Trust underpins the mediation process. If the parties do not trust a mediator's integrity in terms of competence diligence, neutrality, independence, impartiality, fairness and the ability to respect confidences, mediation is unlikely to succeed.

The IMI Code of Professional Conduct ("the Code") provides users of mediation services with a concise statement of the ethical standards they can expect from Mediators who choose to adopt its terms and sets standards that they can be expected to meet.

Users who believe the standards established in this Code have not been met may activate the IMI Professional Conduct Assessment Process. IMI Certified Mediators are required to make known to users which code of conduct governs their professional mediation practice. They are not required to select this Code provided they have subscribed to a code, and that they indicate this to users.

DEFINITIONS

For the purposes of this Code, Mediation is defined as a process where two or more parties appoint a third-party neutral ("Mediator") to help them in a non-binding dialog to resolve a dispute and/or to conclude the terms of an agreement.

An IMI Certified Mediator (also called a Mediator in this Code) is one:

• whose competency in the practice of mediation has been certified by IMI, and
• who is authorized by IMI to use IMI's name and logo, and
• whose Profile is included on the IMI web portal at: www.IMImediation.org

1. MEDIATOR APPOINTMENT

1.1 Entitlement to use the title "IMI Certified Mediator" and the IMI logo

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In the event that an IMI Certified Mediator fails to maintain IMI's requirements for certification, or no longer qualifies as an IMI Certified Mediator, use of the title IMI Certified Mediator and use of IMI's name and logo will end, and the Mediator's Profile will no longer be included on the IMI web portal.

1.2 Promotion of Mediators’ services
Subject to applicable laws and to regulations governing professional practice, Mediators will present and promote their practice in a truthful way. They may quote freely from, and link to, their Profile on the IMI web portal and they are free to replicate that Profile, or extracts from it, for their own professional purposes.

1.3 Appointment
Before the mediation begins, Mediators will advise the parties (eg by way of directing them to the Mediator's Profile on the IMI web portal, or in the mediation agreement):
- about their relevant background and experience
- which code of conduct the Mediator will observe
- which process will apply in the unlikely event of a party believing the Mediator has not met the standards of the stated code of conduct
- that at the end of the process they will be invited to offer written feedback on the process and on the Mediator's role, and
- whether they hold a current professional indemnity liability insurance policy covering their professional practice as a Mediator.

2. DILIGENCE, INDEPENDENCE, NEUTRALITY, IMPARTIALITY

2.1 Diligence
Mediators may accept an assignment to act as Mediator in any situation where they feel competent to serve in that capacity.

2.2 Independence, Neutrality and Impartiality
2.2.1 Mediators will not accept an appointment without first disclosing anything within their knowledge that may, or may be seen to, materially affect their independence neutrality or impartiality. This duty to disclose is a continuing obligation throughout the mediation process.

2.2.2 The existence of circumstances potentially affecting, or appearing to affect, a Mediator's independence, neutrality or impartiality will not automatically imply unfitness to act as a mediator provided these circumstances have been fully disclosed and addressed to the satisfaction of the parties and the Mediator.

2.2.3 Mediators will always act in an independent, neutral and impartial way. They shall act in an unbiased manner, treating all parties with fairness, quality and respect. If at any time a Mediator feels unable to conduct the process in an independent, neutral and impartial manner, (s)he will express that concern and will offer to withdraw from the mediation. Such circumstances include:
- financial or personal interests in the outcome of the mediation
- existing past or future financial, business or professional relationship with any of the parties or their representatives about which the Mediator is aware.
- other potential source of bias or prejudice concerning a person or institution which may affect that Mediator's independence, neutrality or impartiality or reasonably create an appearance of partiality or bias.
2.3 Conflicts of Interest

2.3.1 Mediators will conduct reasonable inquiries to determine if any interests, conflicts of interests or potential biases may exist. They will have a continuing duty to disclose any interests, conflicts of interests or potential biases that may become apparent during the mediation process.

2.3.2 Following any such disclosures, a Mediator will decline to participate as a mediator in a particular case if any of the parties raises an objection, unless a contract or applicable law or Court Order nevertheless requires the Mediator's participation. Even then, if a Mediator personally believes that the matters disclosed would inhibit their actual impartiality, the Mediator should withdraw as the mediator.

2.3.3 After accepting appointment, and until the mediation process ends, Mediators will not enter into financial, business, professional, family or social relationships or acquire financial or personal interests that are likely to affect or might reasonably create the appearance of conflict of interest, partiality or bias, without making a prior disclosure to all the parties and gaining their consent.

2.3.4 Within 12 months following the end of a mediation, Mediators will not represent in an advisory capacity any party to a mediation in the same or a substantially related matter, unless all parties to the mediation expressly consent to that representation after full disclosure. Acting as a neutral in other dispute resolution proceedings (eg as a mediator or arbitrator) that may involve some or all of the parties will not be considered a representation in an advisory capacity for the purposes of this clause.

2.3.5 At no time following the end of a mediation will Mediators adduce evidence or testify on behalf of one of the parties in making or defending a claim against another party to the same mediation where they have acquired confidential information from the other party, unless all that information is no longer confidential or unless the party protected by the confidentiality gives consent.

3. MEDIATION PROCESS

3.1 Procedure
Mediators will satisfy themselves that the parties to the mediation and their advisers understand the characteristics of the mediation process, their roles as parties and advisers, and the role of a mediator. The Mediator will ensure that before the mediation begins, the parties have understood and agreed the terms and conditions which will govern the mediation including those relating to obligations of confidentiality on the Mediator and on the parties. It is best practice for those terms to be contained in a written Mediation Agreement unless the parties or the circumstances dictate otherwise.

3.2 Fairness and Integrity of the process
3.2.1 Mediators will explain the mediation process to the parties and their advisers, and be satisfied that that they consent to the process being used and to the Mediator selected (unless applicable law, court rules or contract require use of a particular process and/or mediator). Mediators will ensure that, if there are to be any pre-mediation private communications with the Mediator, all parties are aware they will have equal opportunity to raise issues.
3.2.2 Mediators will conduct the process with fairness to all parties and will take particular care to ensure that all parties have adequate opportunities to be heard, to be involved in the process and to have the opportunity to seek and obtain legal or other counsel before finalizing any resolution.

3.2.3 Mediators will take reasonable steps to prevent any misconduct that might invalidate an agreement reached at a mediation or create or aggravate a hostile environment. Mediators will also be satisfied that the parties have reached agreement of their own volition and knowingly consent to any resolution.

3.3 Termination of the process
3.3.1 The Mediator will ensure the parties understand that they may withdraw from the mediation at any time by informing the Mediator and all other parties without being required to give any justification for doing so.

3.3.2 Mediators may withdraw from a mediation if a negotiation among the parties assumes a character that to the Mediator appears unconscionable or illegal.

3.4 Feedback
Unless inappropriate in the circumstances, Mediators will, at the conclusion of a mediation, invite the parties and advisers and any co-mediators or assistant mediators, to complete an IMI Feedback Request Form and return it to the Reviewer indicated by the Mediator in his/her IMI Profile to assist in the preparation of the Mediator's Feedback Digest.

3.5 Fees
3.5.1 Mediators will, before accepting appointment, agree with the parties how their fees and expenses will be calculated, and how they will be paid by the parties (and if shared between the parties, in what proportions). Mediators who withdraw from a case will return to the parties any fees already paid relating to the period following withdrawal.

3.5.2 Mediators will not suggest to the parties that their remuneration should be based on or related to the outcome of the mediation.

4. CONFIDENTIALITY

4.1.1 Mediators will keep confidential all information acquired in the course of serving as a mediator in a mediation unless:

- compelled to make a disclosure by law, by a Court of Law or by some governmental agency having appropriate authority and jurisdiction or
- required under paragraph 5.1, in which event the recipients of the confidential information shall themselves be bound to maintain the confidentiality, or
- the specific information comes into the public domain (otherwise than as a result of a disclosure by the Mediator), or
- the parties release the Mediator from the confidentiality restriction, or
- necessary to defend the Mediator from any proceedings or charges for which (s)he risks incurring any liability.

4.1.2 The Mediator may, however, disclose having previously served as a mediator in a mediation involving one or more of the parties, provided none of the details of that case are disclosed.
4.2 Mediators will discuss confidentiality with the parties before or at the beginning of the mediation and obtain their consent to any communication or practice by the Mediator that involves the disclosure of confidential information.
4.3 Mediators may use or disclose confidential information obtained during a mediation when, and to the extent that, they believe it to be necessary to prevent death or serious physical harm or damage from arising or believe an illegal act may realistically arise. Before using or disclosing such information, if not otherwise required to be disclosed by law, Mediators must, if they consider it appropriate, make a good faith effort to persuade the party and/or the party’s counsel or other advisers, to act in such a way that would remedy the situation.

5. Professional Conduct Issues and Complaints

5.1 An IMI Certified Mediator may consult his/her Reviewer about any professional or ethical dilemmas.
5.2 Where an IMI Certified Mediator is subject to the Code, a party to a mediation who believes there has been a lack of compliance with this Code may activate the IMI Professional Conduct Assessment process.

This Code of Professional Conduct may be adopted by any IMI Certified Mediator irrespective of nationality or professional background. This Code is inspired by and based on:

(4) Model Standards of Conduct for Mediators (2005) adopted by AAA, ABA and ACR
(6) JAMS Mediators Ethical Guidelines
(7) The Guidelines for the appointment of mediators, confidentiality and termination of the Chartered Institute of Arbitrators
(8) The Swiss Rule of Commercial Mediation under Mediation Rules and Clauses

Adherence to this Code does not replace or qualify any legislation or rules regulating individual professions or any more extensive rules of conduct which may apply in specific circumstances