

DIII-D Ombuds Resource Charter

I. Introduction

DIII-D National Fusion Facility (the "Facility" or "DIII-D") has engaged MWI, an outsourced ombuds services provider, to establish the DIII-D Ombuds Resource ("Resource," "Ombuds Resource," or "Office") to provide ombuds services to help foster respect, honesty, fairness, and integrity, and to bolster a supportive and civil working climate at the Facility for all who utilize the Ombuds Resource. In keeping with standard ombuds norms, those who utilize the Ombuds Resource, are referred to as "visitors." When a visitor consults with a member of the Ombuds Team ("Ombuds"), the Ombuds will listen, serve as a strategic thought partner, help the visitor surface or develop options for the visitor to resolve the issue, provide resources and information about the Facility's policies and systems, and otherwise assist with informal conflict resolution and problem-solving. In each case, the Ombuds Resource provides support that is independent, confidential, impartial, and informal. This Charter ("Charter") defines the terms, conditions, and principles on which the Ombuds Resource has been established and describes the privileges, responsibilities, and authority of that Resource and the Ombuds.

DIII-D is a U.S. Department of Energy user facility hosted by General Atomics and featuring an independent Research Program consisting of hundreds of users from approximately 100 different organizations located around the world. All DIII-D team members are eligible to utilize the Ombuds Resource. Any limitations on team members being able to utilize the Ombuds Resource must be stated by the employing organization of the individual and are the responsibility of that organization and the individual to enforce. Throughout this Charter, references to "visitor" are considered applicable regardless of institutional affiliation or employment of the individual. A DIII-D team member is anybody affiliated with DIII-D.

II. PURPOSE AND SCOPE OF THE OMBUDS RESOURCE

A. *Mission Statement*

The primary mission of the Ombuds Resource is to provide an independent, impartial, informal, and confidential resource to assist individuals to surface, manage, and/or resolve work-related issues, including early and informal resolution of conflicts at the lowest levels possible without the need to pursue formal grievance processes. Support is primarily offered in the form of conversations that help an individual evaluate their options and navigate situations, and sometimes with facilitated discussions with others. In addition, the Ombuds Resource is designed to alert Facility officials, without breaching confidentiality, about systemic problems or general trends that merit further review or consideration for the good of the Facility and the DIII-D team members. The Ombuds is neither an advocate for its visitors nor represents Facility management. Rather, the Ombuds is an advocate for respectful dialogue, fair practices, and mutual understanding.

B. *Responsibilities of the Ombuds Resource*

The Ombuds Resource is responsible for the following:

- Providing ombuds services to eligible visitors (see also sections IV and V for more details of such service).
- Supplementing, as an informal resource for communication but without replacing, formal organizational channels such as HR, Compliance, Legal, Internal Audit, and management (These departments are part of each participating institution and are not provided or housed within DIII-D itself).
- Fostering equitable and fair treatment of all people
- Helping team members comply with the Facility's Code of Conduct to promote more ethical research and workplace practices, innovation, and resiliency
- Helping the Facility protect its reputation and its financial, human, and capital resources
- Helping the Facility as an early warning system by sharing general trends and emerging issues with management or senior leadership while maintaining the confidentiality of the identity of visitors to the Resource and their confidential communications with the Ombuds
- Facilitating, where requested, communication between parties that find themselves in a dispute with others
- Conducting outreach and education throughout the Facility about the Ombuds Resource services and conflict management and resolution techniques
- Developing and maintaining administrative procedures for effective and efficient operation of the Ombuds Resource
- The Ombuds does not provide advice to team members on what actions to take, but rather helps the individual make such evaluations themselves, through discussions that help the individual analyze the situation.

C. *Constituents Served by the Ombuds Resource*

The Ombuds Resource may provide service to individuals in the following groups:

- Facility team members
- Facility management

Individuals who contact the Ombuds Resource who do not belong to one of the above groups will be given appropriate referral information to other resources.

III. STANDARDS OF PRACTICE AND CODE OF ETHICS

Each Ombuds shall adhere to the Code of Ethics and the Standards of Practice of the International Ombuds Association¹, which are incorporated by reference in this Charter. As noted below, the Ombuds Resource functions independently and confidentially, it remains neutral, and it limits the scope of its services to provide informal assistance in conflict management and resolution and in surfacing workplace issues.

The Ombuds will establish and follow consistent practices and policies for the Resource, which will be posted on the Ombuds Resource website. The Ombuds will publicize on its website and elsewhere the key principles on which the program is based, including the confidential, independent, impartial, and informal nature of the Resource's services, and will clearly explain each of these Standards of Practice to their visitors.

A. *Independence*

The Facility has established an independent Ombuds Resource, which allows visitors to come forward and confidentially discuss concerns from any area of the Facility without fear of retribution. Although the Ombuds Resource has a direct line of communication to the Facility Director, the Ombuds Resource shall be, and shall appear to be, free from interference in the legitimate performance of its duties.

The Ombuds are not part of the DIII-D management team. The Ombuds exercise sole discretion over whether and how to act regarding individual matters or systemic concerns, consistent with the terms of authority described below in Section IV: "AUTHORITY/LIMITATIONS OF THE OMBUDS RESOURCE."

B. *Informality*

The Ombuds Resource provides informal assistance to its visitors. It has no authority to receive notice of formal complaints against the Facility, conduct formal investigations, or make business or policy decisions for the Facility. It will not participate in formal adjudicative processes, outside agency complaints, and lawsuits. Instead, the Ombuds Resource provides visitors with an opportunity to informally take action themselves to resolve their issues or to collaborate to accomplish mutually acceptable outcomes.

The Resource does not create or maintain business records for any party utilizing its services and shall not create or maintain documents or records for the Facility about individual cases.

As an informal resource, the Ombuds Resource is always a voluntary option. It is not a required step in any formal process available at the Facility.

¹ "The mission of the International Ombuds Association is to support and advance the global organizational ombuds profession and ensure that practitioners work to the highest professional standards." International Ombuds Association, <http://www.ombudsassociation.org/> .

C. *Neutrality and Impartiality*

The Ombuds Resource shall always be a neutral and impartial resource and shall not take sides or advocate on behalf of the Facility or any individual or cause. The Ombuds will impartially consider the interests and concerns of all parties involved in a situation.

Consistent with its position of neutrality, the Ombuds cannot, under the terms of this Charter, and will not participate in formal proceedings of the Facility that concern issues visitors have discussed with the Ombuds Resource.

The Ombuds shall avoid involvement in matters where there may be a real or perceived conflict of interest for an Ombuds team member or the Resource, i.e., the Ombuds' private interests interfere with the neutrality of the Ombuds Resource. When a real or perceived conflict of interest exists, the Ombuds shall take appropriate action to disclose and/or avoid the conflict. The Ombuds shall also comply with Facility policies related to conflicts of interest.

D. *Confidentiality*

Confidentiality is the defining feature of the Ombuds Resource. Communications with the Ombuds are confidential to the maximum extent permitted by law. The Ombuds will hold all communications in strict confidence and will not reveal--and must not be required to reveal--the identity of visitors to the Ombuds Resource. No team member or manager at any level of the Facility may compel the Ombuds to disclose confidential information.

The Ombuds will not reveal any information disclosed to them in confidence except in accordance with the IOA Standards of Practice, including not disclosing such information without a visitor's express permission and then only at the discretion of the Ombuds. The Ombuds may, however, disclose otherwise confidential information if they determine there is an imminent risk of serious physical harm.

The Facility fully supports the confidentiality of the Ombuds Resource. It encourages parties to come forward confidentially, share their concerns, and attempt early and collaborative resolution instead of resorting to prolonged appeals or litigation. In order to achieve a mutually acceptable outcome, the opportunity for a frank and confidential discussion of issues, options, and possible outcomes is necessary.

Because the Ombuds Resource is a purely voluntary resource that no one is required to use, those who do so will be understood to have agreed to abide by the terms, conditions, and principles upon which it was established and not call on the Ombuds to testify or produce documents relating to confidential communications in any legal, administrative, or other proceedings. The Facility has also agreed to respect the terms, conditions, and principles on which the Resource was created and not call on the Ombuds to testify or produce documents relating to confidential communications in any legal, administrative, or other proceedings.

The confidentiality of communications with the Ombuds may not be waived by others. The Ombuds Resource will resist any attempts by visitors or third parties to compel disclosure of confidential communications or documents by invoking the terms, conditions, and principles of this Charter and by asserting a claim of confidentiality under any applicable rule or statute under which confidential communications may be protected, including where applicable, rules or statutes dealing with mediation and other methods of alternative dispute resolution.

The Ombuds and the Facility will cooperate with each other to implement policies and practices to protect the confidentiality of visitor identities and Ombuds' confidential communications. In addition, the Facility will notify the Ombuds Resource of any subpoena or request for the production of documents served on the Facility seeking disclosure of Ombuds' confidential communications and cooperate with Ombuds to take all reasonable steps to resist such attempts to compel disclosure of Ombuds' confidential communications or documents, including filing a motion for protective order or taking other legal action to resist such attempts.

The Ombuds will maintain any case-related information (e.g., notes, phone messages, appointment calendars) in a secure location and manner, protected from inspection by others and will have a consistent and standard practice for the regular destruction of such information. The Ombuds will prepare any data or reports to be shared with the Facility or the Facility's leadership in ways that protect visitor confidentiality.

IV. DISCUSSIONS FACILITATED BY THE OMBUDS

Ombuds use several tools when working with visitors, including offering them the option to participate in a facilitated discussion. A facilitated discussion is an informal and voluntary process where the Ombuds offers to assist the visitor and the person of concern (another team member or a manager, etc.,) with an opportunity to speak with one another about the concern in a private setting.

The Ombuds have no authority to impose an outcome, mandate participation in the process, or determine an outcome. Should both the visitor and a person of concern elect to participate in a facilitated discussion, they should expect the following:

- 1) The Ombuds will remain a neutral facilitator of the process. The Ombuds' role is to assist the parties to identify their interests and develop options for resolution that the parties may determine solely in the end by agreement.
- 2) The Ombuds will not represent or advocate for any side. The Ombuds is an advocate for a fair process and will conduct themselves accordingly as they facilitate the discussion.
- 3) Participants in a facilitated discussion cannot create new policies, rights and/or privileges by agreement.

- 4) Any written agreements that would benefit from the oversight by a third party (e.g., leadership or HR), will be provided to the third party, with the knowledge and consent of the parties, to monitor compliance. The Ombuds will not monitor or enforce the terms of any agreement.
- 5) In alignment with their commitment to confidentiality, the Ombuds will not reveal the contents of the facilitated discussion to anyone unless a participant shares information that the Ombuds determines represents an imminent threat of serious harm or as authorized by the IOA's Standard of Practice.
- 6) Facilitated discussions are voluntary for all parties including the Ombuds. Should a facilitated discussion end without resolution, all other options remain for the visitor including continuing to work with the Ombuds, reaching out to HR, or pursuing formal options for resolution.
- 7) Unlike a traditional mediation, the participants and the Ombuds do not sign an Agreement to Participate / Confidentiality Agreement for each facilitated discussion and instead will be bound to the principles and terms and conditions of confidentiality, informality, independence, and neutrality contained in this Charter.

V. AUTHORITY/LIMITATIONS OF THE OMBUDS RESOURCE

The authority of the Ombuds Resource is both defined and limited in a manner that enables it to best serve the Facility and people served by the Ombuds Resource. The authority of the Ombuds Resource derives from Facility leadership and this Charter, as manifested by the endorsement of this Charter by the Facility Director.

A. *Authority of the Ombuds Resource*

1) Providing Services to Visitors

The Ombuds will listen to each visitor's concerns or questions and then try to help the visitor develop options appropriate to the dynamics of each situation. These responses may include providing policy information or referral assistance, identifying, and reframing the issues, helping a visitor develop options or a communication strategy, conflict coaching, making informal inquiries or facilitating a discussion between visitors (with their permission). The Ombuds also can help visitors assess their different options for conflict management or resolution. The Ombuds are authorized to discuss issues with visitors that fall under federal, state, local labor and employment laws, rules, and regulations, but the Ombuds Resource is not authorized to accept service or receive formal or legal notice of claims against the Facility or its agents.

2) Initiating Informal Inquiries and Accessing Information

The Facility values early and informal conflict resolution. To pursue this goal, the

Ombuds may, on occasion, need to make inquiries or seek assistance in order to gain an understanding of all aspects of a dispute. Facility team members and management are encouraged to cooperate with these efforts of the Ombuds Resource. (Any inquiry made by the Ombuds does not constitute a formal investigation by either the Ombuds Resource or the Facility.)

3) Addressing Perceived Systemic Trends

The Ombuds may inquire into adverse trends that the Ombuds observes or perceives. The Ombuds may also bring adverse trends to the attention of appropriate Facility management in a manner that protects the confidentiality of individuals who may have shared information with the Ombuds about such trends.

4) Ending Involvement in Matters

The Ombuds may decline to participate in a visitor's case or withdraw from it if the Ombuds believes that involvement in the case would be inappropriate for any reason.

B. *Limitations on the Authority of the Ombuds Resource*

1) No Authority to Investigate, Adjudicate, Sanction, Change, Bind, or Enforce

The Ombuds Resource may not conduct formal investigations of any kind, nor is it authorized to adjudicate disputes, issue findings, or impose remedies or sanctions. The Ombuds may not make business or policy decisions on behalf of the Facility, its managers, or its team members.

While the Ombuds Resource can provide visitors with information and assistance in conflict management, visitors are solely responsible for deciding what action they wish to take and for managing their own conflicts.

The Ombuds Resource is not authorized to unilaterally change management decisions or Facility policies/procedures. The Ombuds Resource is not authorized to make any statements or commitments that bind the Facility, financially, contractually, or otherwise.

Neither the Ombuds Resource nor the Facility shall be responsible for enforcing any agreement that visitors may reach solely between themselves due to information or assistance they receive from the Ombuds Resource. This Charter does not affect or impede the Facility's right to enforce any policy or any agreement to which the Facility is a party.

2) Not a Recipient of "Notice"

Because the Ombuds Resource is designed to be a confidential resource for

informal conflict resolution, communication with the Ombuds Resource is always “off the record” (unless it falls in one of the exceptions to confidentiality recognized in the IOA Standards of Practice). Therefore, the Ombuds Resource is not authorized to receive notice for the Facility about any alleged misconduct. The Resource shall publicize to all constituents of the Resource that it does not have authority to receive notice of claims against the Facility or its agents and that the Ombuds is not required to report any such matters to the Facility. If a visitor would like to put the Facility on notice of claims regarding a specific situation or wishes to obtain information on how to notify the Facility of a claim, the Ombuds will provide the visitor with the information appropriate for them to do so.

Important Note: The Ombuds is not obligated to maintain the confidentiality of information that the Ombuds determines represents an imminent threat of serious harm.

3) Collective Bargaining Agreements

The Ombuds is not authorized to inquire into or discuss with a visitor the application or interpretation of any collective bargaining agreement that is applicable to team members of the Facility or an alleged violation of the duty of fair representation against a certified union.

4) Recordkeeping

Because it is a confidential resource, the Ombuds Resource does not keep identifying information from individual cases. Any recordkeeping or note-taking related to a specific case shall only be used to help informally manage or resolve the visitor’s concerns. Records created by the Ombuds Resource and related to open cases are kept in the sole possession of MWI, the provider of Ombuds services, will be maintained in a secure manner and location, and all identifying information will be deleted 30-days after the case is closed and/or follow-up is complete.

The Ombuds Resource also may maintain generic data related to the general categories of visitors who seek assistance from the Ombuds Resource. Generic data may be used for general purposes like annual usage summaries.

5) Not Authorized to Serve as an Advocate or Representative or Provide Professional Counseling

The Ombuds will not advocate for any party in a dispute, represent either the Facility or visitors to the Resource, or provide mental health counseling or legal and psychological advice. Important rights may be affected when formal action is instituted and when the Facility is informed of allegedly inappropriate or wrongful conduct, and while working with the Ombuds may address a problem or concern effectively, it may not protect the rights of a visitor contacting the

Resource. The Ombuds Resource is not, and is not a substitute for, anyone's lawyer, representative, or counselor, and a person may wish to consult with a lawyer or other representative with respect to those rights.

VI. INQUIRY ABOUT THE USE OF THE OMBUDS RESOURCE IS INAPPROPRIATE; RETALIATION FOR DOING SO IS PROHIBITED

The Facility supports efforts to manage and resolve conflicts informally to preserve collegial and effective working relationships, maintain a vibrant Facility community, and avoid the time and expense required for formal proceedings or litigation. Because the Ombuds Resource is intended to be a confidential resource, it is not appropriate for management or other team members to inquire about an individual's use of the Ombuds Resource or any communication that may have occurred. Furthermore, discouraging or preventing eligible visitors from using the Ombuds Resource is inappropriate because it is contrary to the Facility's intent of providing the Resource as a forum for early and informal management and resolution of conflicts.

While the Facility supports and encourages the use of the Ombuds Resource for conflict management, an individual's use of the Ombuds Resource must always be completely voluntary. It is acceptable to remind individuals that the Ombuds Resource is available as an option or a resource. However, no one may be ordered or required to visit the Ombuds Resource, nor may an individual be punished for not visiting it.

All team members shall have the right to consult the Ombuds Resource without fear of retaliation or reprisal. Retaliation against any team member for consulting with the Ombuds Resource or against the Ombuds for actions within the legitimate scope of their duties as described in the Charter is prohibited.

VII. PROTECTION OF OMBUDS CONFIDENTIALITY

In the event of attempts by inquirers or third parties to compel the Ombuds or MWI to disclose confidential communications or documents, DIII-D and MWI agree to cooperate in the defense and opposition to such claims to protect the privacy of the visitors and independence of the ombuds resource.

VIII. PROCEDURE FOR REVISION OR REVOCATION OF THIS DOCUMENT

This Charter remains in effect unless otherwise revoked by the Director, and such revocation shall be provided in writing to the Ombuds. Any revision to this Charter shall be jointly agreed to in writing by both the Director and the Ombuds representative from MWI and shall be appended to this document.

DIII-D Program

MWI

Signed: Richard Buttery
Richard Buttery (Apr 10, 2025 11:16 PDT)

Signed:

Name: Richard Butterly

Name: Chuck Doran

Title: DIII-D Director

Title: Executive Director

Date: 04/10/2025

Date: 04/10/2025

Duly Authorized Hereunto

Duly Authorized Hereunto

MWI Outsourced Ombuds Charter

Final Audit Report

2025-04-10

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