

Dave Nave & Associates

**CODE
OF
PROFESSIONAL
CONDUCT**

Code of Professional Conduct

Overview

Mission Provide education, training, and practical guidance for new levels of managing and process performance. Going beyond product quality 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 an 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 of processes, people, and their interactions.
 - c) Improve efficiency, uniformity, quality, service, and performance of the product or service,
 - d) Achieve smoother operations and more effective administration.
2. We make limited solicitations for engagements, depending primarily on recommendations. Speeches and the 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) explaining new techniques, b) explaining to people in other professions various ways in which theories and methods may be helpful toward the acquisition of 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 fulfill 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 of 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, principles, and experience. The purpose is to assist people in perceiving, understanding, and acting on the process events 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 with decisions, to the extent possible, by explaining the procedures, advantages, and disadvantages of various options, as feasible. However, any assistance we offer does not involve us in decisions that the client is ultimately and rightfully responsible for, specifically:
 - (a) The industry-specific strategic and tactical information that may be helpful for the client's problem.
 - (b) The methods of investigation, or data collection, to gather information from any area selected for investigation. The actual work of collecting and preparing data for analysis, and procedures to ensure 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 includes the people, areas, establishments, materials, or other elements that would satisfy the client's needs. 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, given 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-upon instructions for these explorations and will be responsible for the expense.
3. The client is responsible for changes to 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 who carry out the preparation of data, testing or interviewing, supervision, and calculations.
5. The client will assume financial responsibility for our services and for expenses for travel and auxiliary requirements, such as special investigation or assistance from another specialist, as mutually agreed.

III. Obligations of the Consultant

1. In summary, our responsibility covers the advisory aspect of the activity. Specifically, we will:

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- (a) Assist the client in diagnosing the problem in business terms. The client owns, and continues to own, both the problem and the solution throughout the engagement.
 - (b) Explain the procedure, cost, and use of various techniques, plans, and feasible experimentation. The prediction, precision, or accuracy of results usually depends on the information the client provides and may differ from the actual expectations delivered.
 - (c) Explain to the client that the results of any investigation or study may be impaired if a proposed scope, as specified by the client, fails to include all the material, methods, levels, types, or ranges relevant to the desired information.
 - (d) Explain to the client that any objective implications derived by theory from the results of an investigation apply only to the material within the scope of the 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 from 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. The report will state which aspects of the investigation fall within our responsibility and which aspects of the procedures are delegated to the client. The report will include any meaningful outside comparisons we make.
2. If there was no investigation or examination, our statement will reflect that.
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, whether verbally, 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 entire 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 advising and the technical interpretation of the results.

V. Fees

1. Fees for regular consultations will be agreed upon in advance and may be changed by mutual agreement. For long-term engagements, payments may be spread throughout the year at the client's convenience. For a single-event engagement, a bill will be sent upon completion, or possibly at the end of the year if completion appears to be far off. Itemized 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.

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2. Our fees are not competitive. We do not tailor our participation to fit a price. Frequently, a client has no idea of the efficiency and economy that technical theory and techniques can bring to resolving their problem, and 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 prepare plans for engagement and advisory participation only as a professional engagement. We do not submit competitive proposals.
4. A detailed exploratory consultation will incur a fee.
5. We may, at our discretion, engage counsel or another specialist. Such an arrangement requires no clearance from the client, except where a specific restriction is imposed in the interest of confidentiality. The need for protracted assistance may require a 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 to provide competent guidance during any prolonged absence we may elect to take for vacation, meetings, lectures, or disability. If the client elects to engage another 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 competing firms. Our aim is not to focus on the welfare of any particular client, but to raise the level of service for our profession and society.
2. No client has proprietary rights to any prescribed procedures or techniques. We will prescribe, in every engagement, whatever methods known to us seem most efficient and feasible under the circumstances. Therefore, we may prescribe, for competitive firms, methods that are similar or even identical, in part or in whole.
3. We will, to the best of our ability and at their request, lend technical assistance to other professionals. In rendering this assistance, we may provide copies of procedures we have used, along with any modifications we deem advisable. We will not, in doing so, use confidential data. Protracted assistance may necessitate a business arrangement, which will be disclosed to all parties.

VII. Other Matters

1. We may publish or present the theory and application of any procedure we use at a professional or technical meeting. However, we do not publish actual data, substantive results, or other information about the client's business by name without the client's 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, the review could lead to improved business or performance practice. We shall not offer an opinion

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unless arrangements allow sufficient time for us to study the procedures, results, and conclusions we are asked to review.

3. We will undertake an engagement for a single consultation only if, in our judgment, there is a good prospect of results that seem to justify the effort and expense.
4. Both parties can terminate the engagement at any time, with or without explanation. We will terminate an engagement if its performance does not meet standards acceptable to our participation.
5. We will not agree to serve as an advisor to a study or as a member of an advisory committee unless this service includes explicit responsibilities for certain prescribed phrases, in conformance with the rest of this code. We will resign at any time if 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, while still an advisor, we find that we cannot concur with the stated limitations on the published conclusions of importance. Our acceptance as an 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.