 16 As to the Islamic bank, the Islamic company, or the Muslim individual, they would tell you that they would give you 6% of the profit, which could reach 6,000, 8,000, 10,000, 2,000 / Is the difference clear? · 17 Thus, in Islamic transactions we must determine / Scholars of Fiqh stated that failing to determine this common percentage of profit sharing renders the *mudaraba* invalid and the partnership invalid · 18 The third condition that is also missing is that in Sharia-compliant investment transactions, there is no guarantee for the capital, no guarantee for the capital / The bank takes the money to use it for trade or *mudaraba* as a trustee / The *mudarib* has a trusteeship capacity and we will explain the difference between the two · 19 As a trustee, being a trustee of this money, indemnification is only applicable in cases of wilful misconduct or negligence / If the trustee does not duly preserve the money, transgresses or breaches the agreed terms / such as in a case where the *mudarib* is told not to travel with the money yet he does travel with the money and it is lost · 20 If the bank tells you that your money is guaranteed / the capital amount of 100,000 would be guaranteed along with the increase, the increase yielding from the capital / How would such a case be called in Sharia? What would it be? How are we going to adapt this? If it tells you that the capital of 100,000 is guaranteed to be returned, as well as a calculated

percentage of the capital, i.e. you will receive 106 / What do we say about this? What do we call this? We call this a *riba*-based loan · 21 Hence, in such *riba*-based transactions, savings books, including investment certificates, and savings accounts in *riba*-based banks, actually, the three conditions for Sharia-compliance in investments are missing · 22 The first condition is that the investment should be utilised in permissible channels / The money must be invested in permissible channels / And this is either missing, missing unknown / We don't know where they will invest it · 23 The second condition is that the Sharia-compliant investment should include an agreement on a specific and common percentage, of what? Of profits which are only known to Allah and not of the capital / The third condition for a Sharia-compliant investment is that the capital is not to be guaranteed / If the capital is guaranteed and the bank says I will return it along with an additional amount / then, that would be a loan to be repaid in excess, that is to say, a *riba*-based loan ·

Transcribed interpretation

Interpreter A:

01 Some banks have got certain uh deposit funds or treasure treasuries / So you deposit your bank your money in the fund and you will get uh uh it in kind I mean the same amount as you have deposited it / So one of the common mistakes is that a current account is being called a deposit and demand or request / This is not a deposit, in fact it is just a loan, it's a *qard* · 02 So this kind of *qard* or loan can be a good loan or *qard hasan* or a *riba*-based loan and it is illicit in this case / So if I give him the money without putting an incremental condition, implicitly or explicitly, this is a good loan/ So if I put a condition that he would repay the loan with an increase, this is *riba*-based loan / So we need to know the difference between this kind of loan, this *riba*-based loan on uh uh where there is a condition of increase and the uh Sharia loan investment uh uh uh uh hum propositions / Let's take this example / Let's wa uh let's talk about the savings ah account or the savings hum book in the postal service · 03 We deposit part of our money in this uh the postal service who take it and use it and they are fully committed to repaying it in kind or in another form / and this why the definition of *qard* or loan is applicable they can completely pay as it is with an increase / So this a loan with an increase / So some people say no this is an investment because the postal service will invest it · 04 So we say in this case the investment in Islamic Sharia law has got conditions · 05 What is the kind of this investment? Is it *mudaraba*? Is it *istisna'a*? uh *musharaka*? Is it Salam? One of the missing conditions which are important in this kind of contract or oqud is that we should know about the nature of this investment and that it is one of the accepted forms according to Sharia law or halal / So if the serval the postal service take it and use it in a *riba*-based uh uh and would take the benefit uh the profit uh uh even if it is investment it is illicit it *is muharram haram* · 06 So according to Shariah law, there must be an agreement on a certain ratio of profit · 07 Whatsoever investment or what uh uh whatsoever kind of *musharaka* or *mudaraba* uh partnership will be totally corrupt if the two parties did not agree on the ratio of profit · 08 What is common for many people is that they say that riba-based bank is the one who decides and Islam doesn't / This is baseless · 09 The Islamic transaction or *muamalat* has got its own uh uh definitions and the *riba*-based one has got its own definitions / The difference is clear and precise In the Islamic one there must be an agreement on certain ratio of profit that is only known by the Almighty Allah / You are being told put your money with us / We will use it, we will speculate with it, we will do *Mudaraba* with it and you would be given 6% of the of the profit uh that no one knows / that will come / you get 6% · 10 In the *riba*-based ser transaction uh you will get a ratio of the capital you've paid / You will get 6% of your of the capital / which means that you know about the number of pounds you will get · 11 For example, let's say there is someone who paid 100,000 and he deposited this money in the savings account in the postal service / The bank tells him for example that your profit margin will be 6%, of what? Of course from 100,000 which is the capital that you have paid / So how much will sh shall I get? 600 6,000 / This is clear / So the Islamic company or the Muslim person will say to you "Yes I will give you 6% of the profit of the ribh" / So this 6% might go to 6,000 or 10,000 or 2,000 / Can you see the difference · 12 So in the Islamic transaction *muamala*, we must be quite clear / The scholars say if you don't define this common percentage of profit / then the *mudaraba* will be illicit corrupt and the company uh the the partnership will be or the *musharaka* will be illicit too / The other one is that in the Islamic transaction in terms of *mudaraba* and so on carried out by a certain company, there is no guarantee for the capital or on the capital / So the bank got the money and used for trade purposes *mutajara* / So the trader is considered to be honest and we will display the difference between the two / So the bank is honest and uh uh will be entrusted to do this / and if it does not respect this trust it will uh uh be acting differently · 13 So if the bank tells for example your money is guaranteed, you will get the 100,00 with an incremental ratio from the capital with / How do we qualify it in Sharia law? Haahh If you have been told that the 100,000

is guaranteed plus an increase that is calculated from the capital, so you will take uh uh uf the 100 you will take it 106 / How do you qualify it? How do you call it / This is called a *riba*-based loan or *qard* · 14 So consequently, within this context of *riba*-based transactions be it investment certificates, or a saving accounts in the *riba* based banks, indeed the three conditions that have been set uh in order to have this uh uh uh ah transaction have been Sharia-based are missing · 15 Number one, the first condition is that it should the money should be invested in uh unh uh in licit in licit uh uh uh purposes and this is missing / Number two the Sharia-based investment is that people should agree on a certain ratio, well-known ratio, from the profits that the Almighty knows and not from the capital / The third one in the Sharia-based investment is that the capital is not guaranteed / If it is going to be guaranteed and you have been told that you will be given that capital with an increase that is uh uh an incremental loan / So you will be given this plus an increase and this is a *riba*-based loan ·

Interpreter B:

01 Some banks have their funds or uh bonds/so you take that money and put it in a fund and then you take uh the the *ayn* ..... So this is called uh this is the uhhh the explanation of *wadi'ah* · 02 It's commonly ..... A current account is / a current account is not a *wadi'ah*, it's not a deposit in this case but is a loan given to the bank · 03This loan can either be a free interest loan or it can be an interest loan, which is prohibited / So if I provide the money without making a condition of getting an increase neither verbally nor implicitly / then this is a free interest loan or a *qard hasan* / if we if w we provide the loan on condition an increase then that is *riba* or that is interest · 04 We need to understand the difference between this type of interest loan, where there is a condition of increase, and the permissible investment · 05 We need to know the difference between the two · 06 Let's take this example ..... / When ..... When we talk about the savings account in the post office.. · 07 uh a person may deposit um an amount of money in the post office and the post office start take that amount and use it and uh committed to returning the *ayn* or something in return for it, /So ..... so this is... so did they pay repay it as the same amount or with something in as an increase? So they pay something with an increase /So you have here a loan repaid with an increase / So some people say this an investment, that is, the post office will invest the money / So we say here that investment in Islamic Shariah has a number of conditions · 08 What is this type of uh investment? Is it *mudaraba*? Is it partnership? Is it *istisna'a*? Is it *salam*? One of the main conditions which are not present, which are missing in such contract / First of all, we need to know the nature of the investment..... We need to know that the uh the a the money is invested in permissible areas of investment / But if the post office is going to take that money and put in uh a in an interest bank to perceive part of the profits and give you part of it then this a not this a prohibited investment, this is haram / So this invest or investment in Sharia must necessarily include an agreement on a portion of the interest of of the profit / I am sorry · 09 So any investment be it *mudaraba* or otherwise is invalid or null and void if the two parties do not agree on the sh profits uh shared / It's common among people to say that a conventional loan a conventional uh bank sets a an amount and the Islamic bank doesn't / This is baseless of course · 10 Islamic transaction involves defining the share and also the conventional bank / The difference between them is thin there · 11 In the Islamic transaction, there has to be an agreement on a proportion of the profits, which only God knows / So you are told, for example, you can deposit the amount the the amount with us and we will use reinvest that money and will perceive 6% of the uh of the profit which only God knows / So you will get 6% · 12 In the in the interest transaction interest-based transaction, you have a proportion of the capital, that is you have 6% of your capital / which means that you know exactly the amount of money that you will take · 13 For example, uh somebody uh uh brings 10,000 and provides it to the post office savings account or to the conventional bank or interest based bank/ then the bank tells them that the uh the share

of your interest or profit is 6% of your of the 100,000 that is your capital that you provided ? So eventually the amount will be 6000, So it's known in advance · 14 The Islamic bank or the uh ...will tell you that yes I will give 6% of the profits so this 6% may be 60000, 8,000 10, 000 or 2,000/ so you see the difference here /So in the Islamic transaction has to be defined and scholars say that if this share is not defined then the *mudaraba* transaction is not valid and the partnership is not valid · 15 So you see the difference here? So in the Islamic transaction we have to define / And scholars say if the if this share is not defined, then, the *mudaraba* transaction is not valid and the partnership is not valid / Now the second condition here which is also missing is that in the Shariah-based transaction such as *mudaraba* or partnership we say that there is no guarantee for the capital / The bank has taken the amount of money to use it to invest it and is in trusteeship relationship/ The bank is here the trustee of the amount · 16 It so the amount of money is in the trust of the bank and if it does not guarantee unless it trespasses, that is has a broken or violated the conditions of the transaction/ You ask them not to travel with the amount of money and they did travel with the amount of money / But if the bank says money is guaranteed and you will take your 100,000 back with an increase and the increase which is part of that which is part of that uh capital/ then in from a Shariah perspective what would that be, then / How are we going to adapt this? · 17 If he says that the 100,000 is guaranteed in addition to an increase which is already calculated from the capital, that is you take uh 106/ What do we call that...? This is an interest-based loan · 18 Now, in these interest-based transactions uh we have savings' accounts in post office for example, uh savings accounts in conventional banks/ the three conditions that are set for a transaction to be Sharia-based are missing / The first condition is that the nature of the transaction should be permissible, that is uh in a permissible way / So we don't know if it is missing or unknown · 19 The second condition is that the permissible investment has to involve an agreement on a pre uh uh ad previously known share of the profit which is unknown and part of the capital / The third condition is that the capital is not guaranteed / If there is guarantee of the capital and the bank says I will provide with your capital in addition to an interest this is an interest-based loan that is they provided you with they they committed to return to you the capital in addition to a loan and it's an interest ·

Interpreter C

01 Some banks have safes, vaults / So you would bring your property or your money and put it in the safe and then you will uh retrieve it it the same property or the same amount / So this a a trust-based consignment · 02 So this is one very common fault that they would call uh current account uh uh a current account deposit or deposit on demand / This is not a deposit, it is a loan, it is a loan · 03 This loan is either a uhh benevolent loan or a *riba*-based prohibited loan / If you give him the money with no condition of increase either verbally or implicitly, nor explicitly or implicitly, so this would be a benevolent loan / If I make a condition that he gives me back more money then I lent him, then this is a *riba*-based loan · 04 Now, we need to uh uh know the difference between this kind of loan this *riba*-based loan / where there is a condition of increase / and investment Shariah-compliant investment, which is uh permissible of course · 05 Take this example ..... when we say the savings uh account in the post office for example · 06 One person would put some amount of money in this uh savings account with the post and the post officers the officials would take this money and uh manage it and they are obliged to return what, compensation or the same amount? Compensation for it / So far this is uh uh by definition a loan / Would they give back the same amount equivalent or increased? No they would give back an increased amount / So this a loan with increase / Some people say no this is an investment, his post savings account or the post authority will invest the money · 07 Our response in that case will be that in investment in the framework of Sharia has certain conditions / What type of investment is going to be made? Is it going to be a *mudaraba*? Is it going to be a partnership? Is it going to be *istisna'a*? Is it going to be Salam? One of the most important conditions that are missed in such contracts is, first of all, that

we must know the nature of the investment and that this investment is being made in permissible uh channels .....In permissible channel….. However if the post authority is going to take this and deposit it in a *riba*-based bank to take the interest and give you part of it / So even if we suppose this an investment, it would be a prohibited form of investment · 08 Also this investment in terms of Sharia must meet a condition / which is the agreement of uh agreement on a percentage of of profit · 09 Any type of investment, any type of partnership, be it *mudaraba* or otherwise uh would be invalid if the two parties do not agree on the percentage · 10 What is common among people is that they say the *riba* banks define the interest rate but the Islamic banks do not define the interest rate / This is unfounded · 11 The Islamic Sharia -compliant transaction includes definition and the *riba*-based uh transaction includes definition determination of interest, but there is a very subtle but clear difference · 12 In the Sharia-compliant transaction there must be a percentage of profit, which is unknown other than to which is known only to Allah / So they will tell you we will keep it, we will use it for trade and you will get 6% of the profits / that nobody knows yet how much the profit will be / Whatever profit will be realized, you will give you will be given 6% · 13 As to the *riba* transaction, you will get a percentage of the capital that you paid, you get 6 % of your own contributed capital / which means that you know exactly how many pounds you will be receiving · 14 For example, let's say a person brings 100,000 and puts deposits them in the post savings account or in the *riba* bank or whatever / The bank tells him your interest or your profit or your return or whatever is going to be 6%, from of what? of the 100,000 of the capital of your contributed capital / so out of 100,00 how much will I take? I will get 6000 / This is predetermined · 15 As to Islamic bank, Islamic company or the person who is working on compliance ruled Sharia, he will tell you "Yes I will give you 6% of the profit" / This this 6% could uh could be 6,000, could be 8,000, could be 10,000, could be 2,000 for that matter / So is the difference clear? / So we in the Sharia-compliant transactions must must determine / The scholars of fiq *fiqh* say if they do not define this common share or percentage of the profits, then the partnership or the transaction would be invalid · 16 The third condition which is also missing in current transactions, is that in Sharia -compliant transac transactions the investment, the permissible investment, we do not have any indemnity against loss in capital / There should be no indemnification against loss of capital / The bank takes the amount of money from you to use it in trade and the bank in this case is a trustee / And we will uh we will tell the difference · 17 So the bank here is a trustee so they cannot provide indemnification except if there is gross negligence or willful misconduct, if the conditions are not respected / For example, you told the manager not to travel but he traveled with the money and he lost it · 18 But if the bank tells you I will provide you with indemnification, you will get the 100,000 plus the inc the uh this surplus the surplus/ which is as a percentage of the capital / what would this be defined as in Sharia terms? How would we characterize this? If they tell you "We ensure that you will get back the100, 000 and o above that you will take a pre-calculated uh uh percentage of the capital. So the 100 instead of a 100 you will 106 00 / What do we call this? We call this a *riba*-based loan · 19 So.....in these *riba*-based transactions the uh post savings account, and will talk about investment certificates and the savings accounts in *riba*-based banks, all of those all those the three conditions that are stipulated for Sharia-compliance are totally missing · 20 The first condition is that the investment should be uh permissible that the money is invest invested in permissible channels / It's either missing or unknown / We don't know what they are investing investing in / The second condition is that the Sharia-compliant investment must include an agreement on a specific common share or percentage of what of the profits which is known only to Allah and not a percentage of the capital / The third condition of the Sharia-compliant investment is that the capital would not there would be no indemnification against loss of capital / If there is indemnification and I would I tell you I would assure you that I will give back the whole capital and the surplus then this would be a loan with increase / So they took money and they committed themselves to give back the principle and the interest ·

Prepared text: "Partnership-related Fatwas" by Dr. Rahal Dr Rahal Ismail Baladel

Original Arabic text

01 · القرار الثالث / نص قرار المجمع 02 · ولعلي أعرب عن قراءته إختصارا للوقت / و أمر هاهو أمامكم أمام الحاضرين الكرام / و أمرإلى الفقرة الموالية و هي الشرح و التوضيح 03 · تضمن هذا القرار أربعة مسائل/ يجدر التنويه قبل الدخول في حيثياتها إلى أن حديث عنها و عن تفصيلاتها قد ورد ضمن قرارات المجمع المتعلقة بالمشاركة المتناقصة 04 · وذلك من باب بيان أن المشاركة المتناقصة إنما تستمد مشروعيتها المبدئية من مشروعية المشاركة الثابتة أو المشاركة الطويلة الأجل / وإلا فهذه المسائل هي من صميم مسائل القرار الأول الخاص بالشركات الحديثة05 · وقد تم التمهيد لمسائل هذا القرار ببيان أن عقد المشاركة / يقوم في تأسيسه على إسهام كل شريك بحصة في رأس مال الشركة06 · وهذه المسائل هي / و ذكرت المسائل الأربع و لكني سأعرض هنا المسألة الثالثة وهي بعنوان وجوب تحمل الشركاء الخسارة التي تصيب رأس المال كلٌّ حسب مساهمته 07 · الخسارة / وعرفت الخسارة في الإقتصاد المعاصر08 · الخسارة التي قد تصيب رأس مال الشركة، سواء بضياعه كله أو جزئه ، لا بد أن يشترك الشركاء جميعا في تحملها كل حسب مقدار مساهمته فيه / ومن ثم فلا يجوز شرعاً الاتفاق فيما بينهم على اعتماد أي نسب أخرى تخالف هذا المعيار/ ومن باب أولى لا يجوز الاتفاق على عدم تحمل شريك أو أكثر للخسارة بالكلية09 · ولا يؤثر في هذا الحكم تراضي المساهمين على ذلك / لأن مبدأ التراضي لا يصيّر الحرام حلالاً / ومن ثم فلا اعتبار له بناء على قاعدة التراضي إذا وقع على شيء مخالف للشرع فهو لغو 10 · فإذا كان أحد الشركاء قد ساهم بالثلث في رأس المال وساهم الآخر بالثلثين مثلا / فإنه عند وقوع الخسارة يتحمل صاحب الثلث ثلثها ويتحمل صاحبه الثلثين 11 · وهكذا الأمر إذا كان الشركاء أكثر من اثنين / فإذا كانت الشركة شركة مساهمة فإن تحمل المساهمين للخسارة إذا ما وقعت يكون بقدر النسبة المئوية التي ساهم بها كل واحد منهم في رأس المال 12 · فمن ساهم بـ 10% مثلا / يكون نصيبه من تحمل الخسارة 10% ومن ساهم بـ 50% يتحمل50% من الخسارة وهكذا،/ وهذا الأمر باتفاق العلماء13 · وإذا كانت هذه الفقرة من القرار إنما سيقت أصالة للحديث عن وجوب تحمل الخسارة بين أطراف المشاركة كل حسب مقدار مساهمته في رأس المال / فإنها تفيد بدلالة الإشارة عدم جواز ضمان أحد الشركاء لمال الشركة أو لجزء منه 14 · وهذا الأمر، وهذا الأمر هو ما سبق بيانه في المسألة الثانية من هذا القرار وسيتم التصريح به في المسألة الرابعة من نفس القرار 15 · وبيان ذلك أن الخسارة إنما تكون في رأس مال الشركة ، إما بذهاب كلِّه أو بعضه / واشتراط عدم مساواة المقدار المتحمل في الخسارة لمقدار حصة المساهمة يقتضي أن تعاد حصة المساهمة أو جزء منها إلى المساهم الذي اشتُرط له ذلك ، فتؤول المسألة إلى الضمان 16 · يقول السرخسي في معرض حديثه عن شريكين حصة أحدهما في رأس المال ألف، وحصة الآخر ألفان، فاشترط صاحب الألفين / فاشترط صاحب الألفين أن الخسارة بينهما نصفان الشرط فاسد لأن الوضيعة هلاك جزء من المال 17 · فكأن صاحب الألفين شرط ضمان شيء مما يهلك من ماله على صاحبه / وشرط الضمان على صاحب الألفين فاسد 18 · إلا أنه إذا كانت الخسارة ناتجة عن تعدي أحد الشركاء أو تفريطه، فإنه في هذه الحالة يتحمل تلك الخسارة وحده / لأن التعدي يخرجه من كونه أميناً لا يضمن إلى ضمان ما نتج عن تعديه وتفريطه 19 · وينبغي التنويه إلى أمرين اثنين فيما يتعلق بتحمل الخسارة هما / أولا،لا يرى المجمع مانعاً شرعيًّا من أن يتعهد طرف ثالث منفصل في شخصيته وذمته المالية عن الشركاء بتحمل الخسارة، بشرط أن يكون ذلك تطوعاً منه من غير مقابل 20 · 21شرط أن يكون ذلك الوعد المنصوص عليه منفصلا عن عقد الشركة، أي أن الوفاء بذلك الالتزام ليس شرطا في نفاذ عقد الشركة وترتُّب أحكامه على الشركاء / حيث لا يحق لهم أن يتخذوا تخلف المتعهّد عن الوفاء بوعده ذريعة إلى الامتناع عن الوفاء بما عليهم من التزامات تجاه الشركة بحجة أن ذلك الالتزام كان محل اعتبار في العقد · ثانيا، لا يرى المجمع كذلك مانعاً شرعيًّا من النص في نشرة الإصدار على اقتطاع نسبة معينة في نهاية كل دورة، إما من حصة حملة الصكوك في الأرباح في حالة وجود تنضيض دوري وإما من حصصهم في الإيراد أو الغلة / وشرحت معنى الإيراد والغلة / الموزعة تحت الحساب ووضعها في احتياطي خاص لمواجهة مخاطر خسارة رأس المال 22 · مستندات المسألة الثالثة / أ - مسند وجوب تحمل الشركاء الخسارة التي تصيب رأس المال كل حسب مساهمته فيه23 · أولا قوله تعالى / يَا أَيُّهَا الَّذِينَ آمَنُوا لَا تَأْكُلُوا أَمْوَالَكُمْ بَيْنَكُمْ بِالبَاطِلِ 24 · وجه الاستناد إلى الآية كون تحمل شريك أو أكثر للخسارة بأنقص من النسبة التي شارك بها في رأس المال / يؤدي إلى تحميل باقي الشركاء أكثر مما يجب عليهم تحمله / وهذا ظلم لهم وأكل لمالهم بغير حق25 · ثانيا / الربح على ما شرطا والوضيعة على قدر المالين26 · استدل الحنفية بهذا الأثر على وجوب تحمل الخسارة بين الشركاء بنسب مساوية لمقدار نصيب كل واحد، كل واحد من الشركاء في رأس المال 27 · ومع أن الحديث ضعيف إلا أن المذاهب متفقة على العمل بالشطر الثاني منه وهو أن الوضيعة على قدر المالين 28 · ويقول ابن قدامة الخسران في الشركة على كل واحد منهما بقدر ماله / فإن كان مالهما متساويا في القدر فالخسران بينهما نصفين / وإن كان أثلاثا فالوضيعة أثلاثا / لا نعلم في هذا خلافا بين أهل العلم29 ·

Back Translation [6]

01 In order to be brief, I will present only one resolution and one of its issues with its evidence/ one related fatwa and one fatwa that the resolution did not cover · 02 Third resolution / The text of the resolution of the Academy · 03 I will not read it in order to save time I move on /here it is in front of you / in front of the honourable audience / I will move on to the next paragraph which provides the definition and explanation · 04 This resolution included four issues / It should be noted before detailing them that the discussion on these issues and their details was included in the Academy's resolution on diminishing partnerships · 05 This is to emphasize that such partnerships primarily extend their legitimacy from that of fixed or long-term partnerships / Otherwise this issue is essentially at the core of the first resolution on modern companies · 06 The discussion of the issues covered in this resolution was prefaced with a statement that establishment of the partnership contract is based on the contribution by each partner of a share in the capital · 07 The issues are as follows / I have mentioned the four issues / however I will present here the third issue entitled Partners must bear capital loss in proportion to contributions · 08 On loss / I have already defined loss in modern economy · 09 Potential loss in company capital, whether partial or full, must be borne by all partners in proportion to their shares / As such Sharia does not allow an agreement among partners adopting any percentages that are not in line with this requirement / A fortiori they may not agree that one or more partners will not bear any part of losses · 10This is a ruling that is not subject to partners' consent because the principle of consent may not be used to alter general rulings of permissibility or prohibition / And as such it is of no substance based on the rule that stipulates that any consent to a prohibited matter is invalid · 11 Hence, if one partner had contributed one third of the capital and the other contributed two thirds for example/ then, one third of any loss would be borne by the former and the other two thirds of it by the latter · 12 The same would apply if the partners are more than two / If the entity is a joint-stock company any loss is borne by the shareholders in proportion to their respective contributions to the capital · 13 For example, a10% shareholder would bear 10% of the loss and the 50% shareholder would bear 50% of the loss and so on/ There is no disagreement among the scholars on this issue · 14 While the primary purpose of this section of the resolution was to discuss the partners' obligation to bear any loss in proportion to their respective contributions to the capital / it also indicates that it is impermissible to have one of the partners providing indemnification against loss of the company's capital or part of it · 15 This issue, this issue was previously mentioned under Issue two in this resolution and will be handled in detail under Issue 4 in the same resolution · 16 The rationale here is that losses in the capital erode it partially or wholly / and stipulating any distribution of such losses other than in proportion to capital shares implies that the partner for whom this is stipulated will retrieve his contribution in full or part / which represents a form of undue indemnification · 17 Al-Sarakhsi discussed a situation where one partner contributed one thousand units to the capital and the other contributed double that amount, but the latter stipulated that any loss would be shared by them equally / Such stipulation is invalid · 18 It would be as if the holder of the larger stake stipulated that his partner indemnify him against loss of capital/ the condition of indemnification is hence invalid · 19 However, if the loss is a result of a wilful misconduct or negligence on the part of a partner, he is to bear the loss alone in that case / as such misconduct would change his designation from a trustee with no liability to a person liable for his wilful misconduct and

[6] The back translation is based on the translation of the book "Partnership-related Fatwas" presented by its author Dr Rahal Ismail Baladel. Segment 03 to the first chunk of segment 07 correspond to 1st Paragraph of p. 33. The title "Partners must bear capital loss in proportion to contributions" in the last sub-segment of 07 until "capital-loss risk reserve" in segment 22 correspond to pp. 34-35. Segment 23 to end of segment 27 correspond to the last paragraph of p.46 until end of p.47. The original translation was altered to be adjusted to the recording.

negligence · 20 There are two points that need to be highlighted in the context of loss-sharing / First, the Academy finds it acceptable in Sharia to have a third party / who is independent of the partners in terms of personality and financial liability / undertaking to bear the losses provided that he is not compensated for such an undertaking · 21 And on condition that his documented promise is made independently of the company's contract i.e. the fulfilment of this commitment should not be a condition for the effectiveness of the contract and for the enforcement of its provisions on the partners / This is because they may not take that third party's failure to fulfil his commitment as a pretext to refrain from fulfilling their own obligations towards the company, claiming that his undertaking was one of the factors on which they based their decision to conclude the contract · 22 Second, the Academy also finds it acceptable in Sharia to stipulate in the publication the withholding of a specific percentage at the end of each period, either from the shareholders' portion of the profits in case a periodic liquidation is carried out or from their share of the revenue or yield / I have explained the meaning of revenue and yield/ distributed in advance to be placed in a special capital-loss risk reserve · 23 Evidence of the third issue / A - Evidence of the necessity for partners to bear capital loss in proportion to contributions · 24 First, the words of Allah the Almighty "O you who have believed, do not consume one another's wealth unjustly" · 25 The evidential relevance of the verse is that having one or more partners incur losses proportionately less than their relevant contributions to the capital leads to overburdening the other partners with more loss than they should properly incur / which does represent consumption of another's wealth unjustly. · 26 Second, profit is divided as agreed, but loss is to be shared in proportion to contributions · 27 Based on this narration, the Hanafis established that loss must be borne by the partners in proportion to the share of each, each of them in the capital · 28 Although this narration as a Hadith is weak, all schools of Fiqh are in agreement regarding the applicability of its second half, which is that loss is to be shared in proportion to capital contributions · 29 Ibn Qudama states that loss in a partnership is to be borne by each partner in proportion to his share of the capital / If their share is equal then loss is divided by fifty percent / if it is one-third for each the loss will be borne for by one-third for each / We do not know of any disagreement among the scholars in this regard ·

Transcribed interpretation

Interpreter A:

01 We need to be brief / I will present only one resolution and one problem and a fatwa as well.... um..... And another fatwa that the resolution did not consider. The third resolution/ Indeed I am not going to read it in whole because I want to be brief / and I will just give you a summary · 02The third uh resolution..... · 03 Indeed I am not going to read it in whole because I want to be brief / and I will just give you a summary / Let so let me go to the next paragraph which is about the clarification of certain issues · 04 This resolution included four issues that we should think about them before discussing uh uh uh their matters/ because they have been mentioned within the context of the resolutions of the uh uh uhh Academy regarding the decreasing *musharaka* / which gets its uh uh Shariah aspects from the long term and short-term *musharaka* /otherwise these issues are part and parcel of the first resolution in relation to the modern companies and the modern *musharakat* · 05 So [unintelligible] as presented in the sense that the contract of *musharaka* is based on the contribution of every party with a share in the company's uh uh capital/ and I have mentioned four issues/ however I w I am going to present the third issue which is titled / the importance uh uh the must of uh eh bearing the loss based on everyone's contribution · 06 The loss, and I defined it in modern economy as being the one that is incurred on the cap .the company's capital wholly or partially/in this case all partners uh oh uh should take their share according to their contribution and consequently according to Sharia law they cannot agree on any other ratios that contradict this standard / so undoubtedly they cannot agree on the fact that one partner or two will uh uh take the whole loss · 07 This uh uh jurisdiction cannot be impacted also by their consent because this cannot change the licit into illicit and vice versa / So that is based on the principal that when consent is done uh uh against Shariah law it is not acceptable/ So one if one party has contributed one third in the capital and another one two thirds for example/ So whenever the loss happens the one who has got the one third will bear the one third and the other one will take care of the two thirds / And consequently if there are are more than two parties and if it was a share-based company share partnership, the loss will be incurred according to the percentage each one of them has contributed to the capital · 08 If he contributed 10% for example his share from the loss will be 10% and the one he contributed 50% will bear 50% of the loss and so on and so forth · 09 And that is based on the agreement on consensus of all scholars of Muslim scholars/ If this paragraph of the resolution has been drafted regarding the necessity of bearing loss according to everyone's contribution in the capital this definitely indicates that it is illicit that one of the partners to guarantee uh the capital of the company wholly or partially and this one has already been displayed and explained in the second issue of this resolution that will be presented in the fourth issue of the same resolution · 10 The fact is that the loss in the company's capital can be wholly or partially and uh the condition that the ratio need to be borne according to the share contributed according to this part of the contribution should be given back to the contributor for whom the condition is made so the whole issue will be based on the guarantee / the Sarakhs Saraksiyu says regarding two partners who have contributed as follows one one thousand and the other two thousand/ the one with the two thousand decided that the it should be fifty uh uh the loss should be shared at fifty · 11 So it will be as though the one who paid two thousand can make the condition that part of his money will be paid by his partner and this will be illicit and corrupt / So if the loss was hum emanating from one of the partners' trespass, so in this case, he will bear the loss individually or alone and the trespass will uh uh take him outside the level of honesty / And and here we have to refer to two issues in relation to bearing the loss · 12 Number one · 13 The Academy the Islamic Academy does not see any Sharia Law impediment that a third party uh with uh a separate personality uh to uh bear the loss on condition that this will be based on voluntary basis / And on condition that that the promise provided for is not part of the partnership contr contract / So that will not

be part of uh and parcel of the implementation of the contract and the conditions emanating from this / So they cannot uh take uh the fact that the one who did not respect the contract as a pretext not to uh fulfill their commitment to the company uhh · 14 And on condition that that the promise provided for is not part of the partnership contr contract / So that will not be part of uh and parcel of the implementation of the contract and the conditions emanating from this / So they cannot uh take uh the fact that the one who did not respect the contract as a pretext not to uh fulfill their commitment to the company uhh · 15 Number two · 16 Uh the uh Muslim Scholars Academy does not see any Sharia law impediment uh in the resolution to deduct a certain percentage at the end of every semester from the shareholders uh the the *sukuk* holders wuh wuh whenever there is a periodic [unintelligible] or from their shares in the uh uh from the profit / And I have explained this or uhhhhh in their share in the profits that that have been distributed according to the accounts in order to face up to any loss in the capital · 17 Number three / A · 18 Uh the necessity of uh uh I mean of uh uh the the necessity that all partners should share uh the loss · 19 First of all the Almighty Allah uh says in the Holy Qur'an / uh O Muslims do not eat your money between you based on false uh uh excuses · 20 So uh eh eh one partner or more should not uh bear uh additional losses / If this happens other partners will be sharing more or less than compared to what they have paid, and this a kind of eating their money in illicit way · 21 The Hanafiya hum scholars have made uh uh each that the share should be equal, and every one of the partners when they make the contributions they must be made on equal basis / Despite the fact that this hadith is daeef uh uh not very well supported but the deposit should be uh based on good basis/ Ibn Qudama says that the loss should be considered according to everyone's money / If their money is equal in value so it will be fifty fifty / If it is uh at uhhh uh uh third party's I mean uh uh uh differently if it is different story they will share it at one third for example ·

Interpreter B:

01 So I will give an example here of a fatwa [unintelligible] ..... and another fatwa which was not mentioned by the resolution of the Fiqh Academy / The third resolution - or this is the text of th uh resolution / So I will not read it out just to save your time, and I will uh so you have it in front of you, I will move on to the next paragraph which is about the explanation · 02 This resolution included four items which are worth mentioning before we go into their detail ..... I am talking about its detail / the details of that have been included in the resolutions of the the Fiqh Academy as in terms of the diminishing *musharaka* · 03 So the diminishing musharaka ..... is based on a fixed *musharaka* or ..... / Otherwise this is uh part of the first resolution uh which is related to modern partnerships · 04 This was uh prepared by the fact by saying that the contract is based on the contribution of each partner through a share in the company · 05 I mentioned the four items, but but here I will mention the third question, which is the need to bear the loss which is attributed to each one according to the portion of their capital / So I I have defined the loss in modern economy share other than this · 06 That is the partial or total loss of the capital is borne by all parties to this partnership according to the proportion of their capital ..... / Therefore it is not permissible for them to agree on any specific share other than this ..... Therefore they should not agree not to bear ..... for one of them to to uh to bear more than uh the share allotted to them in the loss · 07 The such agreement does not make something which is uh uh prohibited permissible · 08 So based on the rule that if there is agreement on something against Sharia then it is not permissible / So if one of the partners contributed third of the capital and the other one contributed the two thirds of the capital, then, when the loss is incurred then the person then the one the party which contributed one third will bear one third of the loss and the one which who contributed two thirds will bear two thirds of the loss / and if you have more than two partners or if there is a shareholding company, then, the loss once incurred will be in proportion to the percentage of the capital

of each one to that partnership · 09 So if someone uh someone's share is 10%,then, his share of the loss will be 10% and those and that who contributed 10% of the capital will bear 50% of the loss as well / and this is in agreement among all scholars ..... And this is in agreement among all scholars · 10 If this paragraph of the uh resolution was given as an example to explain the need for sharing the loss according to the participation in the capital. then, it shows that it is not permissible for anyone to guarantee any part or whole of the capital / And this is exactly what we showed in the second element in the resolution and which will be discussed in the fourth element · 11 The loss invols involves the partial or total loss of the capital, and making a condition making it it a condition of not contributing or not bearing the same share of the capital in the loss is not permissible ..... So here we are talking about the guarantee · 12 If somebody has a share of a thousand and the second one has two thousand and the one who has two thousand make it make it a con loss will be fifty percent to each [unintelligible] uh to this agreement it is not valid / It's as if the one who provided two thousand made it a condition to for made it a condition for other partner to pay part of the loss which is due to the second one who provided two thousand · 13 But if the loss is result of of of negligence of either party, then, in this case the party responsible for the loss will be will bear the loss entirely on his own because .....because in this case they will they will be responsible for the uh for their negligence · 14 The Fiqh Academy does not see any objection from a Sharia perspective that a third party separate from the uh parties uh to the partnership to bear the uh the loss on condition that this be voluntarily. .....done · 15 And on condition also that such a promise should be uh separate from the contract of the partnership, that is such a promise is not a condition for the conclusion of the contract and for the any result [unintelligible] from that contract / So they should not consider a default from that promise on that promise as a reason or as justification not to honor their obligation vis-a-vis the partnership .....and consider that promise as part of the contract which is not uh true · 16 Second, the Fiqh Academy does not see any Sharia-based uh uh objec objection to deduct part of the uh part of the profits in case they have er regular dividends or parts of the returns or from ..... or from the other types of dividends and put them in reserve to preserve or to counter any possible losses in the future for the capital · 17 The reason for the partners to bear the loss which affects the capital according to the ca the contribution of each in that capital · 18The uh uh eh .....Quranic verse ....which uh uh uh ..... guards against eating money again uh ..... in an unlawful way · 19 If somebody is not does not bear its proper share in the in the losses, then, it means that the other party would be responsible for paying for that loss. and this is one way of eating the money of others in an unlawful way · 20 The Hanafit school used this as a justification or as evidence that all parties should bear the losses in accordance with their contribution to the capital · 21 Although this Hadith is weak but the other the schools of thought all agree to use the second part of the Hadith · 22 Ibn Qudama says that loss in the a partnership is in proportion of the share of each one in the capital / So if they have equal share then they bear the loss they bear the loss at fifty percent/ If it is three parties and we don't we don't see any scholar who disagree about this ·

Interpreter C

01 For the sake of brevity, I will present one resolution and one uh issue under the resolution and its evidence..... and one fat related fatwa, and one fatwa that was not addressed by the resolution · 02 Resolution three / It reads as follows uh The resolution of the Academy · 03 And for the sake of time, once again, I would just display the resolution before you and then move on to the following paragraph, which is the explanation and clarification · 04 This resolution includes four issues that are worthy of attention before uh introducing the details · 05 The details have been uh mentioned

in the uh resolution uh Academy's resolution on diminishing partnership · 06 To show that diminishing partnership extends its legitimacy its uh initial legitimacy from the legitimacy of established partnership or long-term partnership / Otherwise these issues are in the essence of the resolution number one related to modern partnerships · 07 uh uh uhhh ... The resolution has been prefaced by a clarification that this diminishing partnership contract is based on contribution of each party to the cap capital of the partnership · 08 The issues are as as follows / and I mentioned the four issues.... uh but · 09 I will present issue number three, which is titled uh that which is titled that partners must bear any loss in proportion to the contribution they made to the capital and I defined what loss is in modern terms · 10 The loss to capital, whether total loss or partial loss of the capital, must be borne equally must be borne to their contributions to the capital / As such it is not allowable it is not allowed in Sharia to stipulate any other percent percentages other than this standard / More so, it would not be permissible to agree on relieving any specific partner - one or more - from any loss totally · 11 More so, it would not be permissible to agree on relieving any specific partner - one or more - from any loss totally · 12 If there is consent among the parties of the contract uh uh if they agree uh to anything different, this would not be of any substance, because you the cons consent cannot allow what is prohibited because the rule is that if consent if the subject of consent is something prohibited then it would would be invalid · 13 So if one partner has contributed one third of the capital and another partner has contributed two thirds, for example, if a loss happens the uh the person who contributed one third of the capital will bear one third of the loss and the person who contributed two-thirds of the capital will bear two-thirds of the loss / And the same applies if there are more than two partners · 14 And if if this is a joint-stock company the loss shall be borne, if it happens, in proportion to the percentage contributed by each shareholder · 15 If someone contributes 10% of the capital, for example, he will bear 10% of the loss..... If someone contributes 50%, then, he will bear 50% of the loss and so on and so forth / And this is a matter of agreement among all scholars · 16 This paragraph was in principle provided in the reso resolution to show that the loss must be borne by the partners in proportion to the contribution of each to the capital / but also it also indicates that it would be imperssimal impermissible to any partner to provide any indemnification total or partial indemn indemnification against loss of capi cap capital · 17 This has been indicated uh previously under issue two of this resolution and will be explicitly stated in issue four under the same resol resolution · 18 The clarifi clarification here is that the loss to the capital is either total or partial [unintelligible,] and stipulating uhh any percentage of bearing loss other than the contributions to the capital implies that part or all of the part contributed to the capital will be returned to the person to whom the stipulation is made and so this will be a form of indemnification / Al Sarkhsiy uh discussed this uh and under this case that there were two partners/ one who contributed one thousand and the other who contributed two thousand and the person who contributed two thousand made a condition that the loss should be shared equally / This condition would be invalid · 19 Because the loss is a loss in part of the capital / So in that case the person who contributed two thousand stipulated that the other person would indemnify part of the contribution to his to his contribution to the capital and this it will be an invalid condition / However if the loss is result of willful misconduct or negligence, in that case that person would bear the loss alone / because willful misconduct would transform his status from a trustee with no indemnification to a person who indemnifies due to his negligence or misconduct, · 20 Two things must be brought to attention here in relation to bearing loss / Those are as follows..... Number one that the Academy finds no problem in Sharia or no impediment in Sharia for a third party to vow / but this third party has to be totally independent in person and in financial liability t/ o provide or to vow to bear the loss provided that this is volunteering volunteered n without no {unintelligible} any consideration / and also provided that this promise is not part of the company the partnership company because meeting that obligation is not a condition of effectiveness of the partnership contract and the effectiveness of its provisions on the partners / Because they would not be allowed to take any failure on the third party's part to meet his obligation as a pretext to meet their commitments towards

the partnership ..... under the pretext that this uh uh pledge he made was a basis of their decision to engage in the contract · 21 Also the Academy finds no problem in Sharia to mention to state in the partnership prospectus that a specific percentage would be deducted in each session from the uh the share of the shareholders' of the uh profit ..... or the returns .....that is distributed as an advance to place that part in a special reserve for uh as a contin continge contingency for any loss in the capital · 22 The evidence of this issue / First of all, the evidence that partners must bear the loss in capital in proportion to the contribution of each to the capital · 23 First of all, from the Qur'an Allah said what means that ye uh believers should not consume each other's property unlawfully · 24 And this proves that any uhhh percentage other than uhh the ca capital contribution embedding the loss leads to buh burdening the other partners with more than their contribution, which is would be unfair to them and consuming their wealth unlaw unlaw · 25 Secondly, the profit is based on condition. but loss is based on contributions · 26 The Hanafi scholars of Fiqh used this text as an evidence to imply that partners must bear their the loss in proportion to the contribution to the capital of each, each partner's contribution to the capital · 27 Although this is a weak Hadith, however, all schools of Fiqh are in agreement that the second part of it can be applied / which means which refers to the fact that loss should be borne in proportion to the contributions to the capital / Ibn Qudama said that any loss in a partnership should be borne by each partner in proportion to the ca his contribution to the capital/ If they contributed equally then the loss would be also borne equally fifty percent fifty percent / if it is one-third for each the loss will be borne for by one-third for each / We have no disagreement among the scholars of Fiqh ·