



Office of the
Ombudsman
for United Nations Funds and Programmes

CODE OF CONDUCT

**FOR THE MEDIATORS OF
THE OFFICE OF THE OMBUDSMAN
FOR UNITED NATIONS FUNDS &
PROGRAMMES**

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The Office of the Ombudsman for United Nations Funds and Programmes (the “Office”) is a confidential, neutral, independent, and informal resource for all members of the UNDP, UNFPA, UNICEF, UNOPS, and UN Women workforce. The Office helps to prevent and resolve workplace-related disputes and issues regardless of the type of contract or position of the involved personnel.

Please feel free to contact the Mediation Unit if you have any questions about mediation services.

Mediation Unit of the Office of the Ombudsman for United Nations Funds and Programmes

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

All Mediators of the Office of the Ombudsman are required to comply with this Code.

DEFINITIONS

- (a) **Party** or **Parties**: Members of the United Nations workforce, regardless of their type of contract or position, or any of the United Nations Funds and Programmes served by the Office (UNDP, UNICEF, UNFPA, UNOPS, and UN Women), who have agreed to or engaged in Mediation to resolve their conflicts¹ involving workplace issues.
- (b) **Mediation**: A confidential conflict-resolution process wherein the Parties in conflict voluntarily engage in a constructive dialogue facilitated by a Mediator to resolve their conflict.
- (c) **Mediator**: A staff member of the Office of the Ombudsman, a member of the Global Mediation Panel, or a consultant mediator engaged by the Office who conducts the Mediation in a neutral manner.
- (d) **Global Mediation Panel**: A group of external on-call mediators approved by the Office.
- (e) **Settlement Agreement**: A document memorializing any agreement reached by the Parties through the Mediation process and binding them, whether in the form of an email or a written document signed by the Parties.

¹ The term “conflict” and “dispute” are used interchangeably.

DUTIES TOWARDS THE PARTIES & THE OFFICE

1. INDEPENDENCE

- (a) Throughout the process of Mediation, the Mediator shall ensure that they are able to act as a Mediator with full independence and will not be under any influence of anyone.
- (b) Before accepting an appointment as a Mediator, the Mediator must declare to the Office, to the best of their knowledge, any concerns related to their prior or anticipated dealings or relations, personal or business, with any Party or the matter in dispute.
- (c) The duty to ensure independence, as described above, is a continuing obligation of the Mediator.

2. IMPARTIALITY & NEUTRALITY

- (a) Impartiality is defined by the Mediator's behavior and actions, while neutrality is defined by their interest in the outcome of the conflict.
- (b) The Mediator shall have no interest in the outcome of the conflict at all times.
- (c) Before accepting an appointment as a Mediator, the Mediator must disclose, to the best of their knowledge, any financial or other interest, whether actual, potential, or perceived, direct or indirect, that they may have in the outcome of the Mediation.
- (d) The Mediator shall, at all times, act and strive to be seen to act impartially toward all the Parties. If, during the Mediation, the Mediator becomes aware of any circumstances that may affect their ability to act impartially, the Mediator must immediately inform the Parties and the Office of such circumstances. The Mediator has a continuing obligation to disclose any

actual or perceived conflict of interest that arises after accepting the appointment as a Mediator.

- (e) If the Mediator considers that they are unable to conduct the process impartially or neutrally, they need to promptly notify the Office and consider withdrawing from the process. The Office may withdraw the Mediator's appointment at its discretion.

3. 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, they determine that they will be unable to assist the Parties effectively in the process.

4. INFORMED CONSENT

- (a) The Mediator shall ensure that the Parties are able to make free and un-coerced decisions in relation to the Mediation process, its outcome, termination, continuation, suspension, and settlement.
- (b) The Mediator shall explain to all Parties the nature of the Mediation process and their role as a Mediator.
- (c) The Mediator shall ensure that all Parties and participants in the Mediation have access to the Mediation Rules² before the Mediation begins.
- (d) The Mediator shall ensure that each Party has the opportunity to review and comprehend the terms of any Settlement Agreement reached through Mediation. In the event a Party needs legal advice

² Mediation Rules, Office of the Ombudsman for United Nations Funds and Programmes, available at <https://fpombudsman.org/wp-content/uploads/2024/01/Mediation-Rules-FINAL.pdf>.

before finalizing the Settlement Agreement, the Mediator shall provide such Party an opportunity to procure external legal advice but in no circumstances shall provide such advice themselves.

5. DECISION-MAKING

The Mediator shall not:

- (a) Give legal advice to any Party;
- (b) Impose a result on any Party; nor
- (c) Adjudicate or decide on all or any issues in relation to the dispute.

6. CONFIDENTIALITY

- (a) The Mediator shall keep confidential all information relating to the Mediation except that:
 - (i) Materials and oral statements that are in the public domain are not protected under this Code;
 - (ii) Materials of a Party that existed before the Mediation belong to that Party;
 - (iii) Information can be disclosed to and circulated within the Office of the Ombudsman;
 - (iv) Disclosure is permitted per the Terms of Reference for the Office, including when the Office determines that there appears to be an imminent risk of serious harm and there is no other reasonable option for confidentially handling the matter; and
 - (v) Disclosure is permitted as needed to enforce a mediated Settlement Agreement per the applicable United Nations rules and regulations.
- (b) The Mediator shall not disclose any information provided to them by one Party in a separate session

in confidence without the prior permission of the disclosing Party.

DUTIES IN RELATION TO THE PROCESS

7. COMPETENCE

- (a) The Mediator shall be competent and knowledgeable in the process of Mediation to satisfy the reasonable expectations of the Parties. Relevant factors shall include proper training and continuous enhancement of the knowledge and skills required in Mediation.
- (b) The Mediator shall also ensure that they will have sufficient time and attention to conduct the Mediation process expeditiously and efficiently. The Mediator shall not take the case if they do not have requisite competence in the subject matter of the conflict or sufficient time to appropriately handle the case as per the present Code and other applicable rules and regulations.

8. RECORDING OF SETTLEMENT

If the Parties reach a settlement in the Mediation, the Mediator may assist the Parties in recording settlement terms in writing (in an email or a formal document). However, the Parties ultimately take responsibility for such a Settlement Agreement.

9. MARKETING

The Mediator shall not use the fact that they are a member of the Global Mediation Panel for advertising purposes to procure other business. The Mediator shall not represent to any party that they are 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 their involvement with the Office of the Ombudsman on their resume, professional websites, or other materials for informational purposes.