

**ROLE CONFLICT BETWEEN INTERPRETING AND
MEDIATION IN NORMATIVE DOCUMENTS IN RUSSIAN, UZBEK
AND ENGLISH**

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Abstract. The article examines how normative documents in English, Russian and Uzbek define the role of the interpreter and the role of the mediator, and where these roles converge or conflict. The material comprises six documents, namely the Code of Ethics of the National Association of Judiciary Interpreters and Translators, the Conflict Zone Field Guide of AIIC, FIT and Red T, Directive 2010/64/EU, Article 59 of the Criminal Procedure Code of the Russian Federation, the provisions on the interpreter in the Criminal Procedure Code of Uzbekistan and the Law of Uzbekistan «On Mediation». Ten role parameters were compared. Confidentiality is the only parameter present in all documents with substantive provisions. Accuracy is required of the interpreter, while impartiality is prescribed both to interpreters and to the mediator. The professional codes forbid the interpreter to give advice or act as an advocate, which is precisely the active function of the mediator. The Uzbek law on mediation regulates the language of the procedure but never mentions the interpreter. Russian and Uzbek also lack the lexical distinction between interpreter and translator. Recommendations on terminology and on the status of the interpreter in mediation are proposed.

Keywords. interpreting, mediation, role of the interpreter, impartiality, confidentiality, linguo-conflictology, community interpreting, Uzbek legislation.

INTRODUCTION

When parties to a conflict do not share a language, an interpreter enters the conflict as a third participant. In court, at the police station, in a hospital or in negotiations the interpreter is formally expected to transfer meaning without influencing the outcome. Research on dialogue interpreting has shown, however, that interpreters constantly coordinate the interaction, decide who speaks and when, and clarify misunderstandings [12]. In this respect the interpreter resembles the mediator, a third party whose professional task is precisely to influence the course of a conflict in order to help the parties reach agreement.

The relation between these two roles is a central problem of interpreting studies. C. Angelelli demonstrated that interpreters in medical, court and conference settings regard themselves as more visible and more involved than the traditional model of the invisible conduit assumes [6]. S. Hale described the competing definitions of the community interpreter's role, from strict conduit to advocate and cultural broker [8]. F. Pöchhacker discussed interpreting as mediation and separated the cultural sense of mediation from mediation as a procedure of conflict resolution [11]. M. Inghilleri showed that in conflict settings the ethical choices of interpreters are inseparable from politics [9]. In Russian translation theory A.D. Shveitser treated translation as one of the forms of language mediation, a broader category that also includes adaptation and other kinds of intermediary activity [4].

In Uzbekistan the question has acquired practical importance. The Law «On Mediation» of 2018 introduced mediation as an institution of dispute

resolution, while legal proceedings in the country involve speakers of Uzbek, Russian, Karakalpak and other languages. How the roles of interpreter and mediator are delimited in the normative texts on which practitioners rely therefore matters for the prevention of conflicts caused by the procedure itself.

The aim of the study is to compare the definitions of the interpreter's and the mediator's roles in normative documents in English, Russian and Uzbek and to identify points of convergence and conflict between them. The study asks which role parameters each document regulates, where the prescriptions for interpreters and mediators coincide or contradict each other, and how the terminology of the three languages reflects the distinction between the roles.

MATERIALS AND METHODS

The material comprises six normative documents of different status, listed in Table 1. Two are professional codes for interpreters in English, the Code of Ethics and Professional Responsibilities of the National Association of Judiciary Interpreters and Translators [10] and the Conflict Zone Field Guide published in 2012 by AIIC, FIT and Red T [5]. One is a legal act of the European Union, Directive 2010/64/EU on the right to interpretation and translation in criminal proceedings [7]. Article 59 of the Criminal Procedure Code of the Russian Federation represents Russian procedural law [3]. The Criminal Procedure Code of Uzbekistan contributes its articles on the language of proceedings and on the interpreter [2]. The Law of Uzbekistan «On Mediation» No. ZRU-482 of 3 July 2018 in its current edition represents the regulation of the mediator [1].

Table 1. Documents analysed

Document	Language	Role regulated	Provisions analysed
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NAJIT Code of Ethics and Professional Responsibilities	English	Court interpreter	Canons 1 to 8
Conflict Zone Field Guide (AIIC, FIT, Red T, 2012)	English	Interpreter in conflict zones and its users	8 points for interpreters, 12 points for users
Directive 2010/64/EU	English	Interpreter in criminal proceedings	Articles 2 and 5
Criminal Procedure Code of the Russian Federation	Russian	Interpreter in criminal proceedings	Article 59
Criminal Procedure Code of Uzbekistan	Uzbek	Interpreter in criminal proceedings	Articles 20, 71, 72, 430
Law of Uzbekistan «On Mediation»	Russian, Uzbek	Mediator	Titles of all articles, full text of Articles 4, 9 ³ and 20

The documents were analysed with the method of qualitative content analysis. Ten role parameters were defined on the basis of the literature [6; 8; 11]. These are accuracy, impartiality, independence, confidentiality, prohibition of advice and advocacy, the right to intervene for clarification, disclosure of conflicts of interest, protection of the interpreter, liability, and regulation of the language of the procedure. For each document it was established whether the parameter is prescribed, not stated in the analysed provisions, or not applicable. For the Law «On Mediation» the titles of all

articles and the full text of Articles 4, 9³ and 20 were analysed, so its principles were identified from the titles of Articles 5 to 9. In addition, the terms denoting the participants were compared across the three languages.

RESULTS

3.1 Role prescriptions

Table 2 summarises the results for the five documents that contain substantive provisions. The Criminal Procedure Code of Uzbekistan is not included, since its articles on the interpreter were analysed only at the level of their titles, which name the interpreter (*маржумон*), his rights and duties, and the explanation of his rights, duties and liability.

Table 2. Role parameters in the documents

Parameter	NAJIT Code	Conflict Zone Guide	Directive 2010/64/EU	CPC RF, Art. 59	Law on Mediation (RUz)
Accuracy	+	+	+	+	n/a
Impartiality	+	+	—	—	+
Independence	—	—	+	—	+
Confidentiality	+	+	+	+	+
No advice or advocacy	+	+	—	—	n/a
Intervention for clarification	—	—	—	+	n/a

Disclosure of conflicts of interest	+	+	–	–	–
Protection of the interpreter	–	+	–	–	n/a
Liability	–	–	–	+	+
Language of the procedure	n/a	n/a	+	–	+

Note. «+» the parameter is prescribed, «–» not stated in the analysed provisions, «n/a» not applicable to the role.

Confidentiality is the only parameter present in all five documents. The NAJIT Code forbids disclosure of protected information without authorisation, the Conflict Zone Guide asks interpreters to preserve the confidential nature of information obtained from any party, the Directive requires interpreters and translators to observe confidentiality, the Russian Code establishes liability for the disclosure of preliminary investigation data, and the Uzbek law devotes two articles to the confidentiality of mediation (Articles 6 and 26).

Accuracy is prescribed in all four documents on interpreting. The NAJIT Code requires that source-language speech be faithfully rendered, the Conflict Zone Guide asks interpreters to convey as faithfully as possible the messages of all parties, the Directive demands quality sufficient to safeguard the fairness of proceedings, and the Russian Code establishes liability for knowingly incorrect translation. Impartiality is formulated explicitly in the two professional codes and in the Uzbek law on mediation, where Article 9 is entitled «Принцип независимости и беспристрастности медиатора». The Directive does not use the words impartial or neutral, and Article 59 of the

Russian Code does not formulate impartiality as a duty. The Directive expresses the same idea through independence, since it provides for registers of independent translators and interpreters.

3.2 Points of conflict

The sharpest contrast concerns the active role of the third party. The NAJIT Code states that interpreters shall not give advice to the parties, and the Conflict Zone Guide warns interpreters against acting as advocates and asks users not to assign tasks unrelated to interpreting. The mediator, by contrast, is defined by the Uzbek law as a person engaged by the parties to conduct mediation (Article 4), that is, to manage the communication and help the parties reach a settlement. What is a professional duty for the mediator is a violation of ethics for the interpreter.

The right to intervene is regulated unevenly. Only the Russian Code gives the interpreter an explicit right to ask participants questions in order to clarify the translation and to comment on the accuracy of records. The NAJIT Code obliges interpreters to report circumstances that impede compliance with the Code, but it does not describe interventions in the dialogue itself. The professional codes thus treat the interpreter's coordinating activity, documented by C. Wadensjö [12], as an exception rather than as part of the role.

The Uzbek law on mediation shows a gap of a different kind. It regulates the language of the procedure in two places. The agreement on mediation must specify the language, place and date of the procedure (Article 20), and the register of mediators must indicate the language in which a mediator can conduct mediation (Article 9³). Yet the word *переводчик* does not occur anywhere in the law. If the parties do not share a language and no mediator

speaks both, the status, obligations and confidentiality of the interpreter remain undefined.

3.3 Terminology

The terminology of the three languages reflects the roles differently. English distinguishes *interpreter* and *translator*, and the Directive treats interpretation and translation in separate articles. The Russian Code uses the single term *переводчик*, and the Uzbek Code the single term *таржимон*, for both oral and written translation. The word for the mediator is a loanword in Russian (*медиатор*), which separates the legal role from the general notion of *посредник*. In Russian translation theory, however, the broad term *языковое посредничество* covers translation itself [4], so that the same root of mediation is used both for the interpreter's activity in theory and for a different profession in law.

DISCUSSION

The results confirm that the normative definition of the interpreter is built on the opposition to mediation. All documents that regulate interpreting stress accuracy and confidentiality, and the professional codes add the prohibition of advice and advocacy. This is the conduit model that C. Angelelli and S. Hale describe as dominant in codes of ethics [6; 8]. Yet the same codes prescribe impartiality, which is also the central principle of the mediator in the Uzbek law. Impartiality thus unites the two roles, while the active management of the conflict separates them.

From the standpoint of linguo-conflictology this situation creates two risks. The first is role ambiguity in practice. An interpreter who clarifies cultural meanings, softens insults or explains procedural rules moves towards mediation, and the parties may perceive this as partiality. The second risk is a normative gap. In a mediation where the parties do not share a language, the

interpreter is a necessary participant, but the law does not define his duties. Confidentiality obligations of the mediation procedure may not formally extend to him, which can itself become a source of conflict between the parties.

The terminological situation aggravates these risks. Since Russian and Uzbek legal texts use one word for the interpreter and the translator, the specific requirements of dialogue interpreting, such as turn management and the clarification of misunderstandings in real time, are not visible in the law. The coexistence of *языковое посредничество* in translation theory and *медиация* in law may also lead students and practitioners to conflate the two activities.

The analysis suggests several recommendations. Regulations on mediation in Uzbekistan could include a provision on the participation of an interpreter that extends the principles of confidentiality and impartiality to him and forbids him to perform the functions of a co-mediator. A brief preparatory meeting between the mediator and the interpreter could fix the mode of interpreting and the rules for interventions. Normative and educational texts could use the differentiated terms given in Table 3, which separate interpreting, translation and mediation in the three languages.

Table 3. Recommended differentiated terminology

English	Russian	Uzbek
interpreting	устный перевод	og‘zaki tarjima
translation	письменный перевод	yozma tarjima
interpreter	устный переводчик	og‘zaki tarjimon
translator	письменный переводчик	yozma tarjimon

mediation (procedure)	медиация	mediatsiya
mediator	медиатор	mediator
cultural mediation	культурное посредничество	madaniy vositachilik

The study has limitations. The Criminal Procedure Code of Uzbekistan was analysed only at the level of article titles, and the documents differ in legal force. Further research should analyse the full texts of the Uzbek procedural codes and observe interpreted mediation sessions in order to compare the normative role with actual behaviour.

CONCLUSION

The analysis leads to four conclusions. First, confidentiality is the only role parameter shared by all analysed documents, and accuracy is required in all documents on interpreting. Second, impartiality is prescribed both to the interpreter and to the mediator, whereas the active management of the conflict, which defines the mediator, is forbidden to the interpreter by professional codes. Third, the Law of Uzbekistan «On Mediation» regulates the language of the procedure but does not mention the interpreter, which leaves his status and obligations undefined in multilingual mediation. Fourth, Russian and Uzbek legal terminology does not distinguish interpreter and translator, and the parallel use of *языковое посредничество* and *медиация* may blur the boundary between the roles. The results can be used in improving the regulation of mediation, in drafting codes of ethics for interpreters in Uzbekistan and in training interpreters for legal and community settings.

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