

Scope-, process- & procedure requirements 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.003.INT (Scope-, process & procedure requirements):

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. Good practitionership

- 1.1. Alternative Dispute Resolution (ADR) and the practitioner are focused on building realistic, reachable, sustainable, and proportional solutions, agreements, and decisions that allow clients to independently work together in a future-oriented way.
- 1.2. The conflictnavigator is the trusted certified ADR practitioner who handles all assignments in a professional matter against a scope, process, and procedure which were all agreed upon upfront.
- 1.3. The conflictnavigator does not have an obligation of result regarding the outcome (*the result*) of the assignment.
- 1.4. Even in the absence of explicit articles in this document, the conflictnavigator shall take all precautionary- and handling measures which are required of him/her based on good practitionership, the circumstances during the assignment in the best interests or the good order of Alternative Dispute Resolution, the safety of the participants (the clients) or themselves, or any other good-faith measures that must be taken if appropriate.
- 1.5. The conflictnavigator can, in order to secure the safety or good order of either Alternative Dispute Resolution, the participants (the clients) and themselves, and only insofar as this is due to the special circumstances of the assignment, deviate from the provisions of this document.
- 1.6. All deviations follow an assignment.
- 1.7. The conflictnavigator should document all deviations.
- 1.8. During an audit or complaint handling procedure, the in 1.6 mentioned documentation is part of the audit- or complaint file.

2. Code of conduct

- 2.1. Document ADR.PD.002 Code of conduct applies.

3. Obligation to notify

- 3.1. The conflictnavigator is obliged to notify the client(s) about the documents ADR.PD.002 Code of conduct, ADR.PD.003 Scope-, process-, procedure requirements and GNG.PD.007 Rules complaints against or among certificate holders, preferable by adding a notification clause to his/her general terms and conditions or assignment agreements or – confirmations.

Example of a notification

ADR Register

1. *(name conflictnavigator) is registered and certified with ADR Register under the main scope(s) (complete your main scope(s), possible main scopes are arbitrator, conflict coach, mediator, negotiator).*
2. *The following ADR Register quality documents apply to all our services::*
 - a. *ADR.PD.002 Code of conduct*
 - b. *ADR.PD.003 Scope-, process- and procedure requirements*
 - c. *GNG.PD.007 Rules for complaints against or among certificate holders*
3. *The here before mentioned documents will be email-forwarded at 1st request and are published at our public website page <https://adr-register.com/about-us/downloads>.*

4.Scopes (scopes)

- 4.1. The conflictnavigator must be certified for the selected process against the applicable main- and sub-scope(s), subtype(s), and specialisms.
- 4.2. Identified scopes (scopes) are:
 - 4.2.1. Arbitrator
 - 4.2.2. Conflictcoach
 - 4.2.3. Mediator
 - 4.2.4. Negotiator
 - 4.2.5. Open scope (conflictnavigator and client(s) decide for each dispute topic which partial scope is suitable and applicable)
 - 4.2.6. Hybrid scope (a combination of the hereinbefore mentioned processes)
 - 4.2.7. Any other scope to the discretion of Global Network Group
- 4.3. The scope must be in accordance with the selected process
- 4.4. Within an assignment, it is allowed to change the scope.
- 4.5. The conflictnavigator must make sure all clients are familiar with the applicable scope, and this is authorized by all upfront or additionally in between if changed during the assignment.

5. Processes

- 5.1. The conflictnavigator and the client(s) have to decide upfront on the applicable process.
- 5.2. Identified processes are:
 - 5.2.1. Arbitration
 - 5.2.2. Conflictcoaching
 - 5.2.3. Mediation
 - 5.2.4. Negotiating
 - 5.2.5. Open process (conflictnavigator and client(s) decide for each dispute topic which partial process is suitable and applicable)
 - 5.2.6. Hybrid process (a combination of the hereinbefore mentioned processes)
 - 5.2.7. Any other process to the discretion of Global Network Group
- 5.3. Within an assignment, it is allowed to change the process.
- 5.4. The conflictnavigator must make sure all clients are familiar with the selected process, and this is authorized by all upfront or additionally in between if changed during the assignment.

6.Procedures

- 6.1. The conflictnavigator and the client(s) have to decide upfront on the applicable procedure(s).
- 6.2. A process contains one or more identified procedure(s).
- 6.3. Identified procedures are:
 - 6.3.1. Procedures set, handled, and owned by bodies or organizations for professional groups
 - 6.3.2. Procedures set and handled by local, national, international authorities and governments
 - 6.3.3. Procedures in accordance with the international ISO standards or other similar standards
 - 6.3.4. Procedures set, handled, and owned by providers if the conflictnavigator is authorized by the provider
 - 6.3.5. Procedures set, handled, and owned by a franchisor if the conflictnavigator is authorized as a franchisee
 - 6.3.6. Procedures set, handled, and owned by the conflictnavigator, or the company or organization of the conflictnavigator or where the conflictnavigator is employed
 - 6.3.7. Hybrid procedures (a combination of the hereinbefore mentioned procedures)
 - 6.3.8. Other procedures to the discretion of Global Network Group
- 6.4. Within an assignment, it is allowed to change the procedure.
- 6.5. The conflictnavigator must make sure all clients are familiar with the selected procedures, and this is authorized by all upfront or additionally in between if changed during the assignment.

7. Commencement document

- 7.1. For each assignment, the conflictnavigator is obliged to deliver and settle a commencement document.
- 7.2. The commencement document contains at least:
 - 7.2.1. overview applicable scope(s), process(es), procedure(s) as mentioned in the articles here before
 - 7.2.2. fee and costs agreement
 - 7.2.3. client permission statement/confirmation
 - 7.2.4. applicable terms & conditions
- 7.3. Qualifying commencement documents are:
 - 7.3.1. client agreement
 - 7.3.2. assignment confirmation statement, email, or letter
 - 7.3.3. any other written document that shows proof of the assignment
 - 7.3.4. any other document to the discretion of Global Network Group
- 7.4. A recording (audio, video) qualifies as a substitute for a document

8. Closing document

- 8.1. For each assignment, the conflictnavigator is obliged to deliver and settle a closing document.
- 8.2. The closing document contains at least:
 - 8.2.1. overview applicable scope(s), process(es), procedure(s) as mentioned in the articles here before, as far as it differs from the commencement document
 - 8.2.2. description of the outcome (the result) or explanation about the closing or termination
 - 8.2.3. any other important information about the process and the outcome (the result)
 - 8.2.4. applicable terms & conditions.
- 8.3. Qualifying closing documents are:
 - 8.3.1. settlement agreement
 - 8.3.2. arbitration verdict
 - 8.3.3. minutes of the sessions
 - 8.3.4. settlement confirmation statement, email, or letter
 - 8.3.5. closing or termination statement, email, or letter
 - 8.3.6. any other written document that shows proof of the outcome (the result) or the closing or termination
 - 8.3.7. any other document to the discretion of Global Network Group
- 8.4. A recording (audio, video) qualifies as a substitute for a document

9. Fees and costs

- 9.1. The conflictnavigator and client(s) are obliged to agree upfront on the fee for the session(s) and all additional costs, such as travel expenses, location, and other costs.

10. Insurance, financial assistance, subsidy options

- 10.1. The conflictnavigator is required to inform the client upfront whether:
- 10.1.1. his/her services are accepted by insurance companies and if the client can file a refund request with his/her (legal expenses) insurance company, or about, if applicable, financial assistance and subsidy options & procedures.
 - 10.1.2. He/she, or the company or organization, possesses valid liability insurance coverage (polis).
(Note: A valid liability insurance coverage (polis) is applicable to all conflictnavigators. See for exemptions document ADR.AD.001 Requirements audit documents.)

11. Client- or assignment file

- 11.1. The conflictnavigator holds for all clients or assignments, or the combination of both, a file including the identification number or label for each file.

12. Client-feedback

- 12.1. The conflictnavigator asks the client to complete a feedback form, preferably straight after when all sessions are conducted or otherwise when necessary. If the client refuses, the conflictnavigator marks the refusal in the client- or assignment file.

13. Privacy statement & policy

- 13.1. The conflictnavigator holds a privacy statement & policy which applies to all clients. If the conflictnavigator is based in the EU, the privacy statement needs to comply with the European General Data Protection Regulation (GDPR).

14. Online- and cloud-based operations

- 14.1. Online- and cloud-based operations are allowed for all processes, scopes, and procedures.
- 14.2. The conflictnavigator rules online- and cloud-based operations per:
- 14.2.1. (General) terms & conditions, and/or
 - 14.2.2. Commencement- and closing documents, and/or
 - 14.2.3. Process documents such as privacy statement EU-GDPR, and/or
 - 14.2.4. (Additional) agreements as mentioned in article 14.3, and/or
 - 14.2.5. Other documents, to be decided by the conflictnavigator
- 14.3. If necessary, the conflictnavigator and the client(s) agree additionally on online- and cloud-based operations, including:
- 14.3.1. Permission
 - 14.3.2. Confidentiality
 - 14.3.3. Data ownership, sharing, handling, and storing/filing
 - 14.3.4. Terms and conditions related to the availability of (ICT) infrastructure, hardware as well as software
 - 14.3.5. Costs
 - 14.3.6. Other aspects

Annex 1: Provisions for arbitration

There are no provisions for arbitration.

Annex 2: Provisions for conflictcoaching

There are no provisions for conflictcoaching.

Annex 3: Provisions for mediation

Mediation styles

- The conflictnavigator works against 1 or more mediation styles.
- Identified styles are:
 - Directive mediation
 - Evaluative mediation
 - Facilitative mediation
 - Narrative mediation
 - Transformative mediation
 - Open style (the conflictnavigator decides for each assignment or session which partial style is suitable and applicable)
 - Hybrid style (a combination of the hereinbefore mentioned processes)
 - Any other style to the discretion of Global Network Group
- When working against the directive- or evaluative mediation style, advice and consultancy are allowed.
- When working against the narrative- or transformative mediation style, the conflictnavigator must be additionally qualified for the applicable knowledge-, skills- and techniques.
- During an assignment, it is allowed to change the mediation style.

Family mediation

- In general, family mediation is not handled against the facilitative mediation style.

Authorities and social-, welfare-, and care-taking organizations

- It is recognized and accepted that authorities and social-, welfare-, and care-taking organizations, *such as child- and youth care, police*, might assist one or more parties or add specific conditions to the mediation process without being formally active or part of the mediation process.
- The mediator is authorized to communicate directly with the authorities and social-, welfare-, and care-taking organizations and to implement the contact into the mediation process.

Annex 4: Provisions for negotiation

There are no provisions for negotiation.

Annex 5: Provisions for scopes & types

AMV Opleidingen | Divorce Specialist®

The subtype AMV Opleidingen | Divorce Specialist® is handled against:

- Certification: the conflictnavigator is at least certified as conflictcoach, mediator, and negotiator.
- Scope: the conflictnavigator handles the assignment as conflictcoach or negotiator.
- Process: the conflictnavigator implements the process conflictcoaching or negotiation.
- Procedure: the conflictnavigator implements the procedure AMV Opleidingen | Divorce Specialist® including mediation skills and techniques.

AMV Opleidingen | Kinderen Scheiden Mee Coach®

The subtype AMV Opleidingen | Kinderen Scheiden Mee Coach® is handled against:

- Certification: the conflictnavigator is at least certified as conflictcoach, mediator, and negotiator.
- Scope: the conflictnavigator handles the assignment as conflictcoach.
- Process: the conflictnavigator implements the process conflictcoaching.
- Procedure: the conflictnavigator implements the procedure AMV Opleidingen | Kinderen Scheiden Mee Coach® including mediation skills and techniques.

Voorkans | Prediation®

The subtype Voorkans | Prediation® is handled against:

- Certification: the conflictnavigator is at least certified as mediator, and negotiator.
- Scope: the conflictnavigator handles the assignment as negotiator.
- Process: the conflictnavigator implements the process negotiation.
- Procedure: the conflictnavigator implements the procedure Voorkans | Prediation® including mediation skills and techniques.