

Rules of Conduct for management consultants who are members of the Association of Management Science Practitioners and Management Consultants (Ooa)

Objective and scope of the Rules of Conduct of the Ooa

- 1.1 These rules of conduct set out the standards which the Ooa members should comply with in practising the management consultancy profession. These rules of conduct clarify what principals may expect from Ooa members and what Ooa members may expect from each other.
- 1.2 The rules of conduct are binding upon all Ooa members at all times in respect of assignments that have been commissioned and/or are performed in the Netherlands. Therefore, any Ooa member is not permitted to avoid, to circumvent or to exclude application of the rules of conduct (in any manner whatsoever), unless the assignment is not a management consultancy assignment as defined in article 11.4 of these rules of conduct.
- 1.3 Ooa members shall provide proper services in all respects and (thereby) ensure that a high level of trust in the professional group and in the management consultancy profession is maintained.
- 1.4 In practising their profession, Ooa members shall comply with the law, the articles, regulations and any other rules of the Ooa, as well as the Key Code, the rules and the principles jointly constituting the Code of Conduct. The Key Code comprises the key values:
 - I. Expert
 - II. Reliable
 - III. Meticulous
 - IV. Professionally independent
- 1.5 The Ooa member shall agree with any party engaged by him for performing the assignment, irrespective of whether any other code of conduct is already applicable to that party, explicitly on each occasion that this (Ooa) code of conduct is also applicable to that party in full. Engaging third parties shall not relieve the Ooa member of his responsibilities under any circumstances.
- 1.6 The Ooa member shall call the principal to account about his conduct if the latter does not behave as a good principal should, for example – but not exclusively – if the principal has provided incorrect and/or incomplete information during the preliminary interviews, does not pursue a proper commissioning policy and/or does not observe the carefulness and reliability required in providing information and/or commissioning the assignment(s).
- 1.7 For dealing with complaints about non-compliance with the rules of conduct, Disciplinary Rules have been adopted, as referred to in article 10.

Sub key value I: Expert

Knowledge, experience, competencies and skills

- 2.1 The Ooa member shall use his knowledge and expertise and capacity for work to the best of his ability and as effectively as possible for performing the assignment. Any assignment shall be performed under the final responsibility of the (board-of) the Ooa member.
- 2.2 The Ooa member shall accept only those assignments for which, in his opinion, he is qualified on the basis of the knowledge, experience, competencies and skills to be demonstrated satisfactorily by him.
- 2.3 The Ooa member shall set out clearly to the principal in the proposal or in the assignment-what the latter may expect in the specific assignment-related situation.
- 2.4 The Ooa member shall prevent to the best of his ability the principal from attaching any value to his advice that is greater than justified on the basis of his knowledge and expertise and on the basis of the activities performed/to be performed in the scope of the assignment.
- 2.5 In performing the assignment the Ooa member shall ensure that – if necessary – he engages third parties for subjects that are specific to the assignment and for which the Ooa member himself does not have (adequate) expertise.

Sub key value II: Reliable

Confidential and sensitive competitive information

- 3.1 In principle, the Ooa member shall treat confidential or sensitive competitive information of which he has become aware in the scope of the assignment carefully and observe secrecy in respect thereof, unless the Ooa member is obliged to disclose such information pursuant to a statutory provision and/or the interest of performing the assignment requires him to do so.
- 3.2 When disclosing such information, the Ooa member shall ensure that it cannot be traced back to its source, unless the source has given its permission thereto, the information is known through public sources or a statutory provision obliges the Ooa member to do so.

Acceptance and performance of the assignment, remuneration and evaluation

- 4.1 The Ooa member shall behave properly and as becomes a good commissioned party in accepting, performing and completing the assignment at all times and is responsible for the assignment being performed properly and effectively. The Ooa member shall not accept any assignment of which he is aware or may be aware in reason that he cannot provide any good and effective services to the principal.
- 4.2 Before accepting an assignment, the Ooa member shall ensure that there is explicit consensus between the principal and the Ooa member on the contents of the assignment and the conditions subject to which it is to be performed. In the event that, when the assignment is being performed, any facts or circumstances arise necessitating the agreement to be modified, the Ooa member shall enter into consultations with the principal in a timely manner. The Ooa member shall ensure that any modifications are clear to all parties.

- 4.3 In the event that, within one year from having completed an assignment, the Ooa member may accept a comparable assignment of which he should appreciate in reason that thereby the interest of a former principal is harmed directly and demonstrably, he shall inform the former principal immediately. The Ooa member shall accept said assignment only when he has considered the (former) principal's objections, if any, carefully and has weighed up the relevant interests.
- 4.4 The Ooa member undertakes to make efforts to the best of his ability to achieve the result intended by the assignment (best efforts obligation).
- 4.5 The Ooa member has the right to suspend performing the assignment (in a careful manner in respect of the principal), if performing the assignment properly is impeded due to circumstances beyond his influence (force majeure) or if an insoluble disagreement with the principal about the manner in which the assignment is to be performed has arisen.
- 4.6 The Ooa member shall ensure that, both when submitting a proposal and when invoicing, a fee is offered/charged that is in accordance with the services to be performed/performed and the responsibilities accepted. The fee shall be based on the hours spent on the assignment and the expenses incurred, unless such has been agreed upon otherwise explicitly prior to the assignment and subject to article 4.7.
- 4.7 The Ooa member shall guarantee that the result of the assignment is achieved only if the Ooa member and the principal reach agreement explicitly, prior to the assignment being accepted, about the result to be achieved and if it has been established between parties that the description of the result to be achieved allows of one interpretation only and that it can be established objectively (result commitment). In the event that the explicit result commitment does not satisfy the aforesaid cumulative requirements, the principal shall not have the right to invoke the Ooa member's result commitment. The same is applicable if the result not being achieved is beyond the Ooa member's influence. Entering into a result commitment must not affect the Ooa member's professional independence as referred to in article 9.
- 4.8 The Ooa member shall keep the documentation pertaining to the assignment performed by him in custody or cause said documentation to be kept in custody for a period of three years minimum from completing the assignment, also with a view to possible subsequent accountability. He shall ensure that his files cannot be abused.
- 4.9 On each occasion the Ooa member shall finalise an assignment by requesting the principal to provide a written or verbal evaluation of the manner in which the assignment has been performed.

Sub key value III: Meticulous

Meticulous and honourable

- 5.1 The Ooa member shall act honourably. The Ooa member can account for his actions at any time when (a) acquiring, (b) entering into and (c) performing assignments. He shall comply

with the letter and the spirit of the standards attached to the consultancy relationship and shall not abuse his powers or position.

- 5.2 When performing the assignment the Ooa member shall give the interest of the assignment a central position, unless said interest is contrary to the law, common decency or the independence of the Ooa member or it cannot be demanded from the Ooa member otherwise in reason that he gives priority to the interest of the assignment. The Ooa member shall not accept any assignment and shall terminate any assignment being performed when he has become aware of the principal pursuing illegal objectives or applying illegal methods.
- 5.3 To the extent that such is possible in reason and subject to article 9, the Ooa member shall take the wishes, expectations, rights and interests of all parties involved into account.
- 5.4 The Ooa member shall base and substantiate his conclusions thoroughly. He is aware of the (side) effects of his activities in an organisation and of possible undesired social or other effects.

Opinions and information about persons

- 6.1 In performing the assignment the Ooa member shall exercise due care when expressing opinions about persons. If the Ooa member has to express an opinion about a person, such opinion must be part of the assignment. In addition, the Ooa member is obliged to hear the person or persons involved and allow him or them to give their opinion or view first before the Ooa member expresses his opinion. The Ooa member shall weigh up the interests of the individual on the one hand and the interests of the assignment on the other carefully before expressing an opinion.
- 6.2 The Ooa member shall publish identifiable information about the principal with the principal's permission only, unless he is obliged to do so by legislation or regulations. This is also applicable to publications about assignments in which the principal can be identified. In the event that the Ooa member discloses information about natural persons, either directly or indirectly, (for example for a publication), the Ooa member is obliged to inform the relevant person thereof and request his permission, unless the information about said person may also be traced back through public sources and/or the Ooa member is obliged to disclose said information by legislation and/or regulations.

Principal's staff

- 7.1 An Ooa member shall not take the initiative to offer employment to any person, or to cause any person to perform activities for him or for any third party, who is employed by the principal or by a company affiliated to the principal and who is involved in the assignment within one year from completing the assignment.

Loyalty to colleagues

- 8.1 Ooa members-are loyal to each other. In case of a conflict of interests between Ooa members who are both performing activities with one principal, the Ooa members shall cause the wish of the principal or the interest of the assignment to prevail.

- 8.2. The Ooa member shall not make any efforts to acquire an assignment if he is aware or may be aware that another Ooa member has already been commissioned for the relevant assignment.

Sub key value IV: Professionally independent

Independence

- 9.1 The Ooa member – in his capacity as commissioned party – is independent in respect of his assignment as regards content and relationship and (in)tangible interests. He/it shall avoid any entanglement of interests and keep such distance from his assignment and his principal and the latter's organisation as enabling him to use his expertise and competence without any restriction. The Ooa member shall not accept any assignment and terminate any assignment being performed if forming an independent judgement for the assignment is not or no longer possible during the assignment for whatever reason.
- 9.2 Independence as regards content: in the event that the Ooa member performs the assignment on the basis of specific social views or objectives, he shall notify the principal thereof prior to accepting the assignment.
- 9.3 Independence as regards relationship: the Ooa member is loyal to the objectives of the assignment agreed upon. The Ooa member is open and transparent about existing relationships that are relevant to the assignment.
- 9.4 Independence as regards (in)tangible interests: The Ooa member – in his capacity as commissioned party – shall avoid that any interests (either tangible or intangible) other than those of the assignment itself are playing any role in the assignment. If such is not possible, he will notify the principal thereof and terminate the assignment, unless the principal explicitly wishes performance of the assignment to be continued.
- 9.5 The Ooa member shall respect the professional independence of parties carrying out his instructions when entering into and performing assignments in such manner as such parties being able to use their expertise and competence without any restriction to ensure that the assignment is performed in an optimum manner.

Other articles

Disciplinary rules

- 10.1 In the event that one or more of the above rules of conduct is/are not complied with, an Ooa member may be called to account pursuant to the Disciplinary Rules by any party having a reasonable interest (at the discretion of the Disciplinary Committee or the Board of Appeal).
- 10.2 The Disciplinary Committee and the Board of Appeal and their chairmen respectively are competent to decide on any dispute in conformity with the provisions laid down in the Disciplinary Rules.

- 10.3 In the event that one or more parties performing instructions of an Ooa member violate(s) these rules of conduct, such violation shall be designated as a violation by the Ooa member in the sense of the Disciplinary Rules.

Definitions

- 11.1 The "Association of Management Science Practitioners and Management Consultants" (Ooa) is an association the membership of which consists of management consultants satisfying the admission criteria of the Ooa as set out in the Ooa Admission and Assessment Regulations.
- 11.2 An "Ooa member" is a natural person who has been entered in the membership list of the Ooa.
- 11.3 A "management consultancy firm" is a legal person providing management consultancy services commissioned by a principal.
- 11.4 "Management consultancy" is making a contribution for the benefit of a principal to establishing, analysing and solving problems in the field of management, policy, organisation and performance arising within and/or related to an organisation and/or between organisations. Such services are provided on the basis of an independent position in respect of the principal.
- 11.5 The "principal" is the natural or legal person with which the commissioning contract has been entered into or is intended to be entered into respectively.
- 11.6 The "assignment" is the contract entered into between an Ooa member (the commissioned party) and the principal for performing management consultancy activities for the benefit of the principal's organisation.
- 11.7 A "party carrying out instructions" is a natural or legal person who has been instructed to perform the assignment on behalf of the Ooa member.
- 11.8 The "Key Code" is the Key Code applicable to knowledge-based services.

Transitional provisions

- 12 These rules of conduct substitute earlier rules of conduct. They come into effect on 1 July 2014 and are applicable to all assignments performed with effect from said date.

This document is a translation of the Rules of Conduct in Dutch.
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