

Dave Nave & Associates

**CODE
OF
PROFESSIONAL
CONDUCT**

Code of Professional Conduct

Overview

Mission Provide education, training, and practical guidance in new levels of managing and process performance. Going beyond the quality of the product to the quality of management and the organization.

Values

- Individual integrity
- Mutual trust and respect
- Intellectual honesty
- Encouraging openness to explore and learn

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I. Introductory Remarks

1. We engage only in work that offers opportunity to create or refine new Leadership or Performance Enhancement methods. Or to use existing methods to:
 - a) Help other professionals improve their effectiveness,
 - b) Acquire new knowledge through planned investigation about processes, people and their interactions.
 - c) Improve efficiency, uniformity, quality, service, and performance of product or service,
 - d) Achieve smoother operations and more effective administration.
2. We make limited solicitation for engagements, depending primarily on recommendations. Speeches, and publication of papers in professional/technical journals are the duty of any professional, and are not in any sense solicitation. Speeches and publications involve: a) the explain new techniques, b) explain to people in other professions various ways in which theories and methods may be helpful toward the acquiring new knowledge, and c) toward the achievement of more efficient production, smoother operation, and better performance, etc..
3. Any engagement carries certain responsibilities. The reason for stating them explicitly is: 1) to enable us to render better service and 2) to prevent disappointment. If any party fails to exercise their responsibilities, they may not realize the full possibilities or may discover that certain intended results are impossible.

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II. Obligations of the Client

1. We expect the client to provide expert knowledge about their subject-matter area or business. Our contribution will be advisory, based on established principles. We offer guidance from the viewpoint of technical procedural theory, principle, and experience. The purpose is to assist people to perceive, understand and act on the process event that occur in the client's internal and external environment in order to improve the situation as defined by the client. We will offer assistance in any decisions, to the extent possible, by explaining the procedure, advantages, and disadvantages of various options as feasible. However, any assistance that we offer does not involve us in decisions that the client is ultimately and rightfully responsible, specifically:
 - (a) The industry specific strategic and tactical information that may be helpful on the client's problem.
 - (b) The methods of investigation, or data collection, to gather the information from any area selected for investigation. The actual work of collecting and preparing data for analysis, and procedures to assure data are collected according to prescribed procedures.
 - (c) The decision of whether a proposed scope of activity is satisfactory. In general, a project scope is satisfactory to the client if it contains the people, areas, establishment, materials, or other elements that would satisfy the client's need. The scope of activity must also (in some situations) specify the levels or ranges of necessary and sufficient conditions, such as; marketing tactics, financial goals, human resources, policy decisions, strategic planning, measurement systems, etc.
 - (d) The decision on the approximate level of precision or protection that is desirable, in view of the purpose of the investigation, the skills and time available, and the costs of collecting data.
2. The development of the procedures may require experimentation and trial, with successive revisions. The client will carry out mutually agreed instruction for these explorations, and they will be responsible for the expense.
3. The client is responsible for changes in the processes and procedures before, during and after any event.
4. The client will arrange for us to have direct access, at any time, to the people that carry out the preparation of data, testing or interviewing, supervision, and calculations.
5. The client will assume financial obligation for our services, expenses for travel and auxiliary requirement such as special investigation, or assistance of other specialist, as mutually agreed.

III. Obligations of the Consultant

1. In summary, our responsibility covers the advisory aspect of an activity. Specifically, we will:
 - (a) Assist the client to diagnose the problem, in business terms. The client owns, and continues to own, both the problem and the solution throughout the engagement.

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- (b) Explain the procedure, cost, and use of various techniques, of various plans, and of feasible experimentation. Prediction, precision, or accuracy of results is usually dependent on the information the client provides, and may differ from the actual expectations delivered.
 - (c) Explain to the client that results of any investigation or study may be impaired, if a proposed scope conditions specified by the client fail to include all the material, methods, levels, types, or ranges concerning the desired information.
 - (d) Explain to the client that any objective implications drawn by theory from the results of an investigation can only refer to the material in the scope of investigation. Generalizations to other materials, methods, and conditions are the client's responsibility.
2. The data collection procedures will include formulas for the calculations, and other measures that may facilitate conclusions of the data.

IV. Some Points concerning Results and Reports

- 1. Any reports will be based on figures and other records that the client furnishes as part of the engagement. It will state which aspects of the investigation included our responsibility and which aspects of the procedures are delegated to the client. The report will include any meaningful outside comparisons that we make.
- 2. If there was no investigation or examination, our statement will say so.
- 3. The client agrees that if they print or publish our report, they will print it in full, and will not omit any part of it without our consent.
- 4. The client will not mention our participation, verbally or in correspondence or in print, without our approval. We will furnish any description of the procedure to appear in print with our name, and we must see the whole accompanying text. The client will pay the cost of our services for this writing.
- 5. We will not recommend any specific administrative action or policy as a result of the engagement. Our responsibility ends with advisement and the technical interpretation of results.

V. Fees

- 1. Fees for regular consultation will be agreed upon in advance, subject to change by agreement. For long-term engagements, payments may be spread throughout the year at the clients convenience. With respect to an engagement for a single event, a bill will be sent at the completion, or possibly at the end of the year if completion appears to be far in the future. Itemize time or regular office expenses for service will not be provided. Irregular expenses such as travel, or work done outside our offices, are extra, and from time to time a bill will be sent to bring them up to date.
- 2. Our fees are not competitive. We do not tailor our participation to fit a price. Frequently, a client has no idea about the efficiency and economy that technical theory and techniques can contribute to resolving their problem,

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therefore has no basis to compare cost against returns. Moreover, neither of us may foresee the complications and duration of an engagement.

3. We will draw up plans for engagement and advisory participation only as a professional engagement. We do not make competitive proposals.
4. There will be a fee for a detailed exploratory consultation.
5. We may, at our discretion, engage counsel of another specialist. Such an arrangement requires no clearance from the client except by specific restriction in the interest of confidentiality. Necessity for protracted assistance may call for separate financial arrangement between the client and the specialist. The choice of the specialist will ordinarily be ours.
6. We will make appropriate arrangements at our expense for competent guidance during any prolonged absence that we may elect to take for vacation, meeting, lectures, or disability. If the client elects to engage some other specialist during our absence, they may do so, but at their own expense and subject to our review and satisfaction.

VI. There are no Proprietary Rights to Technical Procedures

1. We may accept engagements from competitive firms. Our aim is not to concentrate on the welfare of any particular client, but to raise the level of service of our profession and society.
2. No client has proprietary right to any procedures or techniques prescribed. We will prescribe in every engagement whatever methods known to us seem to be most efficient and feasible under the circumstances. Therefore, we may prescribe, for firms that are competitive, methods that are similar or even identical work, in part or in entirety.
3. We will, to the best of our ability and at their request, lend technical assistance to another professionals. In rendering this assistance, we may provide copies of procedures that we have used, along with whatever modification seems advisable. We will not, in doing this, use confidential data. Protracted assistance may incur necessity of a business arrangement which will be disclosed to all parties.

VII. Other Matters

1. We may publish or describe in a professional or technical meeting the theory and application of any procedure that we use. However, we do not publish actual data or substantive results or other information about the client's business by name without their permission. An article on a study may be written with the client or with other participants and colleagues.
2. We may review and report on another professional's plans, or on a completed investigation or experiment, if in our judgment this review might lead to improved business or performance practice. We shall not offer an opinion, except under arrangement that allow sufficient time for us to study the procedures, results, and conclusions we are asked to review.

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3. We will undertake an engagement for a single consultation only if, in our judgment, there is good promise, of results that seem to justify the effort and expense.
4. Both parties can break off the engagement at any time, with or without explanation. We will break off an engagement if the performance of the engagement does not meet standards that are acceptable for our participation.
5. We will not agree to use our name(s) as advisor to a study, nor as a member of an advisory committee, unless this service carries with it explicit responsibilities for certain prescribed phrases, in conformance with the rest of this code. We will resign at any time, when it appears the engagement will not meet our requirements. We will issue an objection or a minority report at the conclusion of an engagement, if we are still an advisor but find that we cannot concur with the stated limitations of published conclusions of importance. Our acceptance as advisor to a larger engagement obligates management to abide by the rules of this code and to bear the expense of publication or dissemination of any differences that require circulation or publication.