



Membership Regulations

of the German Association for Supervision and Coaching (DGSv)

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§ 1 Objectives

- 1.1 The Membership Regulations indicated in § 5 para. 2 of the Articles of Association serve to regulate the relations between members and ordering parties, clients, colleagues, the public and the association itself. The included regulations serve to
 - a) ensure high professional standards
 - b) promote cooperation among colleagues
 - c) and protect the public image of the German Association for Supervision and Coaching e.V. as well as the profession it represents.
- 1.2 These Membership Regulations are connected to the "Code of Ethics", which formulate the ethical basis for the profession.
- 1.3 In accordance with § 4 para. 6 sentence 1 of the Articles of Association, the Membership Regulations shall prevent members from impairing the achievement of the Association's objectives by way of their conduct, damaging the Association's reputation, improperly impairing peace within the Association, or revealing or supporting an attitude that is incompatible with the Association's values.
- 1.4 The General Meeting shall decide on the Membership Regulations in accordance with § 7 para. 3 k) of the Articles of Association.

§ 2 Binding nature

- 2.1. In accordance § 4 of the Articles of Association, all members are obliged to comply with the Membership Regulations.
- 2.2. According to § 5 para. 2 of the Articles of Association, violations of the Membership Regulations may be penalised by exclusion or, in less serious cases, by reprimand.
- 2.3. Violations of the Membership Regulations shall be penalised by the Executive Board in accordance with § 4 para. 6 of the Articles of Association. Before a resolution is adopted regarding reprimand or exclusion, the member in question must be granted a fair hearing. The member may lodge a written complaint in opposition to the reprimand or exclusion with the Supervisory Board within one month of receipt of the resolution and its justification at the last address known to the Association; the Supervisory Board's decision of the complaint shall be final. In the event of exclusion, all membership rights shall be suspended pending a final decision in the matter.

I. General member obligations

§ 3 Rules as per Articles of Association

- 3.1 Members undertake to comply with the currently applicable Articles of Association.
- 3.2 This includes the obligation to observe all rules and regulations according to § 5 para. 2 of the Articles of Association, in particular the DGSv "Code of Ethics" and Standards.
- 3.3 Depending on the function, further regulations may have to be observed. These may include the rules of procedure for the Supervisory Board and the Executive Board according to § 8, para. 15 of the Articles of Association, the rules of procedure of the Ombudsperson's Office according to § 11, para. 5 of the Articles of Association, or other rules of procedure of DGSv committees, which the Executive Board has put into effect according to § 9, para. 2 b).
- 3.4 Members shall comply with the resolutions adopted by the Association's committees.

§ 4 Professional standards



- 4.1 The "Standards of the German Association for Supervision and Coaching (DGSv)" provide a binding basis for the members' professional activities. In addition to the "Central quality criteria for supervision and coaching within DGSv", they regulate the quality of qualifications for supervisors and coaches as well as the admission of members.
- 4.2 Professional publications issued by DGSv provide essential orientation regarding the current state of knowledge. Professional publications of recognized partner associations may also be consulted.
- 4.3 Members actively participate in the further development of professional standards.
- 4.4 If members deviate from current professional standards in individual cases, they shall provide professional justification and communicate this to the Association. This enables critical discourse, as a result of which professional standards can be further developed or member conduct reconsidered.

§ 5 Training requirements

- 5.1 The members commit to ongoing training in order to ensure the services they provide continually meet DGSv's high professional standards.
- 5.2 For example, further training may include participation in relevant professional conferences, seminars, intervision, control supervision, Balint groups, literature studies, one's own publications, research and teaching activities.
- 5.3 Members document their quality assurance activities in the DGSv consultant database. This data is published on the DGSv website.

§ 6 Confidentiality and data protection

- 6.1 Members agree to maintain confidentiality about personal information they learn during the course of their work.
- 6.2 The members help protect the personal secrets of the participants of consulting and educational processes as well as the business and trade secrets of the companies of all participants by designing their contracts accordingly.
- 6.3 The members shall use any business and trade secrets as well as other business or trade facts that become known to them during their activity only within the framework of the consulting or educational activity for the ordering party.
- 6.4 The obligation to maintain confidentiality shall remain in effect even after the activity has been completed.
- 6.5 The confidentiality obligations must also be observed and contractually secured when working with third parties, e.g. within the context of control supervision, collegial consultation or joint service provision with third parties.
- 6.6 Members shall ensure that written and electronic data are protected from access by unauthorised persons or that the data are completely anonymised.
- 6.7 The publication of personal and business data as part of one's own reflection processes must be agreed with the contractual partners in advance; otherwise, the data must also be anonymised.

II. Relations of full members with clients (also applies to associate members to the extent applicable)

§ 7 Order clarification and acceptance

- 7.1 Ordering parties and clients are not always in a position to formulate their support needs and realistic consulting goals on their own. The assignment should be clarified prior to the conclusion of the contract. This shall include definition of the initial situation, the consulting objective and the planned course of consulting. In the case of more complex analyses, ordering parties and clients must be informed of the point at which the requested member's services become billable. The client's consent to this must be obtained.



- 7.2 Agreed or promised consulting goals should be realistic. It should be made clear that it is generally not possible to guarantee that goals will be achieved. The subject of the contract merely comprises the provision of time resources for professionally qualified engagement of the supervisor or coach.
- 7.3 Different ordering parties and clients place different demands on consulting processes. These depend, for example, on the number of people involved, the professions, the industry, the initial situation and the goals of consultation. Members shall only submit offers or accept orders if they are conceivably able, based on their professional competence, personal circumstances and existing capacities, to fully meet the requirements resulting from the respective inquiry and order clarification.
- 7.4 As part of the contract initiation process, information on the possible benefits and suitability of the support offered must be provided as objectively as possible based on analysis.

§ 8 Conclusion of contract

- 8.1 A written contract shall be concluded prior to commencement of the consulting activity. As a rule, the contract should be concluded in such a way as to allow the ordering parties and clients sufficient time to consider contract conclusion beforehand.
- 8.2 The contract should contain at least the following information:
 - a) Contractual partner including postal address and other contact details
 - b) Indication of personal provision of services or, if different from the contracting party, which persons will provide the services, even as a stand-in.
 - c) Description of the service including type and scope as well as place of performance
 - d) Consultation dates or at least expected time period
 - e) Fee, any perks such as paid expenses and value added tax, if applicable
 - f) Termination option and conditions
 - g) Information on confidentiality, data protection, reporting obligations and evaluation
 - h) Reference to professional liability insurance
 - i) Reference to and inclusion of the DGSv Code of Ethics
 - j) Function and accessibility of the DGSv Ombudsperson's Office.
- 8.3 Among other things, the following are common and helpful: provisions regarding rescheduling appointments, cancelling appointments at short notice, payment deadlines, dealing with late payments, limiting liability, and the possibility of naming the contractual partner as a reference in the future.
- 8.4 When drawing up the contract, the aim is to achieve an appropriate balance of interests between the contracting parties. In particular, it must be possible for ordering parties and clients to withdraw from the agreement in an appropriate manner at any time. Members shall consider early termination only in exceptional circumstances or with professional justification, and will give due consideration to clients' interests in continuing counselling.

§ 9 Conflicting interests and bias

- 9.1 Conflicts of interest can arise between ordering parties or clients and members or, if the ordering parties not themselves the consultees, also between them and the consultees.
- 9.2 Differences, clashes or conflicts of interest must be identified and addressed as earliest as possible.
- 9.3 Conflicts of interest may arise among members if they



- a) provide consulting services in competing organizations or to individuals from competing organizations at the same time or in close succession; or
 - b) separately advise people or groups of people in the same organization or at different hierarchical levels.
- 9.4 The member may be biased if there are direct or indirect personal or business relationships with clients or the respective environment.
- 9.5 Apart from the contractually agreed benefits, usually comprising fees and expenses, members may not accept any other benefits or privileges within the context of a consulting process. The acceptance of gifts, e.g. meals, below the tax limits is permissible provided that it is customary and does not result in the member's conduct being improperly influenced or in the public having the impression that this may be the case.
- 9.6 Differences, clashes or conflicts of interest, as well as possible bias, must be examined to determine whether they are likely to impair the quality of neutral or impartial advice. These shall be communicated transparently and effective quality assurance measures shall be implemented if the assignment is to be accepted or consultation continued. If doubts remain as to whether the differences, clashes or conflicts of interest could have a negative impact on the course or outcome of consultation, or if bias is determined, then the assignment should not be accepted. In the case of ongoing consultation, termination shall be offered at no additional cost or, if the interests of a third party are compromised or there are significant concerns of one's own, termination shall be carried out.

§ 10 Quality assurance

- 10.1 DGSv members are committed to consistently providing high quality services. This obligation is based on the respectful attitude towards ordering parties and clients described in the Code of Ethics. It recognises that members' work can have a significant impact on the personal development, teamwork and economic opportunities of ordering parties and clients, as well as a social impact.
- 10.2 The training specified in § 5 should be chosen so as to match the requirements of current or planned consulting work.
- 10.3 The services provided by the members themselves are usually limited to supervision and coaching. If further competencies are required to ensure a successful consulting process, these shall be provided by confidentially involving suitable experts. Services beyond supervision and coaching may be provided by members if they have the appropriate formal qualifications to do so.
- 10.4 Special care must be taken when participation in counselling is not fully voluntary. In the case of such mandated counselling, the framework conditions must be presented transparently to the counselling clients. They are to be empowered so that they can recognize the limitations on their freedom to act and confidently handle the remaining options available to them in this regard. If neither consent to counselling nor a benefit for the client can be expected, then counselling must be terminated.
- 10.5 Self-employed members should take out professional liability insurance with coverage of at least 1,000,000 euro.

§ 11 Handling references

- 11.1 Ordering parties or clients may only be named as references if they have given their prior written consent.
- 11.2 Consent must be voluntary and may not be coupled with benefits.
- 11.3 A reference must be truthful and informative. It shall also adhere to secrecy and confidentiality



requirements. Naming requires the ordering party's written consent. If in doubt, do not cite a specific reference.

- 11.4 Reference to internet rating portals is permissible if they implement suitable quality assurance measures.

§ 12 Fees

- 12.1 Fees should allow for the attainment of reasonable overall income for those who are self-employed. The fee structure can be based on comparable self-employed activities (e.g. psychotherapy, medical treatment or legal advice).
- 12.2 Provision of services free of charge (pro bono) is permissible in individual cases and must be designated as such.

§ 13 Ombudsperson's Office

- 13.1 According to § 11 of its Articles of Association, DGSv operates an Ombudsperson's Office to which ordering parties and clients can address complaints. It is intended to be used for conflict resolution and quality assurance.
- 13.2 Members shall draw attention to the possibility of making use of the Ombudsperson's Office when concluding a contract, preferably as part of the contract, and as part of their company presentation, e.g. on their website.
- 13.3 Members support the work of the Ombudsperson's Office by providing information and participating in conflict resolution activities.

III. Relations between members

§ 14 Conduct among colleagues

- 14.1 Members shall act in a respectful and appreciative manner toward other members.
- 14.2 Members shall be fair in their business dealings with one another.
- 14.3 Members shall speak objectively and respectfully about other members to third parties as well.
- 14.4 In the event of conflicts between members, an amicable resolution shall be sought. If no resolution can be reached, the Executive Board may recommend someone for out-of-court settlement of disputes upon request.

§ 15 Competition

- 15.1 Direct comparison with specific competitors (comparative advertising) is to be avoided in both advertising and personal communication.
- 15.2 No negative statements shall be made about colleagues within the context of order initiation or a business relationship.
- 15.3 The targeted solicitation of clients from other members is not permitted. In the case of cooperative ventures, loyalty to colleagues must be maintained when it comes to follow-up orders.
- 15.4 Price-fixing agreements between competing suppliers with regard to specific tenders or inquiries are not permitted.

§ 16 Handling misconduct

- 16.1 Should a member notice possible violations of the Articles of Association or other DGSv rules and regulations on the part of another member, they are required to point this out to the member confidentially, but not anonymously, unless the interests of a third party (e.g. clients) or their own



interests require a different type of response.

- 16.2 If no clarification or resolution is reached in the case of significant violations, in particular of the Code of Ethics and the Membership Regulations, then the Executive Board shall be informed confidentially, but not anonymously, in writing of the conduct potentially damaging to the profession.

IV. Relations with the public

§ 17 Advertising

- 17.1 The members commit to respectable advertising of their activities in a form that complies with the Code of Ethics.
- 17.2 Advertising is limited to factual information about what they offer. In particular, promises of success, descriptions using superlatives, lurid design, references to a limited offer and unusually extensive use of advertising media are not permitted.

§ 18 Public appearance

- 18.1 If members make public appearances, in which they are recognisable as supervisors, coaches or DGSv members, they should act on behalf of the profession as defined by these Membership Regulations.
- 18.2 According to § 2 para. 4 of its Articles of Association, DGSv is an independent organisation and is not affiliated with any parties or denominations. The members should take this into account in their appearance. Personal attitudes and beliefs are to be communicated as such.

V. Relations with DGSv

§ 19 Professional participation

- 19.1 Sophisticated professional standards are ensured by integrating a wide range of expertise. All members are therefore called upon to actively participate in professional discussions and committee work.
- 19.2 Any statements made within the context of professional discussions, which are of personal nature or refer to specific persons, are to be treated confidentially. All professional standards are made publicly available by DGSv.

§ 20 Participation in supervision and coaching qualifications

- 20.1 Full members undertake to participate only in supervision and coaching qualifications that are certified, recognized or promoted by DGSv, a member association of the Association of National Organisations for Supervision in Europe (ANSE), the German Association of Psychologists (BDP), the German Working Group for Group Psychotherapy and Group Dynamics (DAGG) resp. its successor organizations, the German Society for Pastoral Psychology (DGfP), the German Association for Systemic Therapy, Counselling and Family Therapy (DGSF), the European Association for Supervision and Coaching (EASC) or the Systemic Society (SG).
- 20.2 The legal members undertake,
- a) to comply with the respective applicable DGSv standards and have the corresponding qualifications recognised based on DGSv certification regulations if they conduct supervision and coaching qualification,
 - b) to conduct only DGSv-sponsored qualifications abroad
 - c) to take into account the interests of the participants, in particular to regulate all rights



and obligations in a written contract, which is made available to the participants prior to conclusion of the contract.

§ 21 Logo, appearance

- 21.1 Members are encouraged to indicate their affiliation with DGSv when appearing in a professional context. This applies, for example, to their website, printed materials, business stationery and e-mail signature.
- 21.2 The Executive Board regulates the use of the DGSv name and logos, in particular by providing templates, which are to be used exclusively, as well as specifications regarding size, colour, placement, spelling and linking. The regulation also includes the designation of special forms of membership, e.g. for members in qualification as well as sponsoring or legal membership.
- 21.3 The association name and logo may only be used in connection with relevant services and professional titles. In case of doubt, the Executive Board shall decide on admissibility.

§ 22 Consultant database

- 22.1 The Association maintains a public database of supervisors and coaches. In particular, this database contains names, contact details, formal professional qualifications, activities in the field of supervision and coaching (e.g. focal topics, forms, sectors, target groups), and information on quality assurance measures.
- 22.2 The database shall only include DGSv members and only for the duration of their membership.
- 22.3 The database shall identify all members, so that affiliation with the association can be easily verified by third parties at any time. If members are not engaged in relevant professional activities and do not publicly communicate their association membership, publication may be suspended.
- 22.4 Members provide relevant data on their professional activities and consent to publication. They agree to keep the data up to date.
- 22.5 The Executive Board may stipulate further regulations regarding operation of the database. This can also regulate the handling of entries that are obviously incorrect, have not been updated for several years despite requests to do so, or from which no appropriate continuing education activities and quality assurance measures are evident.

§ 23 Inception

- 23.1 This version of the Membership Regulations was adopted at the General Meeting on 12 November 2022.
- 23.2 It is effective as of 1 January 2023. It serves to replace the version of the Membership Regulations dated 1 January 2012.