United Nations | Network of UN System Ombudsman and Mediators

MEDIATION PRACTICE GUIDELINES FOR UN SYSTEM MEDIATION OMBUDSMAN AND MEDIATORS

1. INTRODUCTION AND PURPOSE

1. These guidelines provide a framework for mediation services offered within the participating Organizations of the CEB Network of UN System Ombudsman and Mediators. They apply to Offices that provide mediation services.

2. Mediation is grounded in dialogue, dignity, and respect. By fostering mutual understanding and restoring communication, mediation can help parties in workplace conflicts or disputes find a mutually agreeable resolution, thereby supporting workplace cohesion, collaboration, productivity, and psychological safety.

2. DEFINITIONS

The terms defined below may appear in lower case or capitalized throughout these Guidelines and shall have the meanings ascribed to them in this section.

(a) **Party or Parties**: Any individual holding an employment contract or another appropriate type of contract with the Organization (hereinafter referred to as "personnel"), or the Organization itself, who agrees to and engages in mediation to resolve workplace issues. The Organization's rules may also allow former personnel to avail themselves of mediation services, provided that the request for mediation is made in accordance with the rules of the Office.

(b) **Mediation**: A voluntary[1], confidential, and impartial process in which a neutral, independent third party (the mediator) facilitates communication and negotiation between two or more Parties to help them reach a mutually acceptable solution regarding a workplace conflict or dispute.

(c) **Mediator(s)**: A staff mediator of the Office or an external mediator engaged by the Office who conducts mediation, either as a solo mediator or as a co-mediator. The term "Mediator," when used in this context, refers to both singular and plural forms.

(d) **Office**: The office mandated to provide mediation services under the rules of the Organization.
(e) Ombudsman: the Office of the Ombudsman, which includes all applicable official titles (e.g., Ombudsman, Ombudsperson, Ombuds) used in United Nations system organizations to define an organizational ombudsman and mediation function. It also includes individual(s) working for the Office of the Ombudsman in this capacity.

[1] In some organizations, the Parties may be required to attend an intake session and the first session of the mediation process.

(f) **Organization(s)**: [Name of the Organization] served by the Office.

(g) **Third Persons**: individuals, including Staff, Counselor, HR, Colleague, who are not a Party to the mediation but participate in the process with the consent of the Mediator and the Parties.

3. MANDATE OF THE MEDIATION SERVICES

1. All personnel and Organizations are encouraged to utilize informal conflict resolution, including mediation, as a first or early step when appropriate in addressing and resolving workplace conflicts and disputes. Early recourse to mediation helps prevent escalation, preserve relationships, avoid unnecessary litigation, and reduce reliance on formal or adversarial procedures.

2. The mediation services aim to:

   i. Facilitate constructive dialogue by supporting parties in open, honest, and respectful communication to enhance mutual understanding.

   ii. Promote amicable resolution by fostering mutually acceptable agreements before Parties pursue formal grievance or adjudicatory mechanisms, during, or even after such formal processes.

   iii. Enhance workplace relationships by contributing to harmonious professional interactions and fostering a positive organizational culture through early, proactive conflict management.

   iv. Empower Parties by helping them identify their underlying interests and needs, explore options, and take ownership of solutions, thereby strengthening their capacity to manage future conflicts independently.

4. OMBUDS AND MEDIATOR

1. **Mandate for Mediation.** Mediation may be offered as a standalone service or one of the services provided by an Office, if this function is explicitly mandated by the Organization's governing framework or relevant legislative bodies. Where such a mandate exists, the Office may offer mediation as part of a broader conflict-resolution portfolio; otherwise, the provision of mediation typically requires separate authorization or a distinct structural arrangement.

2. **Integrated Models.** Some Offices operate under an integrated model that combines ombuds and mediation services within a single framework. In such settings, the Office may provide mediation if explicitly authorized by relevant legislative bodies. While ombuds services offer a flexible range of tools, mediation remains an informal, yet structured process guided by procedural norms.

3. **Records of Mediation.** A defining feature of the Office's mediation mandate is that it does not create or retain records of mediation sessions except for administrative reasons. While mediations—particularly those conducted as part of formal resolution processes such as litigation—may result in Parties producing certain documents (such as an agreement to mediate or a settlement agreement), these documents belong solely to the Parties and not to the Office or the Mediator.

4. **Administrative Records.** While the Office does not keep substantive records of mediation sessions, it may maintain limited administrative records (e.g., dates, mediator assignments, agreements to mediate, settlement agreements) solely for coordination, quality assurance, and research purposes. Such administrative records are retained by the Office for the period defined by the rules of the Office and the Organization.

5. **Avoiding Conflicts of Interest.** To maintain clear boundaries and avoid conflict of interest, it is recommended that an ombudsperson who has been extensively involved in assisting a visitor with a particular matter not also serve as the Mediator for that same matter, where possible. In such cases, the ombudsperson is encouraged to disclose the nature of their engagement and, with the Parties' agreement, may proceed to mediate.

6. **Separation of Functions.** To safeguard neutrality and independence, Offices that provide both ombuds and mediation services should ensure clear functional boundaries between these roles. While an Office may operate under an integrated framework and may administer or coordinate mediation processes, appropriate safeguards must be in place to prevent role confusion or conflicts of interest. Actual mediations should be conducted by a professionally trained or certified mediator, whether a staff member or an external practitioner.

5. PRINCIPLES OF MEDIATION

Mediation services are guided by key principles—confidentiality, neutrality, independence, and informality—that ensure a fair, respectful, and effective process. These principles create a safe space for open dialogue, empower Parties to participate actively in resolving their workplace conflicts or disputes, and promote outcomes that foster positive and lasting workplace relationships.

5.1. Confidentiality

1. **General Confidentiality Obligation**: Unless the Parties and the Mediator agree otherwise, everyone involved in the mediation—including the Mediator, the Parties, and other participants—shall keep confidential all information relating to the mediation, except in the following circumstances:

   i. Materials and oral statements already in the public domain are not protected under the rules of the Office;

   ii. Materials belonging to a Party that existed prior to the mediation remain the property of that Party;

   iii. Information may be disclosed to and circulated within the Office, as reasonably needed for case management;

   iv. Disclosure is permitted under the rules of the Organization and the Office, including when the Office determines there is an imminent risk of serious harm and no other reasonable option exists for confidentially handling the matter;

   v. Disclosure is permitted with the agreement of the Parties and the Mediator; and

   vi. Disclosure is permitted as needed to enforce a mediated settlement in accordance with the applicable rules and regulations of the Organization.

2. **Privilege and Non-Disclosure in Formal Proceedings**: All documents prepared for, and oral statements made during, mediation are absolutely privileged and confidential in relation to proceedings before any tribunal and formal processes and shall not be disclosed. In some organizations, no mention of mediation efforts shall be made in documents or written pleadings

submitted to tribunals or in oral arguments before them. However, where tribunals must determine the dates and extent of the Office's involvement in a case, and upon request by the tribunal or both Parties, the Office may issue a certificate confirming the start and end dates of mediation without disclosing any substantive discussions.

3. **Non-Compellability of Mediators and Office Personnel**: The Parties agree not to call the Mediator or any member of the Office as witnesses, nor require them to produce notes or evidence in any subsequent formal proceedings. Neither the Mediator, Office personnel, nor the Parties shall testify about anything said during mediation unless the Office determines there is an imminent risk of serious harm, and no other reasonable option exists for confidentially handling the matter.

4. **Prohibition on Recordings or Transcripts**: Participants in the mediation shall not make recordings, in any format, of any part of the mediation.

5.2. Neutrality

The Mediator shall remain impartial and neutral throughout the process, ensuring that all Parties are treated fairly, have equal opportunity to be heard, and that no Party receives preferential treatment. The Mediator shall not take sides or advocate for any Party. Impartiality and neutrality apply both in appearance and in practice. The Mediator is bound by professional ethical standards and must avoid any conduct that could reasonably be perceived as biased. Should the Mediator become aware of a potential or perceived conflict of interest that could affect impartiality or neutrality, they are expected to disclose it promptly, and the Office may appoint a different Mediator if needed.

5.3. Independence

The Office enjoys structural independence within the Organization and safeguards its functions from any internal or external influence or pressure that could compromise the key principles of the process. The Office does not report on the content of mediation sessions to any entity, including management or legal services, unless an exception is provided under the Organization's applicable rules (such as imminent risk of serious harm). This independence safeguards the trust of the Parties and ensures that mediation remains a truly confidential, neutral, and informal space for open dialogue and resolution.

5.4. Informality

Mediation is a flexible, voluntary, and informal process that does not rely on formal legal procedures or rigid evidentiary standards. The purpose of informality is to allow Parties to speak openly and safely, explore underlying issues, and co-create mutually agreeable solutions in a supportive environment. Informality also means that the Mediator will not impose a decision or judgment, and the Office creates no formal record of the discussion. This principle distinguishes mediation from formal grievance or legal processes. It allows a less rigid structure conducive to more creative, interest-based outcomes while aiming to preserve relationships and avoid the stress and cost of formal litigation.

6. INITIATION, TIMELINES, AND ELIGIBILITY

1. **Initial Intake Session**: Mediation usually begins with an intake session(s), which the Office proposes that the Parties attend when the case is deemed suitable for mediation by the Mediator or the Office. This initial step allows all Parties to gain a clear understanding of the mediation process and its potential benefits.

2. **Voluntary Participation**: Mediation is a voluntary process. However, in some organizations, the Parties may be required to attend an initial intake session and/or the first session of the mediation

process. Thereafter, participation in further mediation remains entirely voluntary. Each Party has the autonomy to decide whether to continue or end the mediation process at any point. In all cases, both the Parties and the Mediator may withdraw from the mediation at any time. Similarly, the choice to reach an agreement rests solely with the Parties involved. While mediation is always encouraged, if a Party declines the offer to mediate, the Office may continue supporting the individual who seeks informal conflict resolution through its ombuds services, where appropriate and in accordance with its mandate.

3. **Good Faith Commitment**: By agreeing to enter mediation, Parties commit to engaging in the process with honesty and in good faith.

4. The Office retains discretion to determine the appropriateness of offering mediation in specific cases.

5. Requests for mediation may be made orally or in writing by any Party involved—individually or collectively—through direct contact with the Office. Mediation may also be initiated through formal institutional channels. Upon receiving a request, the Office will promptly review the matter to confirm its suitability for mediation.

6. Parties may request mediation at any time. While formal dispute resolution processes may impose deadlines for filing complaints, subject to the organizational rules, these do not restrict Parties from seeking mediation outside, before, during, or after such procedures. Some Parties may also have contractual obligations specifying timelines for amicable negotiations, which should be respected during mediation.

7. Mediation may be encouraged by management, human resources, staff representatives, legal counsel for the aggrieved Parties, or other relevant stakeholders.

8. Parties whose grievances have reached the formal resolution stage—such as through tribunals, management evaluation mechanisms, or similar processes—are often encouraged to explore informal resolution options, either bilaterally or through the Office. In such cases, mediation may proceed pursuant to a referral from the formal system. Specific rules and protocols govern the transition between formal and informal processes to ensure clarity, procedural integrity, and compliance with applicable timelines.

9. In organizations that have signed a mediation pledge or adopted an “informal first” approach—committing to explore mediation in all cases—Parties are encouraged to avail themselves of this opportunity and engage with the Office as early as possible.

10. The duration of mediation depends on the complexity and nature of the conflict. The Office may recommend an appropriate timeframe and mode of mediation (e.g., in-person or virtual sessions) to facilitate an effective resolution while ensuring efficiency.

7. INCENTIVES TO MEDIATE

1. Mediation plays a critical role in helping Parties better understand each other’s perspectives, guiding them toward mutually acceptable solutions while empowering them to actively shape the outcome. Because mediation is party-driven, it encourages individuals to take ownership of resolving their disputes, resulting in more meaningful and durable agreements.

2. Mediation provides a safe and flexible platform for dialogue that saves time and organizational resources compared to formal dispute resolution or litigation. It safeguards sensitive information

through strict confidentiality, avoids creating binding precedents, and enables creative, tailored solutions that reflect the unique circumstances of the Parties.

3. Initiating mediation does not prevent a Party from pursuing formal remedies if no settlement is reached. Under the Organization's applicable rules, the Office may request an extension of relevant formal deadlines, allowing the Parties to engage fully in mediation without the pressure of impending procedural time limits.

8. APPOINTMENT OF A MEDIATOR

1. Once the Parties agree to engage in mediation, the Office will assign a Mediator to facilitate the process. Depending on the nature of the case and at the Office's discretion, the Mediator may be a staff member of the Office or an external professional.

2. The Parties may express preferences regarding the Mediator's qualifications, background, language, location, or preferred mode of mediation—such as in-person, virtual, or hybrid. These preferences will be taken into account by the Office in its administrative role. However, the Office and the Mediator retain full discretion over final decisions concerning the appointment and the conduct and logistics of the mediation.

3. In certain cases, the Office may appoint two or more Mediators to conduct the process jointly (co-mediation). Co-mediation can be especially valuable in complex disputes, intercultural contexts, or when combining complementary skills is expected to enhance the quality of facilitation. Co-Mediators work collaboratively and share responsibility for managing the process.

9. DECISION MAKING IN MEDIATION

1. The Mediator, together with the Office and in consultation with the Parties, will determine how the mediation will be conducted. This may include the mode (e.g., in-person or virtual), structure (joint or individual sessions), and timeline, tailored to the nature and complexity of the dispute.

2. The Office and the Mediator retain discretion over procedural aspects of the mediation, such as meeting formats and process flow. These decisions will take into account the specific circumstances of the case, available resources, and the needs of the Parties to ensure a fair and effective process.

3. While the Mediator facilitates the process, all substantive decisions regarding the outcome rest solely with the Parties. The Mediator does not impose solutions but supports the Parties in reaching a voluntary and mutually acceptable agreement, should they so choose.

10. DIRECT PARTICIPATION, MEDIATOR'S DISCRETION, AND AUTHORITY TO SETTLE

1. **Direct Participation.** Mediation is a party-driven process that emphasizes the direct involvement of the Parties. While Parties may choose to be accompanied or represented by counsel, an advocate, a staff association representative, or a family member, this intention must be promptly communicated to the Mediator. The Party should also provide either a power of attorney or a clear confirmation regarding the representative's role and authority (for example, stating that the representative is a member of the organization's legal department and authorized to speak or act on the Party's behalf).

2. **Mediator's Discretion on Participation.** The Mediator may request the direct participation of the Party even if a representative is present. This ensures that the Party's own perspective is heard and considered during the process.

3. **Authority to Settle.** By entering into mediation, each Party affirms that an individual with full authority to settle the matter will be available to participate in the mediation. If the designated person cannot be present, the Party must promptly obtain confirmation of decisions from that individual as needed to support the mediation process.

4. **Third Persons**. Third Persons may participate in mediation with the consent of the Mediator and the Parties, in the role of a support person, observer, or expert invited to provide procedural, technical, or subject-matter advice or emotional support.

11. SETTLEMENT AGREEMENT

1. The Parties may reach an agreement and choose to formalize it in writing or through another agreed approach. Parties can settle their dispute either fully or partially during the mediation process.

2. Settlement agreements are confidential and subject to the confidentiality provisions outlined earlier, unless one of the exceptions applies.

3. When Parties agree to document their consensus in writing, the Mediator may assist in facilitating the drafting of the agreement and help the Parties achieve terms that are clear, specific, and implementable. However, the Mediator is not responsible for the content or execution of the agreement, and this does not constitute recordkeeping by the Office; all documents remain the property of the Parties.

4. The Parties are responsible for reviewing and confirming the content of the agreement and are encouraged to seek legal advice before signing, if appropriate.

5. Written settlement agreements must be signed by the Parties or their authorized representatives with full authority to settle the issues between them. The Mediator does not sign the settlement agreement.

6. Electronic signatures, which may include confirmations by email, are generally accepted in mediation settlement agreements, provided they meet applicable requirements.

7. In cases not involving administrative decisions within the Organization, such as interpersonal matters, the result may be an informal memorandum of understanding or written commitment statement. This document outlines the Parties' mutual commitments and clarifies their approach to future interactions.

8. **Verbal Agreements.** If the Parties choose a verbal agreement—commonly in interpersonal matters—the Mediator will ensure the Parties clearly understand the nature of the consensus and its consequences (such as not entering the formal system). The Mediator may also inform the Parties that they may return to mediation if needed.

9. **No Agreement.** Mediation may end without an agreement, either by choice or because no settlement is reached. This outcome does not mean the process failed; mediation may provide the Parties with a valuable opportunity to be heard and can help improve future communication and relationships.

10. When mediation is referred from a formal mechanism (e.g., tribunal or management evaluation), the Mediator may be required to report the mediation outcome to that mechanism, in accordance with applicable rules. In this case, the Mediator can only indicate whether a settlement agreement was reached (in full or in part) or if no agreement was reached, without providing any other details.

12. FEEDBACK & SURVEYS

1. The Office uses various tools to assess the effectiveness of the mediation process. Upon conclusion of mediation, the Office may share a voluntary survey with the Parties to gather feedback on their experience.

2. Parties are encouraged to provide honest and sincere responses, regardless of the outcome of the mediation. By participating, they consent to the Office using anonymized survey data for internal analysis, service improvement, reporting purposes, and for inclusion in Office materials and publications.

13. TERMINATION

1. Mediation is considered complete when the process results in a mutually agreeable solution, documented in a settlement agreement or another form agreed upon by the Parties.

2. Mediation also ends if one or both Parties choose to withdraw from the process.

3. The Mediator may determine that mediation is unsuccessful or no longer appropriate and terminate the process.

4. If the allocated time for mediation expires without the Parties expressing willingness to continue or agreeing to an extension, the mediation is terminated.

14. FORMAL DEADLINES AND SUSPENSION OF ACTION

1. **Mediation Without Prejudice.** Requesting, agreeing to, or participating in mediation is not a formal complaint or report and does not affect any Party's right to pursue formal resolution under the Organization's rules.

2. **Deadlines Continue to Run.** Mediation may not, in itself, pause or stop any formal deadlines, including those for management evaluations, tribunal filings, investigations, or other formal procedures, unless a competent authority—such as a tribunal—expressly decides to suspend the deadline.

3. **Deadline Extensions.** Despite the above, deadlines may be extended during mediation efforts if permitted by the Organization's rules and upon the Office's request. Parties should promptly coordinate with the Office to request such extensions. The Office reserves the right to assess and decide on the appropriateness of extension requests based on the circumstances of each case.

4. **No Suspension of Administrative Decisions.** Participation in mediation does not suspend the implementation of any contested administrative decision.

15. ENFORCEABILITY

1. **Definition.** Enforceability in mediation refers to the extent to which the terms of a mediation settlement agreement can be legally upheld or compelled by a court, tribunal, or other competent authority.

2. **Organizational Rules.** Settlement agreements reached through mediation are enforceable in accordance with the Organization's rules. For example, within the United Nations system, written agreements with Organizations involving administrative decisions or actions are binding on the Parties and may be enforced if necessary.

16. CONFLICT OF INTEREST

1. **Definition.** A conflict of interest arises when a Mediator's personal or professional interests could reasonably be seen as affecting their impartiality, neutrality, or objectivity.

2. **Disclosure.** To preserve the integrity of the mediation process, the Mediator must promptly disclose any actual, potential, or perceived conflicts of interest to the Parties.

3. **Recusal.** Where such a conflict exists, the Mediator shall decline or withdraw from the case to ensure a fair and unbiased process. For example, a Mediator should not accept or continue a case when:

   i. Personal Affiliation: The Mediator has a close personal relationship with any Party (e.g., family ties, friendship, or romantic involvement).

   ii. Professional Relationship: The Mediator has a current or past professional relationship with any Party (e.g., acting as supervisor, supervisee, counsel, or advisor), which could create a real or perceived bias.

4. **Office Review**. When a conflict of interest is disclosed, the Office will assess the situation and determine the appropriate course of action.

17. REPRISAL

1. Given that mediation is an informal conflict resolution process, no participant in mediation shall be subject to any reprisal—whether threatened or actual—for participating in mediation. Any individual engaging in reprisal may be subject to disciplinary measures in accordance with the Organization's rules.

2. Where the participant has reason to believe that reprisal may have occurred, they are encouraged to contact the appropriate formal office to address the alleged misconduct.

18. TRAINING

1. **Mediator Commitment.** Mediators shall engage in continuous professional development to maintain and strengthen their skills in mediation, effective communication, managing complex conflicts, and fostering collaborative solutions. Ongoing learning ensures mediators remain impartial, adaptable, and effective in addressing the evolving challenges of workplace conflicts.

2. **Organizational Support.** The Organization is encouraged to support and facilitate training for Mediators as part of its commitment to a fair and respectful work environment. Investment in mediator development not only enhances individual performance but also reinforces the Organization's overall conflict resolution capacity.

3. **Organizational Impact.** Well-trained mediators are better positioned to serve both personnel and management, contributing to a workplace culture of trust, cooperation, and mutual respect.

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