

Code of conduct for the ADR Register International Certified Conflict Navigators

All references in this document are made against the approved (valid) version of the applicable document.

All public documents are published on our website <https://adr-register.com>.

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GENERAL CLAUSES

The following applies to this document ADR.PD.002.INT (Code of conduct):

1. Document GNG.RD.001.INT List of terms and definitions.
2. Document GNG.RD.002.INT General terms and definitions
3. Document GNG.RD.003.INT General clauses for all documents

The before mentioned documents are published on our websites and hereby to be considered as repeated and inserted.

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1. Scope-, process-, procedure requirements

- 1.1. Document ADR.PD.003 Scope-, process-, procedure requirements applies.

2. Objectives

- 2.1. To promote and maintain the quality of professional action and behavior of the conflict navigators, in the broadest sense.

3. Applicability

- 3.1. The code of conduct applies to all ADR International Certified Conflict navigators, regardless of the applicable main-, subscope, subtype, and specialism, hereafter to be referred to as: 'Conflict navigator.'
- 3.2. A Conflict navigator may not ignore the code of conduct.
- 3.3. The code of conduct will also apply to the Conflict navigator who has been suspended.
- 3.4. Cancellation, termination, or annulment of a Conflict navigators' certification, for whatever reason, does not relieve the Conflict navigator from having the code of conduct apply to his or her actions if these took place in the period in which the certification was valid.

4. Suitability

- 4.1. The Conflict navigator must carry out the assignment given to him/her to the best of his/her ability.
- 4.2. The Conflict navigator must not accept any assignment for which he/she lacks the knowledge and/or skills to carry it out unless he is able to subcontract the assignment to one or more colleague Conflict navigators who do have the necessary knowledge and/or skills with the approval of the principal.
- 4.3. The Conflict navigator must be physically and mentally capable of carrying out the assignment.

5. Authority

- 5.1. A Conflictnavigator must never give the impression that he or she has more authority than he/she has actually been given.

6. Employee and/or third-party skills

- 6.1. A Conflictnavigator will make sure that his/her employees possess the highest level of professional skills possible in his or her field.
- 6.2. The previous paragraph also applies to any knowledge acquired externally – be this through a temp agency or subcontracted – and activities or actions carried out by third parties other than the Conflictnavigator's own employees.

7. Damages to and/or loss suffered by colleagues

- 7.1. A Conflictnavigator should refrain from taking part in any activity or behavior which may cause damage or harm to other Conflictnavigators, in general, and in relation to his or her principals.

8. Fraternal offerings

- 8.1. If the assignment is offered to him by a colleague, a Conflictnavigator must provide clear communication on whether the assignment parties were known to him through a colleague or another reliable source.
- 8.2. If the assignment parties were not known to him, a reasonable fee will be agreed upon.

9. Announcements among colleagues

- 9.1. Announcements made by Conflictnavigators among themselves and those made to their customers will be dealt with in a businesslike, responsible, and confidential way.

10. Amicable employees

- 10.1. A Conflictnavigator should refrain from encouraging a colleague's employee from ending his/her contract with that colleague.
- 10.2. However, if a Conflictnavigator is approached by a colleague's employee because the employee wishes to collaborate with him or wants to work for him, the Conflictnavigator should discuss this possibility with his colleagues before entering into an agreement with said employee.

11. Maintaining one's name and reputation

- 11.1. The Conflictnavigator will refrain from making remarks to third parties which will potentially damage the name and reputation of said colleague.

12. Disputes among colleagues

- 12.1. In case of a dispute with a colleague, a Conflictnavigator must assume a fair position towards him/her and attempt to resolve the dispute amicably.

13. Use of a distinctive title

- 13.1. With due regard to the provisions of this code of conduct and the area in which the Conflictnavigator is certified, there are no limitations to the use of the title 'Conflictnavigator'.

14. Operating procedure

- 14.1. The Conflictnavigator will carry out activities and/or tasks commissioned by a customer promptly and in an honest and insightful way.

15. Description of instruction

- 15.1. The Conflictnavigator and client must always agree upon the terms of reference prior to carrying out the instruction.
- 15.2. If a Conflictnavigator works with a set of terms and conditions, these are considered to be part of the terms of reference.

16. Testing

- 16.1. Upon the request of a Conflictnavigator, a colleague of the Conflictnavigator, an aggrieved third party or the customer, the actions, doings, or failings of one or more Conflictnavigators, a group of Conflictnavigators or a colleague Conflictnavigator may be examined for compatibility with the ADR.PD.002 code of conduct and ADR.PD.003 scope-, process- and procedure requirements.
- 16.2. Document GNG.PD.007.INT (Complaints against or among certificate holders) applies. Such testing/review will always be based solely upon the hereinbefore mentioned document applicable at the time when the action, doing, or failure took place.
- 16.3. Testing will be based upon a complaint made by a stakeholder or someone who has incurred a loss.
- 16.4. In the general interest of the profession, Global Network Group, or any other trade or legitimate professional organization, to the extent to which their clauses of association demonstrate this, is/are authorized, either independently or in commission, to lodge a complaint if there is no aggrieved party or stakeholder at hand.

17. Clause for not provisioned cases

- 17.1. In cases not provisioned for by this code of conduct, the point of departure will be that a Conflictnavigator's conduct must be in keeping with the standing of the profession as laid down in the relevant certification scheme and standards, including all underlying documents and regulations set by Global Network Group; this behavior must not damage the image of the profession or its members.

Annex 1: Provisions for arbitrators

There are no provisions for arbitrators.

Annex 2: Provisions for conflictcoaches

There are no provisions for conflictcoaches.

Annex 3: Provisions for mediators

Additionally, if the main scope mediator is formalized in the start document, the European code of conduct for mediators applies.

Webpage link:

<https://www.euromed-justice.eu/en/document/eu-european-code-conduct-mediators>

Webdocument link:

https://www.euromed-justice.eu/en/system/files/20090128130552_adr_ec_code_conduct_en.pdf

EUROPEAN CODE OF CONDUCT FOR MEDIATORS

This code of conduct sets out a number of principles to which individual mediators can voluntarily decide to commit, under their own responsibility. It is intended to be applicable to all kinds of mediation in civil and commercial matters.

Organisations providing mediation services can also make such a commitment, by asking mediators acting under the auspices of their organisation to respect the code. Organisations have the opportunity to make available information on the measures they are taking to support the respect of the code by individual mediators through, for example, training, evaluation and monitoring.

For the purposes of the code mediation is defined as any process where two or more parties agree to the appointment of a third-party – hereinafter “the mediator” - to help the parties to solve a dispute by reaching an agreement without adjudication and regardless of how that process may be called or commonly referred to in each Member State.

Adherence to the code is without prejudice to national legislation or rules regulating individual professions.

Organisations providing mediation services may wish to develop more detailed codes adapted to their specific context or the types of mediation services they offer, as well as with regard to specific areas such as family mediation or consumer mediation.

1.Competence and appointment of mediators

1.1.Competence

Mediators shall be competent and knowledgeable in the process of mediation. Relevant factors shall include proper training and continuous updating of their education and practice in mediation skills, having regard to any relevant standards or accreditation schemes.

1.2.Appointment

The mediator will confer with the parties regarding suitable dates on which the mediation may take place. The mediator shall satisfy him/herself as to his/her background and competence to conduct the mediation before accepting the appointment and, upon request, disclose information concerning his/her background and experience to the parties.

1.3.Advertising/promotion of the mediator's services

Mediators may promote their practice, in a professional, truthful and dignified way.

2.Independence and impartiality

2.1.Independence and neutrality

The mediator must not act, or, having started to do so, continue to act, before having disclosed any circumstances that may, or may be seen to, affect his or her independence or conflict of interests. The duty to disclose is a continuing obligation throughout the process.

Such circumstances shall include

- any personal or business relationship with one of the parties,
- any financial or other interest, direct or indirect, in the outcome of the mediation, or
- the mediator, or a member of his or her firm, having acted in any capacity other than mediator for one of the parties.

In such cases the mediator may only accept or continue the mediation provided that he/she is certain of being able to carry out the mediation with full independence and neutrality in order to guarantee full impartiality and that the parties explicitly consent.

2.2. Impartiality

The mediator shall at all times act, and endeavour to be seen to act, with impartiality towards the parties and be committed to serve all parties equally with respect to the process of mediation.

3. The mediation agreement, process, settlement, and fees

3.1. Procedure

The mediator shall satisfy himself/herself that the parties to the mediation understand the characteristics of the mediation process and the role of the mediator and the parties in it.

The mediator shall in particular ensure that prior to commencement of the mediation the parties have understood and expressly agreed the terms and conditions of the mediation agreement including in particular any applicable provisions relating to obligations of confidentiality on the mediator and on the parties.

The mediation agreement shall, upon request of the parties, be drawn up in writing.

The mediator shall conduct the proceedings in an appropriate manner, taking into account the circumstances of the case, including possible power imbalances and the rule of law, any wishes the parties may express and the need for a prompt settlement of the dispute. The parties shall be free to agree with the mediator, by reference to a set of rules or otherwise, on the manner in which the mediation is to be conducted.

The mediator, if he/she deems it useful, may hear the parties separately.

3.2.Fairness of the process

The mediator shall ensure that all parties have adequate opportunities to be involved in the process.

The mediator if appropriate shall inform the parties, and may terminate the mediation, if:

- a settlement is being reached that for the mediator appears unenforceable or illegal, having regard to the circumstances of the case and the competence of the mediator for making such an assessment, or
- the mediator considers that continuing the mediation is unlikely to result in a settlement.

3.3.The end of the process

The mediator shall take all appropriate measures to ensure that any understanding is reached by all parties through knowing and informed consent, and that all parties understand the terms of the agreement.

The parties may withdraw from the mediation at any time without giving any justification.

The mediator may, upon request of the parties and within the limits of his or her competence, inform the parties as to how they may formalise the agreement and as to the possibilities for making the agreement enforceable.

3.4.Fees

Where not already provided, the mediator must always supply the parties with complete information on the mode of remuneration which he intends to apply. He/she shall not accept a mediation before the principles of his/her remuneration have been accepted by all parties concerned.

4. Confidentiality

The mediator shall keep confidential all information, arising out of or in connection with the mediation, including the fact that the mediation is to take place or has taken place, unless compelled by law or public policy grounds. Any information disclosed in confidence to mediators by one of the parties shall not be disclosed to the other parties without permission or unless compelled by law.

Annex 4: Provisions for negotiators

There are no provisions for negotiators.