

THE
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ARBITRATORS & MEDIATORS
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AUSTRALIA

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**PRINCIPLES OF CONDUCT
FOR PROBITY SERVICE PROVIDERS - PROCUREMENT**

Preamble

1. These Principles are intended to apply to the conduct of all proceedings or assignments in which probity audits or adviser services are provided by a Probity Auditor and/or Adviser appointed by a client (the “Client”), where those services are related to procurement, contracting, or similar processes. Such a probity service provider shall observe fundamental standards of ethical conduct consistent with the nature of the services, and apply the highest standards of integrity.
2. These Principles do not take the place of, or supersede, any such legislation applicable to procurement or fair trading and are not intended to interfere with the provisions of such legislation in any manner.

Integrity and fairness

3. Upon receipt of an invitation or enquiry to provide probity services, a probity service provider shall immediately consider the request, and obtain sufficient preliminary information to determine if there is or may be a conflict of interest or bias, including a perception of conflict or bias. If it is so determined then the invitation shall be declined.
 4. A Probity Service Provider shall accept an assignment only if he or she believes that they are competent to conduct and complete the related assignment.
 5. A Probity Service Provider shall accept an assignment only if the service provider will be available to conduct the services in a timely manner and see it through to final probity assessment and report as required by the client.
 6. A Probity Service Provider shall observe such standards of conduct in order to preserve the integrity and fairness of the apposite processes.
 7. A Probity Service Provider shall avoid conduct likely to affect impartiality or which might reasonably create the apprehension of bias.
 8. A Probity Service Provider shall be fair to all parties and not be influenced by irrelevant issues, by fear of criticism or by self-interest.
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9. A Probity Service Provider shall comply with the provisions of relevant legislation and guidelines.
10. A Probity Service Provider shall apply best endeavours to be aware of the legislation, policies, standards and directives which apply to the matters of the assignment.

Conflict of interest

11. A Probity Service Provider shall immediately disclose to the Client if the Probity Service Provider becomes aware of, any direct or indirect financial, business, professional or personal interest in the outcome of the assignment or family or social relationships with the Client or others involved in the assignment.

Communications with the parties shall avoid impropriety

12. A Probity Service Provider shall not communicate either in writing or orally the substantive issues in a matter with any party who is not reasonably expected to have access to or information on the issues.
13. A Probity Service Provider may have oral or written communications with a party or its representatives, other than the Client, that are relevant to the matter, but only if it is necessary to do so and it is in the best interests of the Client, and with the agreement of the Client.
14. Whenever a Probity Service Provider communicates in writing with a party other than the Client, the Probity Service Provider shall at the same time send a copy of the communication to the Client. Whenever the Probity Service Provider receives any written communication concerning the assignment from a party other than the Client, which has not already been sent to the Client, the Probity Service Provider shall immediately provide a copy to the Client.
15. Whenever a Probity Service Provider communicates orally with a party other than the Client, the Probity Service Provider shall make a record of the communication including the information communicated by both parties, and at the earliest time send a copy of the communication record to the Client.

Acting in a just, independent and deliberate manner

16. The Probity Service Provider shall act fairly, perform duties diligently, and conclude the assignment as promptly as possible, consistent with the expectations of the Client.
17. The Probity Service Provider shall apply careful deliberation, and consider all issues promptly and reasonably.
18. The Probity Service Provider shall consider all matters reflectively and justly, exercising independent judgment, and shall not permit outside pressure to affect the probity opinion.

19. The Probity Service Provider shall not delegate the responsibility for the assignment or its outcomes to any other person.
20. Where the assignment includes reporting to the Client, the Probity Service Provider shall ensure all reports are clear, logical, complete, and well reasoned.

Trust and confidentiality

21. The Probity Service Provider shall not, at any time, use confidential information acquired during the assignment to gain personal advantage or advantage for others, or to affect adversely the interest of another.
22. The Probity Service Provider shall not, at any time, disclose confidential information acquired during the assignment unless obliged by law to do so, or the parties expressly consent in writing.
23. The Probity Service Provider shall at all times act to ensure and demonstrate a high level of trust and respect in all dealings with all parties and the Client.

Fees

24. The Probity Service Provider shall fully disclose the basis of compensation, fees, and charges to the Client at the outset of the assignment or as soon as practicable or as requested.
25. The Probity Service Provider shall not claim any cancellation fees and shall only claim for work done and expenses incurred.
26. If a Probity Service Provider charges fees, the fees shall be reasonable, considering among other things, the nature of the service, the type and complexity of the matter, the expertise of the Probity Service Provider, and the time required.
27. When invoicing for the cost of the assignment, the Probity Service Provider shall provide an account itemised in sufficient detail for the parties to be able to interpret the basis of the charges generated.