

Code of Conduct for management consultancies affiliated to the Raad van Organisatie Adviesbureaus (ROA) as adopted by the members of the ROA at the general meeting of members on 12 June 2014.

Objective and scope of the ROA Code of Conduct

- 1.1 This Code of Conduct constitutes a written summary of the standards to which ROA members are expected to adhere in the course of their management consultancy practice. This Code of Conduct makes it clear what clients should be able to expect from ROA members and what ROA members should be able to expect from each other.
- 1.2 The Code of Conduct is binding on all ROA members under all circumstances when taking on or working on assignments in the Netherlands. As a consequence, ROA members may not prevent, circumvent or exclude the applicability of this Code of Conduct in any way, except where the assignment does not relate to management consultancy as defined in article 11.4 of this Code of Conduct.
- 1.3 ROA members shall provide adequate services in all respects, thus upholding the good name of the professionals and the management consultancy profession as a whole.
- 1.4 In their work ROA members shall abide by the law, ROA by-laws, regulations and other rules (and, where applicable, those of the Ooa) and by the core code, the rules and assumptions that, together, form the Code of Conduct. The core code comprises the following core values:
 - I. Expertise
 - II. Reliability
 - III. Care and attention
 - IV. Professional independence.
- 1.5 Regardless of whether or not the party(ies) in question are subject to a different code of conduct, ROA members shall explicitly agree with those party(ies) on each occasion that they engage them to carry out work on an assignment that the ROA Code of Conduct also applies to the party(ies) in question in all respects. Where ROA members engage third parties, this in no way releases them from their responsibilities.
- 1.6 ROA members shall bring pressure to bear on the client in respect of its practices where these do not reflect good business practice; for instance, but not limited to, where the client provides incorrect and/or incomplete information during the initial negotiations, fails to pursue a responsible policy for procuring assignments and/or does not exercise the required care and attention when providing any information and/or granting assignments.
- 1.7 In the event of complaints about failure to comply with the Code of Conduct disciplinary rules, as referred to in article 10, are in place.

Re: core value I: Expertise

Know-how, experience, competencies, skills

- 2.1 ROA members shall use their expertise, skills and work capacity to the best of their ability and as effectively as possible when working on assignments. Ultimate responsibility for each assignment shall rest with the ROA member (or its directors).
- 2.2 ROA members shall solely accept assignments for which they can show that they have the know-how, experience, competencies and skills.
- 2.3 ROA members must clearly indicate at the offer stage or during the assignment what the client is entitled to expect in the specific assignment situation.
- 2.4 Where possible, ROA members shall avoid situations in which clients attach more value to their advice than ROA members' expertise or skills and/or the work to be carried out/work performed in the context of the assignment justify.

- 2.5 When working on assignments ROA members shall ensure that they engage third parties - where necessary - in respect of matters that the ROA member in question is not (or not sufficiently) versed).

Re: core value II: Reliability

Confidential and commercially-sensitive information

- 3.1 ROA members shall, in principle, exercise care and attention and observe confidentiality in relation to private or commercially-sensitive information of which they become aware in the context of the assignment, except where they are bound by legislation to provide information in that regard and/or where work on the assignment requires this.
- 3.2 When providing such information ROA members shall ensure that the source is untraceable, unless the source gives permission to the contrary, the information is in the public domain or legislation demands that ROA members reveal the source.

Assignments: acceptance, performance, remuneration and assessment

- 4.1 ROA members shall, at all times, behave in a way that befits a good contractor in respect of acceptance of and work on the assignment, and completion of the assignment. ROA members are responsible for working on the assignment effectively and with integrity. ROA members shall not accept assignments for which they believe, or have reason to believe, that they cannot help the client effectively and with integrity.
- 4.2 Before accepting an assignment, ROA members shall ensure that there is explicit consensus on the subject matter of the assignment and the conditions under which work on the assignment is to be carried out. Where, during work on the assignment, facts or circumstances arise that demand changing the terms of the contract ROA members shall consult with the client in good time. ROA members shall ensure that any changes are clear to all parties.
- 4.3 Where ROA members are able to accept a similar assignment within one year of completion of the assignment in question and they could legitimately be expected to understand that the interests of clients for which they have worked in the past could clearly be damaged, they shall notify the client for which they have worked in the past prior to accepting the assignment. Furthermore, ROA members shall not work on the assignment before careful consideration of any objections raised by the (previous) client and before weighing up the relevant interests.
- 4.4 ROA members shall endeavour to achieve the envisaged result of the assignment (best effort obligation).
- 4.5 ROA members may suspend work on the assignment (considering the interests of the client) in the event of circumstances beyond their control that make it impossible to work on the assignment with the required integrity (*force majeure*) or where there is irreconcilable disagreement on the manner in which work on the assignment should be carried out.
- 4.6 Either when making a quotation or when invoicing, ROA members shall charge/bill a fee that is commensurate to the services provided/to be provided and the accepted assignment. The basis for the fee is formed by the amount of work performed and expenses incurred, except where ROA members and the client have explicitly agreed on a different basis prior to starting work on the assignment, subject to the terms of article 4.7.
- 4.7 ROA members shall not guarantee the envisaged result of the assignment except where they and the client have reached agreement prior to accepting the assignment on achieving a specific result, and the parties are in agreement that the description of the result to be achieved is not open to interpretation and can be objectively ascertained (obligation to produce a result). Where the explicit obligation to produce a result does not meet all the requirements listed above, the client will not invoke the obligation to produce a result. The same applies where the envisaged result is not achieved due to circumstances beyond the control of the ROA member in question. An obligation to produce a result that is agreed upon may not affect the independence of ROA members as referred to in article 9.

- 4.8 For a period of at least 3 years after any assignment is completed, ROA members shall retain (directly or indirectly) the documentation relating to the work they carried out on the assignment in question, not least in respect of being able to account for their actions at a later date. They must ensure that their archives cannot be tampered with.
- 4.9 On each occasion that ROA members complete an assignment they must also ask the client to provide an oral or written evaluation of the manner in which the work on the assignment in question was carried out.

Re: core value III: Care and attention

Care and integrity

- 5.1 ROA members act with integrity. Under all circumstances ROA members shall be able to justify their actions in (a) acquiring, (b) accepting and (c) working on assignments. They shall abide by the standards associated with consultancy services, both written and unwritten, and not abuse their authority or position.
- 5.2 For ROA members the best interests of the assignment are paramount during work on the assignment, except where these interests are in breach of legislation, common decency and public order or compromise the independence of the ROA member, or cannot otherwise be reasonably expected the ROA member. ROA members shall not accept new assignments and shall terminate any active assignments where they learn that the client is pursuing unlawful objectives or is using unlawful methods.
- 5.3 ROA members shall take into account the wishes, expectations, rights and best interests of all those involved, to the extent reasonably possible with due regard to article 9.
- 5.4 ROA members shall draw their conclusions and substantiate the same soundly. They are aware of the effects and side-effects that their activities may have within an organisation, and also of any unwanted social or other effects.

Opinions and information on individuals

- 6.1 ROA members shall exercise due care and attention in respect of giving opinions on persons when working on assignments. Where ROA members must give an opinion on a person, this opinion must constitute part of the assignment. ROA members must furthermore allow the person or persons in question to make their judgement or opinion known before ROA members then make their opinion known. ROA members shall carefully weigh the interests before giving their opinion, considering on one hand the interests of the individual and, on the other hand, the interests of the assignment.
- 6.2 ROA members shall not make identifiable details on the assignment or client known without the client's permission, except where legislation so demands. This also applies to publications on assignments in which it is possible to identify the client. In the event of ROA members directly or indirectly revealing information on a natural person (for instance in a publication) they shall notify the person in question and seek his/her consent, except where the information on the person in question is in the public domain and/or legislation demands that the ROA member in question reveal the information.

The client's workforce

- 7.1 Within one year of completing the assignment ROA members may not approach employees of the client or companies affiliated with the client who are involved in the assignment, with the intention of offering them employment or to work for them or a third party in any other manner.

Collegiality

- 8.1 ROA members interact with each other as if they were colleagues. Should a conflict of interest arise between ROA members who are both working for the same client, they shall submit to the wishes of the client and/or the best interests of the assignment.
- 8.2 ROA members shall not perform any canvassing work relating to an assignment where they are, or could be, aware that the assignment in question has already been granted to another ROA member.

Re: core value IV: Professional independence

Independence

- 9.1 As contractors, ROA members are independent operationally, relationally and materially/immaterially in relation to their assignment. They avoid conflicts of interest and keep enough distance from their assignment, client and the client's organisation that they can apply their expertise or skills without obstruction. ROA members shall not accept new assignments and shall terminate any active assignments where the independent formation of opinions or judgements is or ceases to be impossible in relation to the assignment for any reason.
- 9.2 Operational independence: In the event of ROA members carrying out work on the assignment from the perspective of specific social attitudes or objectives, they shall notify the client of this prior to accepting the assignment.
- 9.3 Relational independence: ROA members respect the agreed targets of the assignment. ROA members observe openness and transparency about existing relationships relevant to the assignment.
- 9.4 Material and immaterial independence: As contractors, ROA members shall not allow interests (material and/or immaterial) other than those of the assignment itself to play a role. Should this not be possible, they shall inform the client of this and cease work on the assignment, except where the client explicitly wishes to continue with the assignment.
- 9.5 ROA members shall respect the professional independence of its contractors when working on assignments in such a way that they can deploy their expertise or skills without obstruction so that the assignment is carried out smoothly.

Other disciplinary articles

- 10.1 Where one or more of the above terms of this Code of Conduct are breached, ROA members may be called to justify themselves under the terms of the disciplinary rules by anyone with a reasonable interest in the matter (subject to the assessment of the Disciplinary Committee and/or the Board of Appeal).
- 10.2 The Disciplinary Committee or the Board of Appeal and their respective chairs are authorised to rule on matters brought before them as per the terms of the disciplinary rules.
- 10.3 Where one or more contractors working for an ROA member breaches this Code of Conduct, the ensuing breach will be viewed, for disciplinary purposes, as misconduct on the part of the ROA member.

Definitions

- 11.1 The '*Raad van Organisatie-Adviesbureaus*' (ROA) [Council of Management Consultancy Firms] is an association that grants membership to management consultancy firms that meet the ROA admission criteria as outlined in the ROA Rules of Admission.
- 11.2 An 'ROA member' is a management consultancy firm that is a member of the ROA.
- 11.3 A 'Management Consultancy Firm' is a legal entity that provides management consultancy services to order.
- 11.4 'Management Consultancy' services cover work for a client that contributes to identifying, analysing and resolving issues relating to management, policy, organisation and performance that arise within and/or in relation to an organisation and/or between organisations. The services provided in this respect are performed autonomously of the client.
- 11.5 The 'Client' is the individual or legal entity with whom the contract for professional services is formed, or is envisaged to be formed.
- 11.6 The 'Assignment' is the contract formed between an ROA member (the contracting party) and the client to carry out work in the context of management consultancy for the client's organisation.

11.7 A 'Contractor' is an individual or legal entity that is responsible for work on the Assignment on behalf of the ROA member.

11.8 The 'Core Code' is the core code for knowledge-intensive services.

Transitional regulations

12 This Code of Conduct replaces all previous ROA codes of conduct and is effective from 1 July 2014. It applies to all assignments that are started from that date.