



THE OFFICE OF OMBUDSMAN FOR UNITED NATIONS FUNDS AND PROGRAMMES

THE CODE OF CONDUCT OF THE MEDIATORS OF THE GLOBAL MEDIATION PANEL

The purpose of this Code of Conduct (“Code”) is to ensure that all mediators of the Global Mediation Panel of the Office of Ombudsman for the United Nations Funds and Programmes (“Office”) are guided by a single set of ethical rules and principles.

The Code establishes rules that promote the confidence of all the users in the process of mediation.

All mediators of the Global Mediation Panel are required to comply with the Code.

SECTION A. DUTIES TOWARDS THE PARTIES

1. Independence

- a. Before accepting an appointment as a mediator, the Mediator must declare to the Office, to the best of his/her knowledge, his/her prior or anticipated dealings or relations, personal or business, with any Party, and represent that he/she is independent of any of the Parties.
- b. The Mediator should ensure that she/he is able to act as the Mediator with full independence and will not be under any influence of any Party throughout the process of mediation.
- c. The duty to ensure independence as described above is a continuing obligation of the Mediator.

2. Neutrality

The Mediator shall not:

- a. give legal advice to any Party in the mediation;
- b. impose a result on any Party; nor
- c. adjudicate or decide on all or any issues in relation to the dispute.

3. Impartiality

The Mediator shall, at all times, act and endeavour to be seen to act, impartially towards all the Parties. If in the course of the mediation, the Mediator becomes aware of any circumstances that may affect his or her ability to act impartially, the Mediator must immediately inform the Parties and the Office of such circumstances. If the Mediator considers that he or she is not able to conduct the process in an impartial manner, he or she may need to consider withdrawing from the process and to notify the Office.



4. Conflict of interest

- a. Before accepting an appointment as a mediator, the Mediator has to disclose, to the best of his or her knowledge, any financial or other interest, whether actual, potential or perceived, direct or indirect, that he or she may have in the outcome of the mediation.
- b. The Mediator has a continuing obligation to disclose any conflict of interest that arises after accepting the appointment as a mediator.

5. Voluntary participation

- a. The Mediator shall inform the Parties of their right to withdraw from the mediation process at any time, after consultation with the Mediator, without giving any justification.
- b. The Mediator may terminate the mediation if, after consultation with the Parties, he or she determines that he or she will be unable to assist the Parties effectively in the process.

6. Informed consent

- a. The Mediator shall explain to all Parties the nature of the mediation process, the procedures in the mediation and his or her role as a mediator.
- b. The Mediator shall ensure that all Parties and participants sign the Agreement to Mediate before the mediation begins.
- c. The Mediator shall ensure that each Party understands the terms of the Settlement Agreement before signing it. In the event the Party needs legal advice, the Mediator shall provide such Party an opportunity to procure external legal advice before signing the Settlement Agreement but in no circumstances shall provide such advice himself/herself.

7. Self-determination

The Mediator shall ensure that the Parties are able to make free and un-coerced decisions in relation to the mediation process and the outcome, including termination of the process, continuation, suspension thereof, and settlement.

8. Confidentiality

- a. The Mediator shall keep all information, arising out of or in connection with the mediation confidential (whether such information arises out of telephone conversations, meetings, email or other means) except that:
 - (i) documents and oral statements, which existed or were made before the mediation, are not protected under confidentiality;
 - (ii) the disclosure is permitted when compelled by law;
 - (iii) the disclosure is necessary in relation to the work of the Office of the Ombudsman such as sharing the information with the Office of the Ombudsman, the other



mediators of the Global Mediation Panel, or the International Advisory Board in a confidential setting;

- (iv) the Office of Ombudsman may determine that there appears to be an imminent risk of serious harm and waive confidentiality; and
- (v) the disclosure is permitted to enforce a mediated settlement agreement.

- b. The Mediator should not disclose any information provided to him or her by one Party in a separate session in confidence without the prior permission of the disclosing party.

SECTION B. DUTIES IN RELATION TO THE PROCESS

9. Competence

- a. The Mediator shall be competent and knowledgeable in the process of mediation to satisfy the reasonable expectation of the Parties. Relevant factors shall include proper training and continuous enhancement of the knowledge and skills required in mediation, having regard to the nature of the disputes that the Mediator is required to handle.
- b. The Mediator shall also ensure that he/she will have sufficient time and attention to conduct the mediation process expeditiously and efficiently. The Mediator shall not take the case if he/she does not have requisite competence in the subject matter of the dispute or sufficient time to appropriately handle the case as per the present Code and other applicable rules that may be adopted in relation to the Global Mediation Panel or mediations involving UN organizations.

10. Fairness in the process

The Mediator shall conduct the mediation process with fairness to all Parties in conducting the mediation process and will ensure that each Party will be given adequate opportunity to participate in the discussions in the mediation.

11. Recording of settlement

If the Parties reach a settlement in the mediation, the Mediator may assist the Parties to record terms of settlement in writing and ensure that the Parties understand and accept the terms of any settlement.

12. Advertising

The Mediator shall not use the fact that he/she is a member of the Global Mediation Panel for advertising purposes to procure other business and shall not represent to any party that he/she is a staff member of the United Nations or any United Nations organization. The mediator is an independent contractor serving on an on-call basis, and such capacity shall be accurately represented to any inquiring parties. The mediator, however, is not precluded from including his/her involvement with the Global Mediation Panel on his/her resume, professional websites, or other materials for informational purposes.