

ADR Register

Process & procedure requirements for the 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 (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. Processes

- 1.1. The practitioner and the client(s) have to decide upfront on the applicable process.
- 1.2. Identified processes are:
 - 1.2.1. Arbitration
 - 1.2.2. Conflict-coaching
 - 1.2.3. Mediation
 - 1.2.4. Negotiating
 - 1.2.5. Open process (practitioner and client(s) decide for each dispute topic which partial process is suitable and applicable)
 - 1.2.6. Hybrid process (a combination of the herebefore mentioned processes)
 - 1.2.7. Any other process to the discretion of Global Network Group
- 1.3. Within an assignment, it is allowed to change the process.
- 1.4. The practitioner 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.

2. Roles

- 2.1. The practitioner must be certified for the selected process against the applicable main- and sub-scope(s), subtype(s), and specialisms.
- 2.2. Identified roles are:
 - 2.2.1. Arbitrator
 - 2.2.2. Conflict-coach
 - 2.2.3. Mediator
 - 2.2.4. Negotiator
 - 2.2.5. Open role (practitioner and client(s) decide for each dispute topic which partial role is suitable and applicable)
 - 2.2.6. Hybrid role (a combination of the herebefore mentioned processes)
 - 2.2.7. Any other role to the discretion of Global Network Group
- 2.3. The role must be in accordance with the selected process
- 2.4. Within an assignment, it is allowed to change the role.

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- 2.5. The Practitioner must make sure all clients are familiar with the applicable role and this is authorized by all upfront, or additionally in between if changed during the assignment.

3.Procedures

- 3.1. The practitioner and the client(s) have to decide upfront on the applicable procedure(s).
- 3.2. A process contains one or more identified procedure(s).
- 3.3. Identified procedures are:
 - 3.3.1. Procedures set, handled and owned by bodies or organizations for professional groups
 - 3.3.2. Procedures set and handled by local, national, international authorities and governments
 - 3.3.3. Procedures in accordance with the international ISO standards, or other similar standards
 - 3.3.4. Procedures set, handled and owned by providers if the practitioner is authorized by the provider
 - 3.3.5. Procedures set, handled and owned by an franchisor if the practitioner is authorized as franchisee
 - 3.3.6. Procedures set, handled and owned by the Practitioner, or the company or organization of the Practitioner or where the Practitioner is employed
 - 3.3.7. Hybrid procedures (a combination of the herebefore mentioned procedures)
 - 3.3.8. Other procedures to the discretion of Global Network Group
- 3.4. Within an assignment, it is allowed to change the procedure.
- 3.5. The practitioner 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.

4. Start document

- 4.1. The practitioner has the obligation to deliver and settle a start document.
- 4.2. The start document contains at least:
 - 4.2.1. overview applicable process(es), role(s), procedure(s) as mentioned in the articles herebefore
 - 4.2.2. fee and costs agreement
 - 4.2.3. client permission statement/confirmation
 - 4.2.4. applicable terms & conditions
- 4.3. Qualifying start documents are:
 - 4.3.1. client agreement
 - 4.3.2. assignment confirmation statement, email or letter
 - 4.3.3. any other written document that shows proof of the assignment
 - 4.3.4. any other document to the discretion of Global Network Group
- 4.4. A recording (audio, video) qualifies as a substitute for a document

5. Closing document

- 5.1. The practitioner has the obligation to deliver and settle a closing document.
- 5.2. The closing document contains at least:
 - 5.2.1. overview applicable process(es), role(s), procedure(s) as mentioned in the articles herebefore
 - 5.2.2. description of the outcome (the result) or description about the closing or termination
 - 5.2.3. any other important information about the process and the outcome (the result)
 - 5.2.4. applicable terms & conditions.

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- 5.3. Qualifying closing documents are:
 - 5.3.1. settlement agreement
 - 5.3.2. arbitration verdict
 - 5.3.3. minutes of the sessions
 - 5.3.4. settlement confirmation statement, email or letter
 - 5.3.5. closing or termination statement, email or letter
 - 5.3.6. any other written document that shows proof of the outcome (the result) or the closing or termination
 - 5.3.7. any other document to the discretion of Global Network Group
 - 5.4. A recording (audio, video) qualifies as a substitute for a document

6. Fees and costs

- 6.1. The practitioner 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.

7. Insurance, financial assistance, subsidy options

- 7.1. The practitioner is required to inform the client upfront whether:
 - 7.1.1. 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.
 - 7.1.2. He/she, or the company or organization, possesses a valid liability insurance coverage (polis).

8. Client-file

- 8.1. The practitioner holds for all clients the personal client-file, including a client identification number or label.

9. Client-feedback

- 9.1. The practitioner asks the client to complete a review- and feedback form, preferable straight after when all sessions are completed or otherwise when necessary. If the client refuses, the practitioner marks the refusal in the client file.

10. Privacy statement & policy

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

11. Online- and cloud-based operations

- 11.1. Online- and cloud based operations are allowed for all processes, roles and procedures.
- 11.2. The practitioner rules online- and cloud-based operations per:
 - 11.2.1. (General) terms & conditions, and/or
 - 11.2.2. Start- and closing documents, and/or
 - 11.2.3. Proces documents such as privacy statement EU-GDPR, and/or
 - 11.2.4. (Additional) agreements as mentioned in article 11.4, and/or
 - 11.2.5. Other documents, to be decided by the practitioner
- 11.3. If necessary, the practitioner and the client(s) agree additionally on online- and cloud-based operations, including:
 - 11.3.1. Permission
 - 11.3.2. Confidentiality
 - 11.3.3. Data ownership, sharing, handling and storing/filing
 - 11.3.4. Terms and conditions related to the availability of (ICT) infrastructure, hardware as well as software
 - 11.3.5. Costs
 - 11.3.6. Other aspects