

## Code of Conduct of NOLOC

### General

In practising their profession NOLOC's members comply with the following rules of conduct:

1. The member (where stated in the male form, the female form is implied as well) shall submit to the rules laid down in this Code of Conduct.
2. Both in performing activities and in contacts with colleagues and principals, the member shall exercise the greatest possible care and refrain from conduct that is detrimental to the trust in and the standing of the profession.
3. The member focuses his activities on supporting the individual in his career development, outplacement, reemployment and reintegration. The member may also perform other activities for the same principal, such as career counselling, training advice, recruitment and selection, etc. At all times, prior to initiating the support, the member shall inform the client about any conflicting roles/activities that he performs for this principal or has performed for it in the last two years.

### Accepting assignments

4. If the member wishes to accept assignments resulting from advice provided by him in another role, he shall inform all persons involved thereof in advance.
5. The member shall see to it that a commissioning agreement is laid down in writing, clearly stating the arrangements about the obligations of both parties. The confirmation of the assignment shall at least contain the following elements:
  - a description of the objective
  - a description of the procedure to be followed
  - a description of the manner of reporting
  - time span
  - fees and expenses
  - manner of payment
  - the statement that the rules of conduct of this code are applicable to the assignment being performed.
6. In the scope of performing an assignment, the member shall promote a good working relationship with all parties involved.
7. The member shall accept an assignment granted to him only if he has ascertained that:
  - acceptance of the assignment as such will not be interpreted by the principal as a promise to leave or recognition of the necessity thereto by a client and neither as recognition of underperformance by or unsuitability of the client in his present position or the existence of a situation making it impossible to work;
  - he has acquainted himself with all information that is relevant for performing the assignment properly and that is known to exist or could be known to exist in reason. This is laid down as such in writing in the agreement with the principal, unless the client has been informed thereof already explicitly in another manner.
8. An assignment may be part of arrangements in respect of termination of the contract of employment; this is clarified by and to all parties in advance.

### **Supporting the client**

9. In their first contact the member shall state that the client is allowed to accept or decline the service at any time as well as to break it off at any time. In case of the assignment having been interrupted for a period totalling more than six months, it shall be deemed to have been terminated, unless arrangements reading otherwise have been made which have been confirmed in writing by all parties involved.
10. The member shall perform the activities to be performed for the principal for the benefit of a client with due care and after discussion with that client. He shall refer a client to other disciplines, if and to the extent that this is advisable for serving the interests of that client.
11. The member has the right to terminate the support provided to a client prematurely if, exercising due care in practising his profession and complying with the rule laid down in article 10, he can no longer expect to achieve the objective of the supporting process in reason. Obstruction by a client may lead to the member breaking off the service prematurely or terminating it entirely. Before proceeding to do so, the member shall notify the client in writing.

### **Reporting**

12. The member aims at reporting in a manner that is acceptable to the client.
13. Any report containing specific information about a client shall be provided to the principal only with the former's permission in writing. An exception thereto may be made only by written agreement of all parties involved and prior to the support being initiated. Information on the progress of the support is an exception to this rule.

### **Non-disclosure and obligation of confidential treatment**

14. The member shall keep any information that is received by him unilaterally from a principal and/or a client secret and use that information only to the extent that such is required for the assignment granted to him being performed properly and to the extent that he has not been forbidden to use it explicitly.
15. Any information received by the member from the principal and/or the client of which it has been established that it is known to all parties involved shall be treated confidentially.

### **Mutual relationship**

16. The members aim at a mutual relationship resting on consideration, trust in and respect for the expertise of each of them in the field of human being and career.
17. A member receiving an assignment that has already been granted to another member is obliged, in the interest of a client, to accept that assignment only after consultation with that other member.
18. If a member holds the view that another member acts in contravention of this code of conduct, he shall contact the relevant member.
19. Articles 16, 17 and 18 are not applicable if the code is invoked as a result of a conflict pertaining to labour law between members.

## **Deviations from this code**

20. In the event that the member's principal and employer are actually the same (legal) person, arrangements shall be made, if such is deemed to be required by either party, about deviations in the application of this code. Deviations shall be laid down in writing and discussed with a client explicitly and in advance.

## **Professionalism**

21. A member aims at acquiring and maintaining a high level of professionalism in practising his profession. He takes the boundaries of his expertise and the limitations of his experience into account.

22. A member scrutinises himself regularly, exercises self-reflection and applies self-analysis to examine how and in what direction he will develop as a human being and as a professional, so as to enable himself to continue to perform in an optimum manner.

23. On request, a member provides information about his education, experience and qualifications and the methods and style which he (mainly) applies in supporting clients. For that purpose he shall make a Curriculum Vitae available that is updated by him on a regular basis.

## **Complaints**

24. The member undertakes to confirm the receipt of a complaint from a client within two weeks in writing and subsequently to deal with it within four weeks from receipt.

## **Disciplinary rules**

25. In case of disciplinary proceedings the Complaints Handling Regulations of NOLOC are applicable.

26. In case of this code of conduct being violated by a member of NOLOC, the principal, the client, other members of NOLOC, as well as any other directly interested parties, have the right to submit complaints to the Complaints Handling Board.

27. A member is obliged to appear before the Complaints Handling Board and to lend his cooperation as requested.

28. In case that a complaint about the service provided by a member has led to the relationships having been disrupted to such extent that any further services are refused by a client, NOLOC will make such arrangements as further services being provided (by another member) and proper agreements on setting off the fee being made.

This code of conduct comes into effect on 1 October 2008.