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## Code of Conduct (English)



### International Peace Operations Association Code of Conduct Version 11

Code of Conduct

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#### Preamble: Purpose

This Code of Conduct seeks to ensure the ethical standards of International Peace Operations Association member companies operating in conflict and post-conflict environments so that they may contribute their valuable services for the benefit of international peace and human security.

Additionally, Signatories are encouraged to follow all rules of international humanitarian law and human rights law that are applicable as well as all relevant international protocols and conventions, including but not limited to:

- o Universal Declaration of Human Rights (1948)
- o Geneva Conventions (1949)
- o Convention Against Torture (1975)
- o Protocols Additional to the Geneva Conventions (1977)
- o Chemical Weapons Convention (1993)
- o Voluntary Principles on Security and Human Rights (2000)

Members of IPOA are pledged to the following principles in all their operations:

#### 1. Human Rights

1.1. In all their operations, Signatories will respect the dignity of all human beings and strictly adhere to all relevant international laws and protocols on human rights.

1.2. In all their operations, Signatories will take every practicable measure to minimize loss of life and destruction of property.

#### 2. Transparency

2.1. Signatories will operate with integrity, honesty and fairness.

2.2. Signatories engaged in peace or stability operations pledge, to the extent possible and subject to contractual and legal limitations, to be open and forthcoming with the International Committee of the Red Cross and other relevant authorities on the nature of their operations and any conflicts of interest that might in any way be perceived as influencing their current or potential ventures.

#### 3. Accountability

3.1. Signatories understand the unique nature of the conflict/post-conflict environment in which many of their operations take place, and they fully recognize the importance of clear and operative lines of accountability to ensuring effective peace operations and to the long-term viability of the industry.

3.2. Signatories support effective legal accountability to relevant authorities for their actions and the actions of company employees. While minor infractions should be proactively addressed by companies themselves, Signatories pledge, to the extent possible and subject to contractual and legal limitations, to fully cooperate with official investigations into allegations of contractual violations and violations of international humanitarian law and human rights law.

3.3. Signatories further pledge that they will take firm and definitive action if employees of their organization engage in unlawful activities.

#### 4. Clients

4.1. Signatories pledge to work only for legitimate, recognized governments, international organizations, non-governmental organizations and lawful private companies.

4.2. Signatories refuse to engage any unlawful clients or clients who are actively thwarting international efforts towards peace.

4.3. Signatories pledge to maintain the confidentiality of information obtained through services provided, except when doing so would jeopardize the principles contained herein.

#### 5. Safety

5.1. Recognizing the often high levels of risk inherent to business operations in conflict/post-conflict environments, Signatories will always strive to operate in a safe, responsible, conscientious and prudent manner and will make their best efforts to ensure that all company personnel adhere to these principles

## **6. Employees**

6.1. Signatories ensure that all their employees are fully informed regarding the level of risk associated with their employment, as well as the terms, conditions, and significance of their contracts.

6.2. Signatories pledge to ensure their employees are medically fit, and that all their employees are appropriately screened for the physical and mental requirements for their applicable duties according to the terms of their contract.

6.3. Signatories pledge to utilize adequately trained and prepared personnel in all their operations in accordance with clearly defined company standards.

6.4. Signatories pledge that all personnel will be vetted, properly trained and supervised and provided with additional instruction about the applicable legal framework and regional sensitivities of the area of operation.

6.5. Signatories pledge that all their employees are in good legal standing in their respective countries of citizenship as well as at the International level.

6.6. Signatories agree to act responsibly and ethically toward all their employees, including ensuring employees are treated with respect and dignity and responding appropriately if allegations of employee misconduct arise.

6.7. Where appropriate, signatories should seek employees that are broadly representative of the local population.

6.8. Payment of different wages to different nationalities must be based on merit and national economic differential, and cannot be based on racial, gender or ethnic grounds.

6.9. In the hiring of employees engaged in continuous formal employment, signatories agree to respect the age-minimum standard of 15 years of age as defined by the International Labor Organization Minimum Age Convention (1973).

6.10. No employee will be denied the right to terminate their employment. Furthermore, no signatory may retain the personal travel documents of its employees against their will.

6.11. Signatories agree to provide all employees with the appropriate training, equipment, and materials necessary to perform their duties, and to render medical assistance when needed and practical.

6.12. Employees will be expected to conduct themselves humanely with honesty, integrity, objectivity, and diligence.

## **7. Insurance**

7.1. Foreign and local employees will be provided with health and life insurance policies appropriate to their wage structure and the level of risk of their service as required by law.

## **8. Control**

8.1. Signatories strongly endorse the use of detailed contracts specifying the mandate, restrictions, goals, benchmarks, criteria for withdrawal and accountability for the operation.

8.2. Contracts shall not be predicated on an offensive mission unless mandated by a legitimate authority in accordance with international law.

8.3. In all cases-and allowing for safe extraction of personnel and others under the Signatories' protection-Signatories pledge to speedily and professionally comply with lawful requests from the client, including the withdrawal from an operation if so requested by the client or appropriate governing authorities.

## **9. Ethics**

9.1. Signatories pledge to go beyond the minimum legal requirements, and support additional ethical imperatives that are essential for effective security and peace related operations:

### ***9.2. Rules of Engagement***

9.2.1. Signatories that could potentially become involved in armed hostilities will have appropriate "Rules of Engagement" established with their clients before deployment, and will work with their client to make any necessary modifications should threat levels or the political situation substantially change.

9.2.2. All Rules of Engagement should be in compliance with international humanitarian law and human rights law and emphasize appropriate restraint and caution to minimize casualties and damage, while preserving a person's inherent right of self-defense. Signatories pledge, when necessary, to use force that is proportional to the threat.

### ***9.3. Support of International Organizations and NGOs/Civil Society and Reconstruction***

9.3.1. Signatories recognize that the services relief organizations provide are necessary for ending conflicts and alleviation of associated human suffering.

9.3.2. To the extent possible and subject to contractual and legal limitations, Signatories pledge to support the efforts of international organizations, humanitarian and non-governmental organizations and other entities working to minimize human suffering and support reconstructive and reconciliatory goals of peace operations.

### ***9.4. Arms Control***

9.4.1. Signatories using weapons pledge to put the highest emphasis on accounting for and controlling all weapons and

ammunition utilized during an operation and for ensuring their legal and proper accounting and disposal at the end of a contract.

9.4.2. Signatories refuse to utilize illegal weapons, toxic chemicals or weapons that could create long-term health problems or complicate post-conflict cleanup and will limit themselves to appropriate weapons common to military, security, or law enforcement operations.

#### **10. Partner Companies and Subcontractors**

10.1. Due to the complex nature of the conflict/post-conflict environments, companies often employ the services of partner companies and subcontractors to fulfill the duties of their contract.

10.2. Signatories agree that they select partner companies and subcontractors with the utmost care and due diligence to ensure that they comply with all appropriate ethical standards, such as this Code of Conduct.

10.3. The future of the peace operations industry depends on both technical and ethical excellence. Not only is it important for IPOA member companies to adhere to the principles expressed in this Code, each member should encourage and support compliance and recognition of the Code across the industry.

#### **11. Application**

11.1. This Code of Conduct is the official code of IPOA and its member organizations. Signatories pledge to maintain the standards laid down in this Code.

11.2. Signatories who fail to uphold any provision contained in this Code may be subject to dismissal from IPOA at the discretion of the IPOA Board of Directors.

11.3. Member companies will endeavor to impart the basic principles of the IPOA Code of Conduct to their employees.

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Standards and Ethics

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## Enforcement Mechanism (English)



International Peace Operations Association  
Enforcement Mechanism  
Version 1

ENGLISH

### Preamble

This Enforcement Mechanism is the process followed by the Standards Committee of the International Peace Operations Association (SCIPOA) in response to a complaint being lodged against a member company of the International Peace Operations Association (IPOA). This Enforcement Mechanism shall not be legally binding. It is intended that it serve as a guide for the SCIPOA in its monitoring of Member compliance with the IPOA Code of Conduct ("the Code"). IPOA is not a law enforcement or judicial organization, and will not attempt to prove the guilt or innocence of a member company in a criminal or civil legal case.

### Section 1 – Jurisdiction of the SCIPOA

1.1 Entities shall only be subject to the Enforcement Mechanism if they are Members of IPOA.

1.2 A Member of IPOA is defined as an entity whose application to join IPOA has been approved by the International Peace Operations Association Membership Committee (IPOAMC) and has not been subsequently terminated by the Member or by the IPOA Board.

1.2.1 A Friend of IPOA shall not be defined as a Member of IPOA, and thus shall not be subject to the Code or the Enforcement Mechanism.

1.3 A Member of IPOA is deemed to be subject to the the Code.

1.3.1 Failure to pay member dues in a timely manner shall not constitute Immunity from the Code or the Enforcement Mechanism.

1.4 The SCIPOA shall only have jurisdiction over complaints regarding the provisions enumerated in the Code.

1.5 Events that pre-date the induction of a Member into IPOA shall be subject to SCIPOA jurisdiction if they are not disclosed to the IPOAMC at the time of Application for Membership.

1.6 Events that pre-date the induction of a Member into IPOA shall not be subject to SCIPOA jurisdiction if they are disclosed to the IPOAMC at the time of Application for Membership, and the IPOAMC has previously exercised due diligence with regard to investigating the event.

1.7 If a complaint presented to the SCIPOA regards a case currently subject to formal litigation, the SCIPOA shall suspend the Enforcement Mechanism until the results of the formal litigation are made public.

1.7.1 During such formal litigation, the Chair shall ensure that the SCIPOA remains fully apprised of the current status of the litigation.

1.7.2 Suspension of the Enforcement Mechanism shall end within thirty days of the termination of formal litigation.

### Section 2 – Complaint

2.1 Any Individual or entity is deemed to have standing to lodge a complaint.

#### *Duties of the Complainant*

2.2.1 Complaints must be made in writing to the SCIPOA. Verbal complaints shall not be accepted.

2.2.2 Complaints must be directed to the Chief Liaison Officer (CLO) of the SCIPOA.

2.2.3 Complainants must state their full name and, upon request, inter alia, their address, telephone number, and other relevant identifying information.

#### *Duties of the CLO*

2.2.4 Upon receiving the complaint, the CLO shall file a "Receipt of Original Complaint" detailing:

- \* the identity of the complainant;
- \* the identity of the Member that is subject to the complaint;
- \* the original text of the complaint;

- \* the date that the complaint was received;
- \* the Case Number, which shall be assigned by the CLO.

2.2.5 The CLO shall notify the Chair of the SCIPOA of the complaint within seven days of receiving the complaint.

2.2.6 If the Chair SCIPOA is affiliated with the Member subject to the complaint, the CLO shall notify the Deputy Chair of the SCIPOA of the complaint as well as the Chair.

2.2.7 The CLO shall preserve the anonymity of the complainant if the complainant specifically requests protection of their identity.

2.2.8 The CLO shall notify the complainant of receipt of the complaint.

#### ***Duties of the Chair (or Deputy Chair) of the SCIPOA***

2.2.9 The duties of the Chair shall be carried out by the Deputy Chair if the Chair is affiliated with the Member subject to the complaint.

2.2.10 Upon receiving the complaint, the Chair shall notify all members of the SCIPOA and forward to them all relevant documentation within fourteen days of receiving the complaint from the CLO.

2.2.11 The Chair shall convene a meeting of a three-member Ad Hoc Taskforce to review the complaint within fourteen days of receiving the complaint from the CLO.

### **Section 3 – Ad Hoc Taskforce and Appeals Taskforce**

3.1 The purpose of the Ad Hoc Taskforce shall be to screen complaints and to summarily reject complaints if deemed specious or irrelevant to the Code's provisions.

#### ***Composition of the Ad Hoc Taskforce***

3.2 The Ad Hoc Taskforce shall be comprised of the Chair (or Deputy Chair) and two other current members of the SCIPOA.

3.2.1 No member of the Ad Hoc Taskforce may be affiliated with the Member subject to the complaint.

#### ***Duties of the Ad Hoc Taskforce***

3.3 The Ad Hoc Taskforce must complete its review within thirty days of convening.

3.4 After reviewing the complaint, the Ad Hoc Taskforce must either recommend the complaint to the full SCIPOA or reject the complaint.

#### ***Recommendation of Complaint***

3.5 If the Ad Hoc Taskforce deems the complaint to have merit, the Taskforce shall refer the complaint to the full SCIPOA.

3.6 The Chair shall convene a hearing session of the SCIPOA within thirty days of the recommendation of the Ad Hoc Taskforce.

3.7 Recommendation of a Complaint shall not be construed as a determination of guilt or innocence; rather, recommendation of a complaint shall be construed as a determination on the reasonability of a complaint.

#### ***Rejection of Complaint***

3.8 If the Ad Hoc Taskforce deems the complaint to lack merit, the Taskforce shall notify the full SCIPOA of its decision.

3.9 Upon rejection of a complaint, the CLO shall contact the complainant to notify them of the decision.

#### ***Appeals of the Ad Hoc Taskforce***

3.10 Member companies may not appeal the decisions of the Ad Hoc Taskforce.

3.11 Complainants may appeal the decisions of the Ad Hoc Taskforce.

3.11.1 Appeals regarding the decision of the Ad Hoc Taskforce must be submitted to the CLO within thirty days of the decision.

3.11.2 The CLO shall refer the appeal to the Chair.

3.12 Upon receiving the appeal, the Chair shall notify all members of the SCIPOA and forward to them all relevant documentation within fourteen days of receiving the appeal from the CLO.

3.13 The Chair shall convene a meeting of a three-member Appeals Taskforce to review the appeal within fourteen days of receiving the appeal from the CLO.

#### ***Composition of the Appeals Taskforce***

3.14 The Appeals Taskforce shall be comprised of the Chair (or Deputy Chair) and two other current members of the SCIPOA.

3.14.1 No member of the Appeals Taskforce may be affiliated with the Member subject to the complaint.

3.14.2 No member of the Ad Hoc Taskforce may be eligible to serve on the Appeals Taskforce in the same complaint process.

3.14.3 The Chair shall be exempted from 3.14.2.

***Duties of the Appeals Taskforce***

3.15 The Appeals Taskforce must complete its review within thirty days of convening.

3.16 After reviewing the complaint, the Appeals Taskforce must either recommend the complaint to the full SCIPOA or reject the complaint.

***Secondary Appeals of the Appeals Taskforce***

3.17 Member companies may not appeal the decisions of the Appeals Taskforce.

3.18 Complainants may not appeal the decisions of the Appeals Taskforce.

3.19 Complainants may not resubmit complaints that have been rejected by the Appeals Taskforce.

**Section 4 – Full SCIPOA Hearing**

4.1 If the Ad Hoc Taskforce or the Appeals Taskforce recommends a complaint, it shall be heard by a full session of the SCIPOA.

4.2 A quorum of the delegates to the SCIPOA shall be deemed a full session of the SCIPOA.

***Composition of the SCIPOA***

4.2.1 The SCIPOA shall be composed of one representative from each company elected to serve by the IPOA Board.

4.2.2 A representative of the Member subject to the complaint shall be invited to attend hearings held by the SCIPOA.

***Duties of the SCIPOA***

4.2.3 The SCIPOA must complete its hearing within thirty days of convening.

4.2.4 After hearing the complaint, the SCIPOA must either impose corrective measures and sanctions or reject the complaint.

4.2.5 The decision made by the SCIPOA must be supported by a majority of the SCIPOA.

4.2.6 In the event of a tie, the Chair shall exercise the casting vote.

4.2.7 In the event that no majority decision can be reached within sixty days of convening, the complaint shall be forwarded to the IPOA Board.

***Imposition of Corrective Measures and Sanctions***

4.3 If the SCIPOA accepts the merit of the complaint, it may impose corrective measures or sanctions on the Member subject to the complaint.

***Rejection of Complaint***

4.4 If the SCIPOA deems the complaint to lack merit, the Chair shall notify the Chair of the IPOA Executive Committee of its decision.

4.5 Upon rejection of a complaint, the CLO shall contact the complainant to notify them of the decision.

***Appeals***

4.6 Member companies may appeal the decisions of the SCIPOA to the IPOA Executive Committee.

4.7 Complainants may not appeal the decisions of the SCIPOA.

4.8 Complainants may not resubmit complaints that have already previously been submitted and ruled upon.

**Section 5 – Corrective Measures and Sanctions**

5.1 If the SCIPOA accepts the merit of the complaint, it may vote to sanction the Member subject to the complaint.

5.2 Sanctions require a two-thirds majority of the SCIPOA to be enacted.

5.3 At the conclusion of a hearing, a statement of the SCIPOA's decision will be prepared by the Chair and made available to the public.

***Types of Corrective Measures***

5.4 Corrective measures may include ameliorative actions prescribed by the SCIPOA.

5.5 Corrective measures may not be punitive in nature.

***Types of Sanctions***

5.6 Sanctions may include probation, expulsion, or such other disciplinary actions as decided by the SCIPOA.

5.7 Probation will lead to increased scrutiny of the member company's activities, and may be grounds for expulsion at a

later date. Companies on probation may also lose voting rights for the duration of the probationary period, at the discretion of the SCIPOA.

5.8 If the SCIPOA votes to expel a member, the IPOA Executive Committee (IPOAEC) must convene within sixty days of the decision to review the recommendation of expulsion.

5.9 A decision by the SCIPOA to expel the Member subject to the complaint must be ratified by a two-thirds majority of the IPOAEC.

5.10 If the IPOAEC ratifies the SCIPOA recommendation to expel the Member subject to the complaint, the penalty takes effect immediately, and annual dues are forfeited to the IPOA.

5.10.1 If the IPOAEC ratifies the SCIPOA recommendation to expel the Member subject to the complaint, the Member may lodge an Appeal to Rescind Expulsion within thirty days.

#### **Section 6 – Compliance and Monitoring**

6.1 If the SCIPOA imposes sanctions upon the Member subject to the complaint, the Chair shall appoint a three-member Compliance and Monitoring Committee (CMC) to oversee the compliance of the Member.

6.2 The CMC shall issue a report to the full SCIPOA ninety days after convening.

6.3 If the CMC adjudges the Member subject to the complaint to be in compliance with the decision of the SCIPOA, the CMC shall recommend that no further action be taken on the complaint.

6.3.1 If the CMC recommends that no further action be taken on the complaint, the Chair shall notify the Chair of the IPOAEC of its decision.

6.3.2 Upon closure of the complaint, the CLO shall contact the complainant to notify them of the decision.

6.4 If the CMC adjudges the Member subject to the complaint to not be in compliance with the decision of the SCIPOA, the CMC shall refer the complaint back to the SCIPOA.

6.4.1 If the CMC refers the complaint back to the SCIPOA, the Chair shall convene a secondary hearing within thirty days.

6.5 If the CMC is unable to adjudge the Member subject to the complaint to be in compliance or not in compliance with the decision of the SCIPOA, the CMC may request an extension of ninety days.

6.5.1 The Chair may authorize one extension of ninety days of the CMC.

6.6 If the CMC is unable to adjudge the Member subject to the complaint to be in compliance or not in compliance with the decision of the SCIPOA after an extension of ninety days of the CMC, the complaint shall automatically be referred back to the full SCIPOA.

6.7 Pursuant to 6.6, the SCIPOA shall convene a hearing within thirty days of the conclusion of the mandate of the CMC.

6.8 Pursuant to 6.6 and 6.7, the SCIPOA shall review the status of the complaint and the compliance or non-compliance of the Member subject to the complaint, and shall vote to sanction the Member subject to the complaint.

6.9 Sanctions pursuant to 6.8 require a simple majority of the SCIPOA to be enacted. 6.10 At the conclusion of a hearing, a statement of the SCIPOA's decision will be prepared by the Chair and made available to the public.

#### ***Types of Sanctions***

6.11 Sanctions may include expulsion or such other disciplinary actions as decided by the SCIPOA.

6.12 Probation will lead to increased scrutiny of the member company's activities, and may be grounds for expulsion at a later date. Companies on probation may also lose voting rights for the duration of the probationary period, at the discretion of the SCIPOA.

6.13 If the SCIPOA votes to expel a member, the IPOA Board must convene within sixty days of the decision to review the recommendation of expulsion.

6.14 A decision by the SCIPOA to expel the Member subject to the complaint must be ratified by a two-thirds majority of the IPOAEC.

6.15 If the IPOAEC ratifies the SCIPOA recommendation to expel the Member subject to the complaint, the penalty takes effect immediately, and annual dues are forfeited to the IPOA.

#### ***Appeals***

6.16 Member companies may appeal the decisions of the SCIPOA.

6.16.1 If the IPOAEC ratifies the SCIPOA recommendation to expel the Member subject to the complaint, the Member may lodge an Appeal to Rescind Expulsion within thirty days.

6.17 Complainants may not appeal the decisions of the SCIPOA.

6.18 Complainants may not resubmit complaints that have already previously been submitted and ruled upon.

#### **Section 7 – Appeal to Rescind Expulsion**

7.1 If the IPOAEC ratifies the SCIPOA recommendation to expel the Member subject to the complaint, the Member may lodge an Appeal to Rescind Expulsion within thirty days.

7.2 The Member subject to a decision to expel must lodge the appeal with the CLO.

7.3 The CLO shall forward the appeal to the Chair of the IPOAEC within seven days of receipt of the appeal.

7.4 The Chair of the IPOAEC shall convene a hearing of the IPOA Board within thirty days of receipt of the appeal from the CLO.

7.5 The IPOA Board shall decide by simple majority to ratify the IPOAEC decision to expel the Member or to reject the decision to expel the Member.

7.5.1 If the IPOA Board decides to reject the IPOAEC decision to expel the Member, the Member shall be readmitted to full IPOA membership.

#### **Appeals**

7.6 If the IPOA Board decides to ratify the IPOAEC decision to expel the Member, the expulsion will stand and the Member shall not be permitted to appeal the decision of the IPOA Board.

7.7 If a Member is expelled from IPOA, it must wait for another six months from the end of the appeals period to re-apply to IPOA's Membership Committee for re-admittance.

#### **Section 8 – Confidentiality**

8.1 All delegates to the SCIPOA must sign a Non-Disclosure Agreement (NDA) prior to participation in the Enforcement Mechanism.

8.2 All delegates to the IPOAEC must sign a NDA prior to participation in the Enforcement Mechanism.

8.3 All staff members of IPOA must sign a NDA prior to participation in the Enforcement Mechanism.

8.4 Submissions by complainants shall be deemed public unless a specific request for confidentiality is received by the CLO.

8.5 Submissions by Member companies shall be deemed confidential unless a specific waiver of confidentiality is received by the CLO.

#### **Section 9 - Execution and Application**

9.1 Enforcement Mechanism adopted on December 15, 2006 without reservation.

9.2 This version of the Enforcement Mechanism shall supersede all previous versions and shall be retrospectively applicable.

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