Use and benefits of mediation for IT services according to ITILv3

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1.1 Abstract

In the opinion and experience of the author, an institutionalized mediation service is not yet an absolute necessity in order to successfully provide and operate an IT service.

However, an institutionalized mediation service can help to identify social conflicts within and between the customer and the provider of an IT service at an early stage and to resolve them in a constructive and appreciative manner (Glasl, 2010 pp. 10-11).

The ability to perceive conflicts and to resolve them through mediation in a resource- and future-oriented manner not only reduces their direct and indirect costs (KPMG, 2009). Over time, the conflict capacity of the participants and the conflict resilience of the organizations is increased (Glasl, 2008, pp. 9-10). Conflicts can be dealt with constructively and without loss of face; opposites lead to encounters and not to exclusions (Glasl, 2010, p. 12). Trust in the partnership can be built and thus active full references for new business relationships are created.

On the provider side, consuming a mediation service can increase the ability to respond more quickly and flexibly to changing market conditions and challenges. Valuable resources do not have to be tied up with unproductive escalations and activities, such as the backward-looking search for 'the party at fault'. Instead, they are available for the development of solutions, products and services.

On the customer side, the consumption of a mediation offer can increase the ability to effectively and efficiently integrate an IT service and to use it optimally over its life cycle. In this way, conflicts and resistance that arise, for example due to fears about impending changes can be addressed and resolved.

This paper shows how social conflicts can arise between the customer and the IT service provider, identifies actors and exemplifies how a mediation service can be set up and operated as an IT service.

1.2   Introduction

1.2.1   Motivation for the paper

The experiences and findings from the mediation training at the HSG have moved the author to write this paper.

The respect and dignity that mediation shows to people correspond to the author's attitude and values. He believes that mediation should be an integral part in any IT services, but that there are currently very few approaches to establish mediation in IT services.

The author would like to show interested persons the chances and possibilities of mediation in IT services and thus encourage them to develop a mediation offer.

1.2.2   Target audience

This paper is aimed at IT service participants and at mediators who have an interest in evaluating mediation as a conflict resolution option in the IT service field and in introducing and using it where appropriate.

1.2.3   Procedure and hypotheses of the thesis

The aim of this thesis is to investigate the following two hypotheses in a deductive approach:

- The *first hypothesis* is that, in case of social conflicts within and between customers and providers of IT services, sustainable benefits will result from a mediation offer, such as a reduction of costs or the preservation of the business relationship.

- The *second hypothesis* is that mediative resources and skills of IT system participants have a positive impact on the social and communicative interaction within and between the customer and provider, and that this can identify conflicts at an early stage and reduce their escalation.

This paper therefore refers to social conflicts in the world of work (see chap. 2.3.1) and not to intrapersonal conflicts (internal conflicts of a person) or technical problems.

1.2.4   Structure and procedure of the paper

The work consists of the following parts:

- *Chapter 1: Introduction to the thesis*. The aim of this chapter is to introduce the underlying hypotheses, to explain the structure and the procedure of the thesis as well as to define terms for this thesis.

- *Chapter 2: Development of foundations for practical implementation*. The aim of this chapter is to use observations, literature and derivations to develop theoretical considerations, foundations and justifications for a practical implementation of a mediation offer.

- *Chapter 3: Implementation proposal*. The aim of this chapter is to develop a practical implementation example for a mediation offer in ITILv3 on the basis of the theoretical principles.

- *Chapter 4: Conclusion*

The bases for the practical implementation are essentially derived from observations and experiences by the author (inductive approach). As far as possible, these observations and experiences have been substantiated by references to existing studies.

The narrow scope of this paper does not allow the author to pursue and substantiate all aspects in the desired depth and completeness (e.g., with own surveys). The paper is to be understood as a suggestion and, if helpful, as a basis for further work.

1.3 Explanation of terms

1.3.1 Information Technology Infrastructure Library

The Information Technology Infrastructure Library (ITIL) was published in 1988 by the Central Computing and Telecommunications Agency (CCTA) under the name Government Information Technology Management Method (GITMM) with the aim of improving the quality of IT services purchased by the British government. The name GITMM was renamed ITIL in 1989 together with the edition of the first forty books.

ITILv3 was last updated in 2011 by the renamed 'Cabinet Office' CCTA in version 3 and is now considered to be one of the internationally widely used and applied frameworks for 'IT Service Management' (ITSM).

Version 3 of the ITILv3 framework consists of the five service lifecycles 'Service Strategy' (Cabinet Office, 2007), 'Service Design' (Cabinet Office, 2007), 'Service Transition' (Cabinet Office, 2007), 'Service Operations' (Cabinet Office, 2007), and 'Continual Service Improvement' (Cabinet Office, 2007) Together they describe a total of 26 IT management processes. The framework covers strategic planning, design, transfer of a service and its

operation and continuous improvement. ITIL sees itself as 'Best Practices[1]' and not as a standard such as COBIT or ISO/IEC 20000.

The recommendations from the ITIL framework are generally adapted to the respective requirements of the IT organization, the IT service, and the business and are introduced step by step. As a rule, only a small part of the available ITIL processes is implemented.

1.3.2   IT service

An IT service is provided by a provider and usually consumed by one or more customers supporting one or more of customer business processes. If the customer acts again as an IT service provider he offers services, usually in a specialized form, as a new IT service to other customer. For this paper it is irrelevant whether the provider and the customer are in the same or in different organizations and where the IT service is provided and consumed.

An IT service has a life cycle. It must be developed, planned, built, paid for, offered, introduced, operated, billed, supported and dismantled. Over its lifecycle, an IT service is supported by various players, each of whom has different needs and interests with regard to the IT service.

1.3.3   Mediation service / mediation offer

For the purposes of this paper, mediation service or mediation offer refers to an item that can be retrieved from a catalog of services like a product.

The mediation service is provided in the same way as an IT service (see chapter **Fehler! Verweisquelle konnte nicht gefunden werden.**) and is oriented to the ITILv3 life cycles and processes as well.

1.3.4   Mediation

Mediation is a voluntary, out-of-court conflict resolution process in which the conflicting parties, the so-called mediants, seek an independent and future-oriented solution under the guidance of a mediator. The mediator serves as an impartial and preferably neutral mediator, who supports the mediants with a structured procedure (e.g., with the '6 Phase

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[1] The term best practice, also called method of success, originates from Anglo-American business administration and refers to proven, optimal or exemplary methods, practices or procedures in a company. (Wikipedia, 2013).

Mediation[2]') as well as various mediation techniques (e.g., Loops[3], circular questions[4], ...) in finding a solution. The mediator has no decision-making authority and makes no suggestions regarding possible solutions for the conflict. His/her task is to ensure that the interests and needs behind the conflict are formulated, well understood and serve as the basis for viable solutions by the mediants.

Mediation is neither a form of treatment nor a form of therapy. It is equally demanding for the mediants and for the mediator, as the conflict is explored in depth and different emotions also take up an important space.

In '6 Phase Mediation', the mediator leads the parties sequentially through defined phases. In addition, depending on the situation and case, there are other forms of mediation to choose from, such as mini-mediation[5], pre-mediation[6], co-mediation[7], and shuttle-mediation[8] (list not exhaustive) which could be recommended and applied by the mediator. With a post-mediation[9] the mediator can support the mediants in the implementation of the agreement. Supervision[10] supports the mediator, among other things, in clarifying issues and ensure quality assurance.

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[2] Structured mediation process that proceeds in 6 phases (preparation and introduction, information and topic collection, needs and interest clarification, creative option search, evaluation and negotiation, agreement and conclusion).

[3] A technique of active listening, what is heard is paraphrased by the mediator, reproduced and must be confirmed as correct by the mediator.

[4] 'Around the corner questions' like what would x say if I asked her if y still love each other?

[5] Mediation compressed in time.

[6] Pre-mediation includes preparatory discussions and activities prior to mediation.

[7] Co-mediation is mediation with several mediators.

[8] In shuttle or pendulum mediation, the mediants do not meet directly. The mediator shuttles back and forth between the mediants.

[9] Post mediation includes activities that are carried out after the mediation e.g. control of agreements.

[10] Supervision gives the mediator, among other things, the opportunity to clarify issues or situations with a professional.

2   Conflicts and their opportunities in IT services

2.1   Introduction

The increasing penetration of and dependence on IT services in everyday business and private life are partly responsible for the fact that conflicts between the customer and the IT service provider occur and escalate more quickly.

One of the reasons for this is that IT is changing from a functional to a process-driven service (Oehler, 2009, p. 11). As a result, IT failures have a rapid and extensive impact and block or hinder many direct and indirect business processes that cannot be provided or consumed without the appropriate IT support.

This chapter explores the origins of and opportunities of these conflicts in information technology, and thus forms the basis for the further recommendations for the development of a mediation offering in ITILv3.

2.2   IT Services

2.2.1   The dependence on IT services

IT plays a fundamental role in the provision and use of a large number of services that we consume on a daily basis such as:

- Mobile and IP telephony, SMS, MMS, video conferencing
- E-mail, instant messaging, social networks, business portals
- Search, book, order, shop, pay, trade
- Wiki's, information, courses, learning

and much more. The increasing dependency and self-evidence of such services, whether in private or business life, means that the requirements for the underlying IT services in terms of warranty (in ITILv3 'Fit for use') and usability (in ITILv3 'Fit for purpose') have increased. If these requirements are not met, conflicts between the stakeholders can quickly arise and escalate.

The complex networking of IT services has also led to greater interdependencies between IT service providers to a degree that, in the opinion of the author, is hardly manageable even for experts.

In the author's experience, this has led to the now common finger pointing ("It's the other guy's fault, I'm OK") and thus to protracted, contagious and escalating conflicts.

2.2.2 Actors

At a high level of abstraction, ITILv3 distinguishes the actors:

- *Customers* who evaluate, order, integrate, consume, and pay for services. They can be individuals, groups or organizations.

- *Vendors (providers/service providers)* that develop, plan, finance, provide, deliver, and charge for services. Typically, providers are national or international organizations.

These actors can act in different roles. According to the author's observations, however, roles are named and described differently in most organizations. It is therefore helpful, from the author's point of view, to differentiate only between customer and provider for this technical work.

2.2.3 Customer/provider relationship

The customer/provider relationship, with a structure often observed by the author, can be represented as follows:
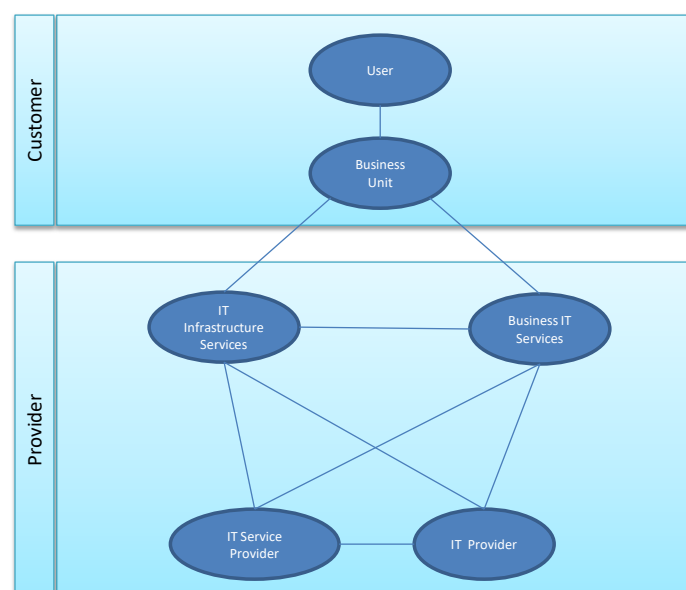
Image 2.1: Customer/Provider Actors and relationship

Whereby the user acts as the 'end user' of the service or of the business process. The business unit represents the business process and is therefore a customer of IT, which in turn consists of infrastructure and business IT.

Under infrastructure and business IT, in turn, lie IT service providers and IT suppliers. Depending on the size and structure of the organization (national/international), further units can be added or omitted.

The organizational structure may be repeated within each participant in the same or similar structure:
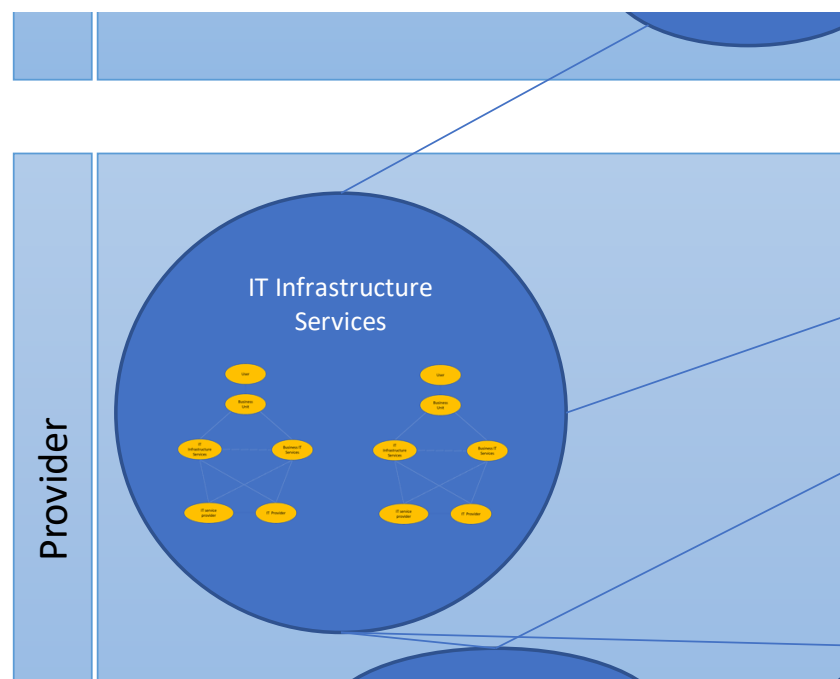
Image 2.2: Structure similarity customer/provider Actors and relationship

The 'IT infrastructure services' are in turn a customer of several providers, which in turn provide IT services (e.g., LAN, WAN, WLAN). These in turn can be customers of further providers and so on and so forth.

The system may have a self-similar structure. In this case, it can be assumed that the respective systems are subject to similar challenges.

2.3   Conflict definition and emergence

2.3.1   Definition of social conflict

According to Glasl, social conflicts are defined as:

> A social conflict is an interaction (an interrelated communicating or acting)
> between actors (individuals, groups, organizations ...), where at least one actor
> experiences incompatibilities in thinking/imagining/perceiving and/or feeling
> and/or wanting with the other actor(s) in such a way that in realizing an
> impairment by another actor(s) occurs. (Glasl, 2011, p. 14-18)

Thus, one can only speak of a social conflict when the actors have developed an
incompatibility in (thinking/imagining/perceiving) and/or (feeling) and/or (wanting) and
(communicating/acting).

2.3.2   Emergence from social conflict

Only the concatenation of incompatibilities in thinking, feeling, wanting and acting of the
parties can lead to a conflict. The following points can lead to social conflicts, but they are
not conflicts in themselves (list not exhaustive):

- Contradictions
- Differences of opinions
- Misunderstandings
- Semantic differences
- Contradictions of emotion
- Tensions

How do incompatibilities in thinking, feeling, wanting and acting arise between the
customer and the provider, or from another perspective, what would be the success factors
for a 'utopian perfect' IT service between the customer and the provider?

One possibility is to define that the ability to consume from the customer (i.e., from
strategy to payment) and the ability to deliver the IT service by the provider (i.e., from
strategy to billing) would be in harmony:
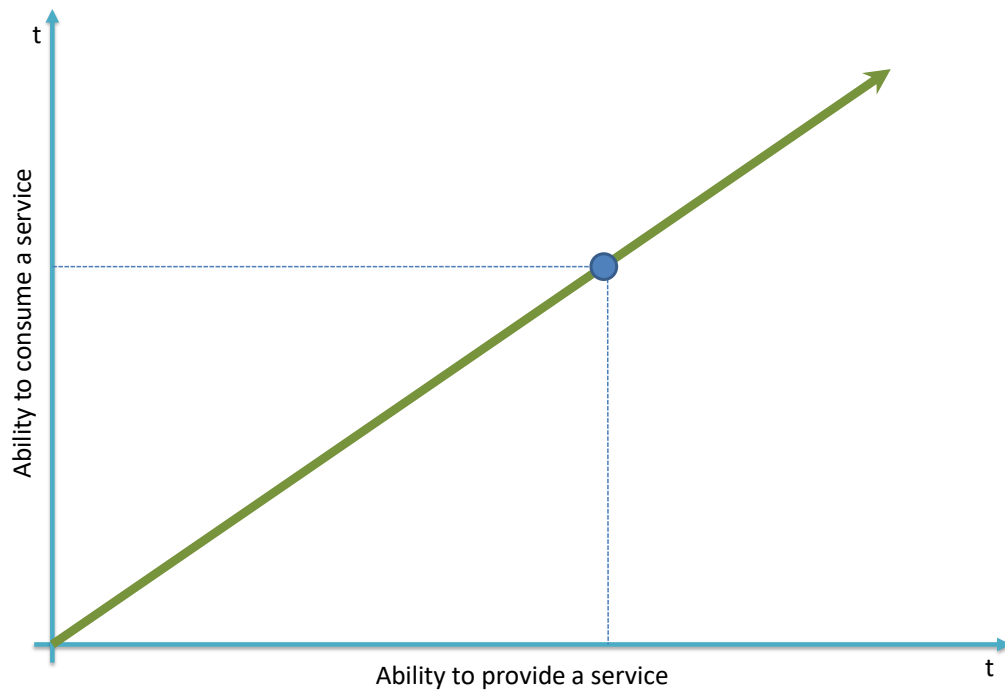
Image 2.3:   Harmony between the customer and supplier

The 'harmony axis' indicates that the expectation in the guarantee and usability of the IT service for the customer and the provider is for the most part in harmony and that there has been no chaining in the incompatibility of thinking, feeling, wanting and acting. The IT service is thus delivered within the expected or agreed quality, time and cost.

What would be exemplary extremes to this ideal case? These could look like the following:
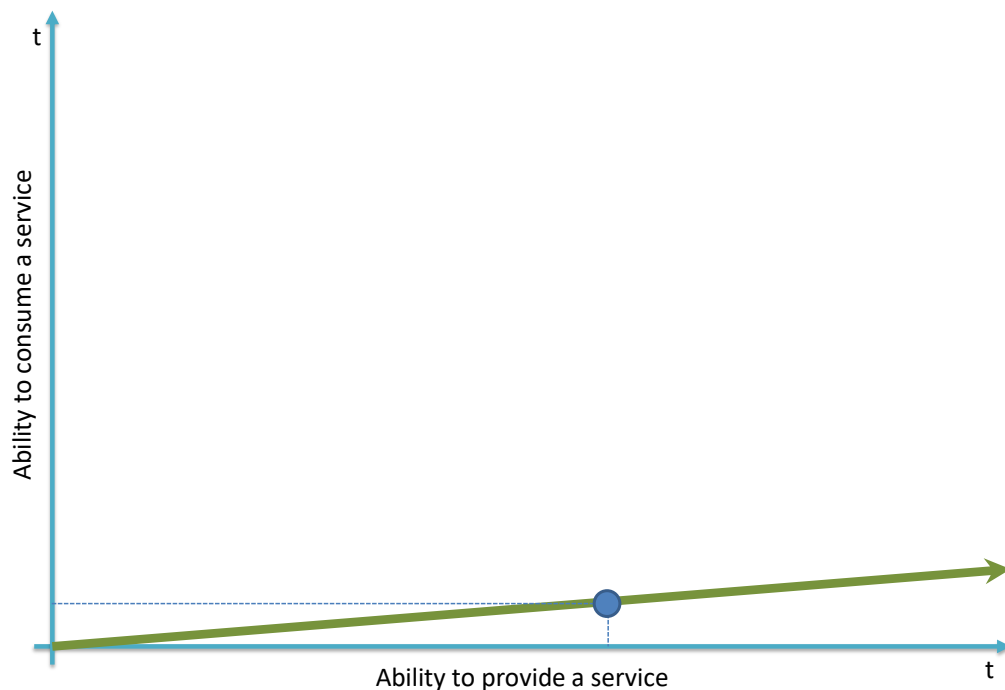
Image 2.4:   Over-servicing of the customer by the provider

In this case, the customer is 'over-served'. He will hardly be able to understand and fully consume the IT service offered. The parts that the customer can use are delivered by the provider in a way that is too complex and costly. On the other hand, the IT service does not scale for the provider at the customer. The effort required by the customer to integrate and support the IT service is far too great for each additional user, and the provider is constantly busy supporting the customer.
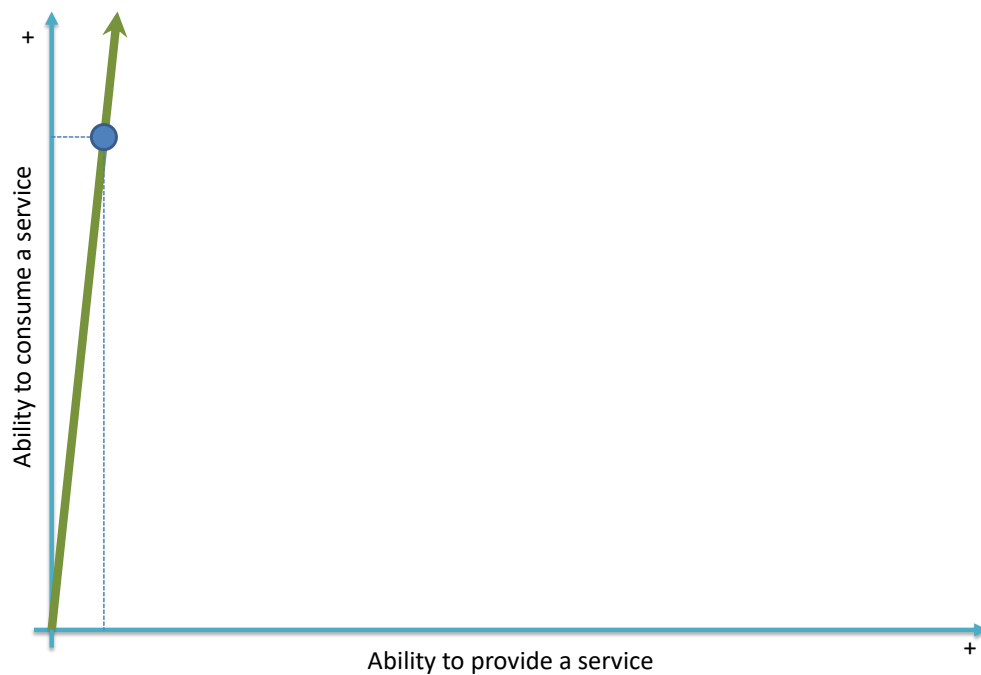
Image 2.5:   Overcharging of the provider by the customer

In this case, the requirements of the customer cannot be met by the provider. The provider does not understand the business of the customer or is not able to provide the IT service in the warranty and usability required by the customer.

Both examples can lead to an incompatibility in thinking, feeling, wanting, and acting and thus to a conflict. A development as conflict-free as possible, from these examples, should guarantee that it comes to no concatenation of the incompatibilities mentioned:
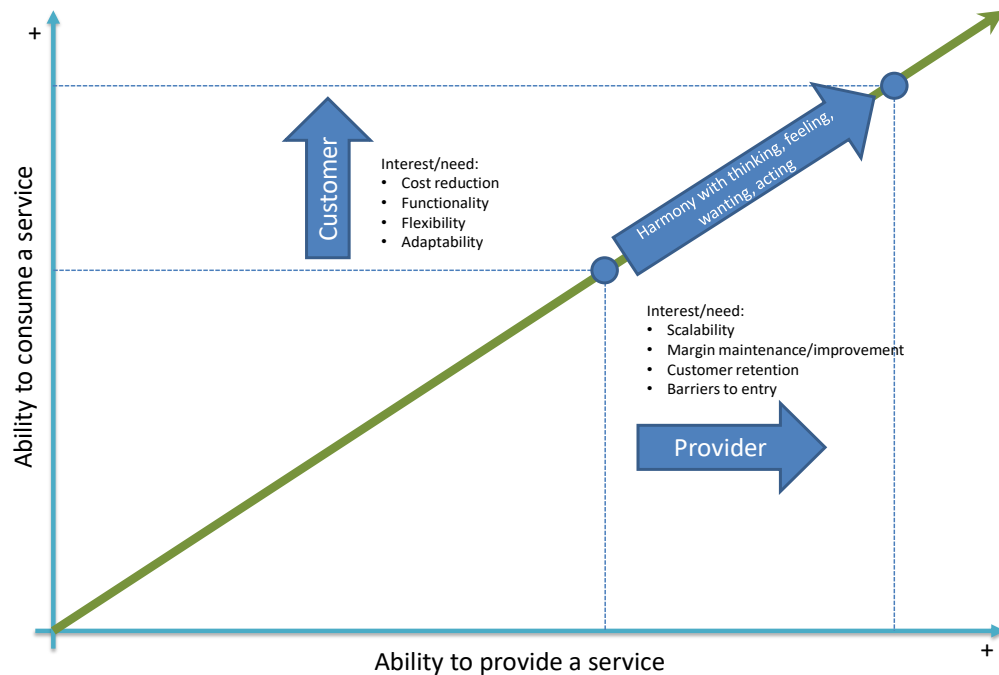
Image 2.6:   Joint development from customer and supplier

The 'harmony axis' requires the ability to keep one's own interests and needs and those of the partner in focus. This can be ensured through deliberately tailored IT services (e.g., with simpler and less extensive products) and processes.

Conflicts can indicate deviations from the 'axis of harmony' and a mediation offer can help to find the balance between the interests and needs of the customer and the provider more quickly. Thus, the partners spend less valuable time and resources to conflicts.

So, it is not about avoiding or suppressing conflicts but about the ability to recognize conflicts and to solve them in a resource- and future-oriented way in order to support and promote the further cooperation and development of the partners.

2.4   Actors and conflict system in the ITILv3 life cycles

2.4.1   Actors of the ITILv3 life cycles

The author believes that a differentiation of the actors based on the five ITILv3 service lifecycles can be helpful for further identification of conflicts and for the creation of a conflict map:
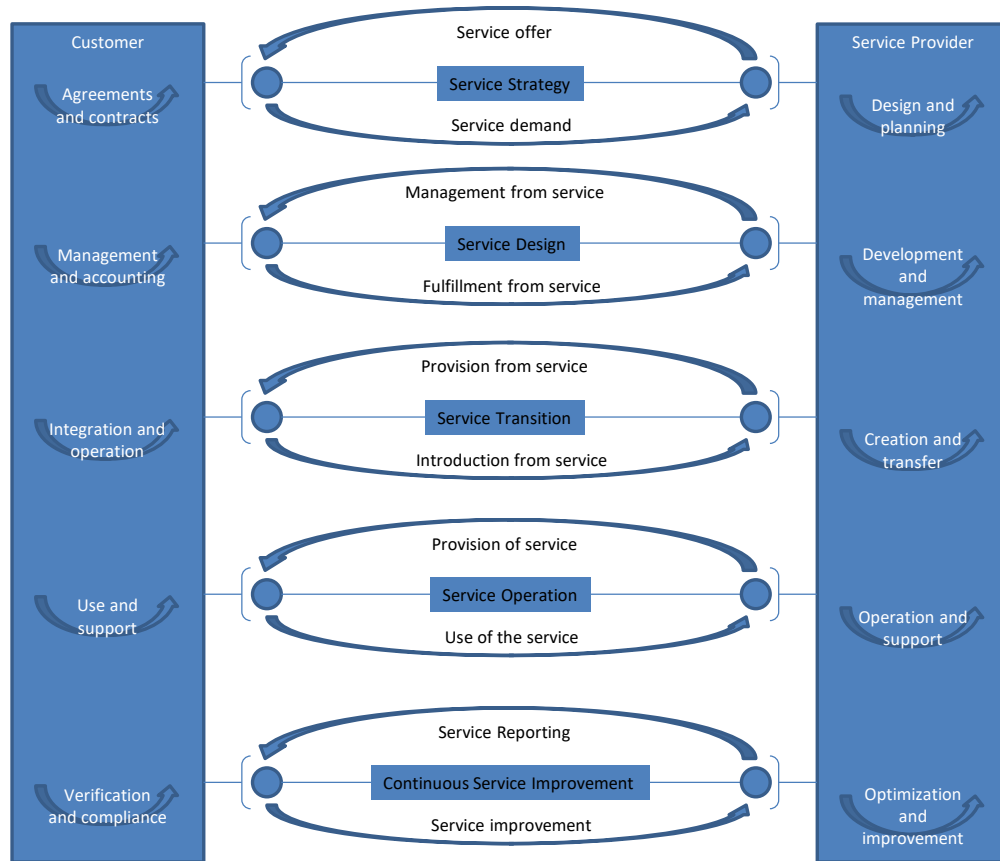
Image 2.7: ITILv3 main processes and actors

The social interaction interface between the customer and the provider is, on the one hand, the use (left-hand side) and, on the other hand, the provision (right-hand side) of the IT service for the respective business process.

According to the author, the following main actors can be assigned to the five ITILv3 service lifecycles. The stage indicates the ITILv3 direction in which a service is developed (Strategy, Stage 1), planned (Design, Stage 2), implemented (Transition, Stage 3), operated (Operation, Stage 4) and continuously improved (Continuous Service Improvement, CSI, Stage 5):

Aspect/main process	Level 1 Strategy	Level 2 Design	Stage 3 Transition	Level 4 Operation	Level 5 CSI
Actors	CIO, CFO, Business Relationship Manager, Portfolio & Strategy Manager, Industry & Regulatory Requirements	CTO, PMO, QM, SLM, ISEC, ITSEC, Compliance, Data Privacy, Auditors, Architects, Subject Matter Experts	PMO, QM, SLM, IT Operation Teams, IT Infrastructure Teams, Subject Matter Experts	User, Supporter	CSI managers, SLM, auditors, architects, process owners

Table 2.1:   ITILv3 key players

Although the structure is based on a waterfall model, ITILv3 places great emphasis on feedback and continuous improvement of all processes. The CSI therefore spans all ITILv3 service lifecycles, such as IT security management.

2.4.2   Conflict system in the ITILv3 context

From the author's point of view, it can be helpful to develop a conflict system in connection with the respective actors of the ITILv3 service lifecycles. Such an 'ITILv3 conflict map' can support the planning and implementation of a mediation offering. Such a 'conflict map' could look like the following:

Aspect/cycle	Stage 1 Strategy	Stage 2 Design	Stage 3 Transition	Stage 4 Operation	Level 5 CSI
Actors	CIO, CFO, Business Relationship Manager, Portfolio & Strategy Manager, Industry & Regulatory Requirements	CTO, PMO, QM, SLM, ISEC, ITSEC, Compliance, Data Privacy, Auditors, Architects, Subject Matter Experts	PMO, QM, SLM, IT Operation Teams, IT Infrastructure Teams, Subject Matter Experts	User, Supporter	CSI managers, SLM, auditors, architects, process owners
Core activities	Definition of IT strategy, service portfolio pricing & billing, demand management	Service catalog & service level management, capacity, availability, IT emergency management, information security, supplier management	Commissioning & support, change management, configuration & inventory, review & test, knowledge management.	Incident management, request fulfillment, problem & event management, access management	7-step improvement process, service measurement & reporting
Relationship level	Rather on strategies & contracts	Rather on recurring projects, developments & extensions	Rather on the establishment & introduction of the projects, developments, extensions	Rather on individual requests & support cases	Rather on regularly recurring activities
Conflict-frame (Glasl, 2011, p.67-70)	Macro Social	Meso Social	Micro Social	Micro Social	Micro Social
Reach (Glasl, 2011, p.72-73)	System Change Conflict	Battle for position	Friction, Friction Conflict, Issue Conflict	Friction, Friction Conflict, Issue Conflict	Friction, Friction Conflict, Issue Conflict
Dominant utterance form (Glasl, 2011, p.74-89)	Shape bound Hot conflict	Free of form Hot conflict	Free of form Cold conflict	Informal Cold conflict	Shape bound Hot conflict
Maximum negative consequences with guaranteed	The relationship between the customer & the provider is permanently	The relationship is latently strained & characterized by mistrust.	The relationship is permanently strained. It is tried to blame the partner for as	An undifferentiated 'bad' mood can arise that radiates outward.	The relationship strengthens over time & the partners are

Aspect/cycle	Stage 1 Strategy	Stage 2 Design	Stage 3 Transition	Stage 4 Operation	Level 5 CSI
exit **(Guaranteed exit = presumed maximum escalation level according to Glasl, (Glasl, 2011, pp. 233-309))**	disrupted. It is very unlikely that a direct relationship will ever be entered into again. Indirect relationships are undesirable (e.g., with partner companies). There is bad talk about each other. There is no interest on either side to relax the situation again.	It is controlled over the masses & basically the partner is blamed when something happens ('demonization'). Developments are hindered directly or indirectly. Competitive suppliers are increasingly involved.	many mistakes as possible ('finger pointing'). Service by the book & unconditional adherence to processes come before any customer interest. Introductions are delayed, hindered & where possible torpedoed.	There is bad talk about the partner, although no own experience has been made. Only the negative side is seen or mirrored in the other.	careful not to make any mistakes. Extensive definitions & processes are being tweaked to justify the suspension of common sense.

Table 2.2:   ITILv3 conflict map

Table is not exhaustive. For example: If the mood heats up during a support case between the user and the service desk representative (e.g., the employee of a call center), such a conflict can become quite hard verbally. Nevertheless, it usually remains isolated to the individual case and in larger organizations the 'conflict parties' (as persons) will hardly have an immediate contact again.

However, this may be different in a smaller organization because there are fewer internal people to support the users, which means they clash much more often. As a result, differences can 'accumulate' and conflict can arise and escalate over time.

2.4.3   Conflict detection

There is thus a broad scope for conflicts to arise and flourish. According to Glasl's escalation stages (Glasl, 2011, pp. 233-309), and his observation that the stages must be passed through individually, it can be assumed that there is a dependency between the duration of the conflict and the number of events that lead to escalation.
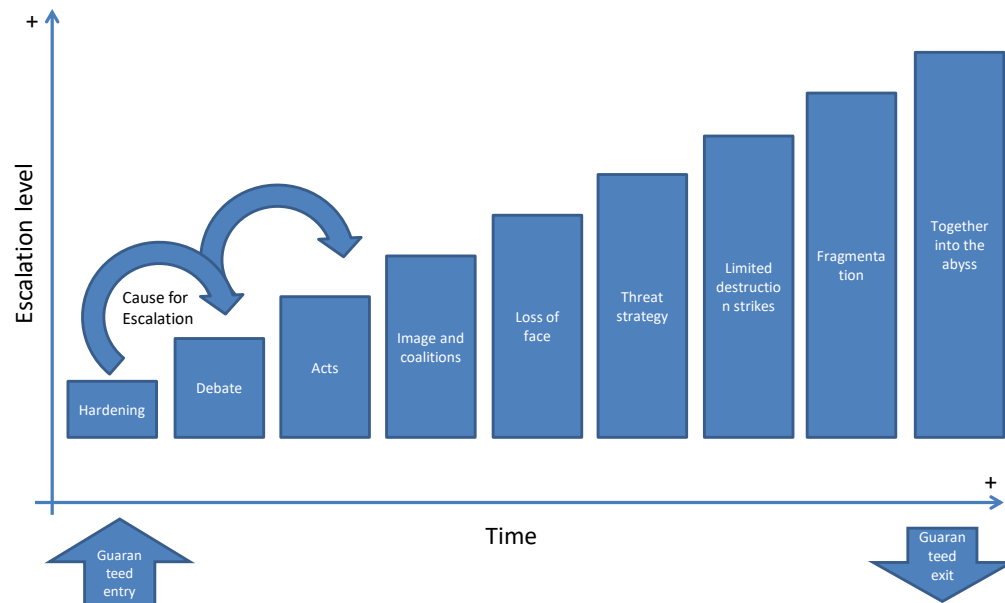
Image 2.8: Conflict escalation according to Glasl (Glasl, 2011, pp. 233-309). Own representation

How could escalations be recognized as early as possible in the IT model? It would make the most sense if the parties themselves become aware of the conflict or its escalation and request help or support to resolve the conflict.

In addition, external observers could help, recommend, request or order help. External observers could be, for example, colleagues, team members, persons of trust, specialized agencies in the organization, superiors or even relatives.

This results in a system with:

- Persons directly involved in the conflict, who carry out the conflict.

- Resources directly involved in the conflict, used by the people involved (i.e., 'weapons' such as e-mail's, chats, blogs, messages, ...).

- Indirect participants in the conflict or parts of the conflict who, for example, observe a verbal escalation.

- Resources involved indirectly in the conflict that could be accessed by participating individuals (i.e., the possibility of anonymous reporting, for example).

Thus, there are various possibilities to recognize a conflict or its escalation. The possibilities can be summarized in a table as follows:

	People	Resources
Direct / Involved	Sensitive, trained individuals with resources and skills to identify conflicts or their escalations.	Easy way to retrieve a mediation offer. Processing and analysis of complaints. 'grievance box', direct feedback, blogs, surveys

	People	**Resources**
		between system participants, conflict rounds.
Indirect / Observer	Possibility for anonymous reporting of conflict observations by any party (e.g., bullying by colleagues or relatives).	Report analysis SLA, KPIs, benchmarks, and baselining. Automated analysis of communication (e.g., sentiment analysis), and of the IT ecosystem. Semantic analysis.

Table 2.3:   Escalation detection

Thus, the detection of conflicts and escalations can be realized through various measures and continuously adjusted and improved over time through the CSI process.

The possibility to automatically detect conflicts and their escalation seems, to the author, to be a useful addition for large and complex organizations. Algorithms for semantic analysis of communication could provide valuable services without violating any privacy, anonymity, confidentiality and secrecy guidelines.

This means that there are three components for the ability to deal with conflict (Glasl, 2010, p. 21-23), i.e., the ability to perceive, the ability to judge, and the ability to act.

2.4.4   Escalation from conflict

Conflicts are far more inventive and flexible than being limited to the initial participants. One of the author's observations is that the higher a conflict is in the hierarchy, the more permanent its effect on the long-term relationship and its further development.

According to the author's observations, conflicts can also have a "contagious" effect, especially if the partner is "demonized" (Glasl, 2008, pp. 27-33) when the conflict arises or escalates.

One of the author's observations is that with the escalation of conflict, it can 'jump' from individuals to groups and to the organization (Glasl, 2011, p.256-266) even if they are not directly involved in the actual conflict:
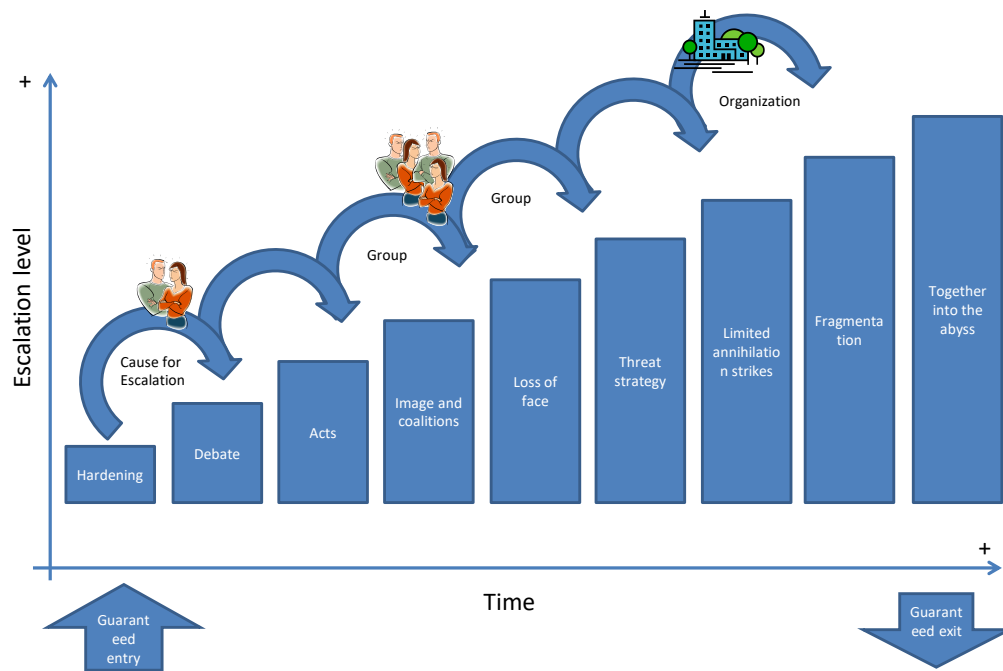
Image 2.9:   Conflict escalation individuals, groups, organization (Glasl, 2011, pp. 233-309). Own representation

Since the customer/provider systems can be self-similar, it can be assumed that this also applies to the conflicts within and between the systems. Conflicts therefore can mirror each other to a certain degree and even jump from one organization to another, especially if they are similar in size and structure.

The author has often observed that a latent conflict within the IT service management of the provider is transferred to the IT service management of the customer over time. The 'bad mood' at the provider, many small negative statements and indiscretions, can lead to similar conflicts on customer side.

2.5   Barriers to a mediation offer

The author has also observed several times that individual negative experiences from a previous mediation lead to a reflexive rejection by one or both conflict parties. Such a negative experience may have arisen directly (i.e., from participation in a mediation) or indirectly (from the experience of other persons) for the party from the private or professional environment.

According to the observation from the author, there were different reasons leading to a negative experience such as:

- The mediation process was only carried out because it was ordered by the superior. This led to the fact that the mediation was perceived by the conflict parties as a purely obligatory exercise and not as an opportunity.

- Mediation was used by the conflicting parties as just another 'battleground' for the conflict, and the failure of mediation in each case served as 'definitive proof' of the other party's malice.

- Mediation became the 'conflict about the conflict' (Glasl, 2010, pp. 14-15) and thus further bridges between the conflict parties were torn down.

- Agreements made have not been kept by the conflict parties or have not been implemented as agreed, leading to further disappointment and conflict.

Reasons not conclusive. In the author's opinion, professional institutionalization and positive marketing of the mediation offer can reduce any prejudices and latent mistrust that may exist over time and prevent such negative experiences.

2.6   Chances of a mediation offer

2.6.1   Different mediation offers

According to the author, it can be helpful to give the conflict an appropriate response in each case. Thus, several solution strategies can be applied:

- There is no need to edit the conflict as it takes care of itself such as, there are no events that keep the conflict alive (see example with user/SR).

- A mini-mediation with a time-compressed procedure that can be applied quickly and at short notice. The mini-mediation could help regarding conflicts in a low escalation, e.g., to clarify misunderstandings and to avoid them in the future.

- Pre-mediation to clarify an unclear initial situation and to clarify and, if necessary, prepare a mediation and the mediants. Pre-mediation can also help to interrupt an ongoing escalation until the actual mediation (be it a 6 Phase Mediation or a mini-mediation) begins.

- The complete 6 Phases Mediation

The list is not exhaustive. It seems important to the author that the offer of mediation can be used in a low-threshold way and that it is not connected with disadvantages for the direct and indirect participants (the career, reputation and face of each participant must be preserved at all times).

2.6.2   Benefits and value of mediation services

A mediation offer is associated with costs and the question of the 'Return Of Investment' arises. What are the characteristics of a successful mediation? Can a mediation also fail and will everything then be even worse?

As in chapter 2.3.2 we can approach the questions via two dominant expressions:

- **The 'full success'.** At the end of the mediation there is a future- and resource-oriented mediation agreement. The agreement enables the interests and needs of the parties to be safeguarded to the satisfaction of both sides. Neither party has lost their face; they continue to interact at a common eye level. The tone between the parties is friendly, perhaps even more respectful than before the conflict. In public, the agreement is positively received and recognized as a sign of maturity and seriousness of the partners.

- **The 'full failure'.** The end of mediation is a litigation and even further escalation. Cooperation between the partners is no longer possible and is terminated as soon as possible. The conflict expands between the parts of the respective organization that have not been affected so far. The partner is publicly pilloried and oneself is portrayed as a victim.

Let us now resolve success and failure into the following dimensions:

- **Relationship**
  between the partners, which is either maintained, improved, ends in mutual respect or in chaos

- **Cooperation**
  between partners, which, like the relationship, is maintained, intensifies, is respectfully terminated or ends in chaos

and transfer these dimensions into a quadrant, this figure could be represented as follows:
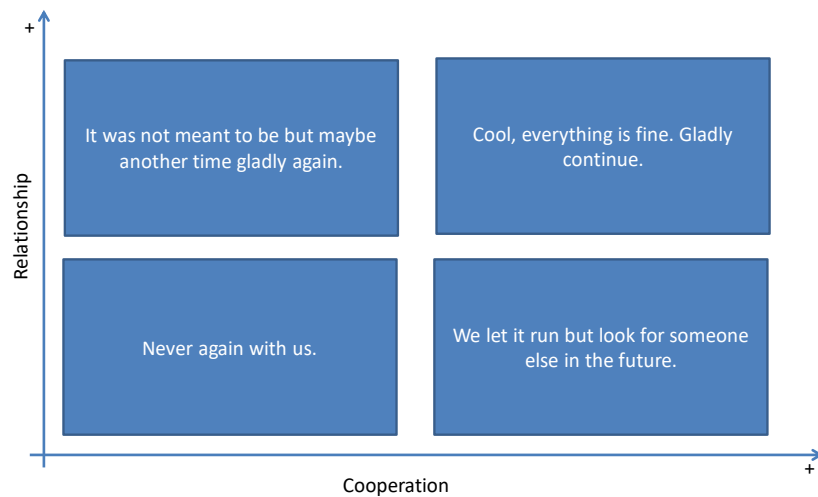
Image 2.10:   Relationship/collaboration quadrant

It can therefore help if, with regard to the 'success' or 'failure' of a mediation, one does not only speak of obvious features such as an implementation on schedule and the formal conclusion of the mediation with a signed mediation agreement. Thus, the fair and respectful resolution of a business relationship may well be considered as a success.

If the escalation continues, in the most fatal case the quadrant below/left, will mean the logically 'guaranteed exit' (in the sense of maximum escalation) from the business relationship and cooperation:
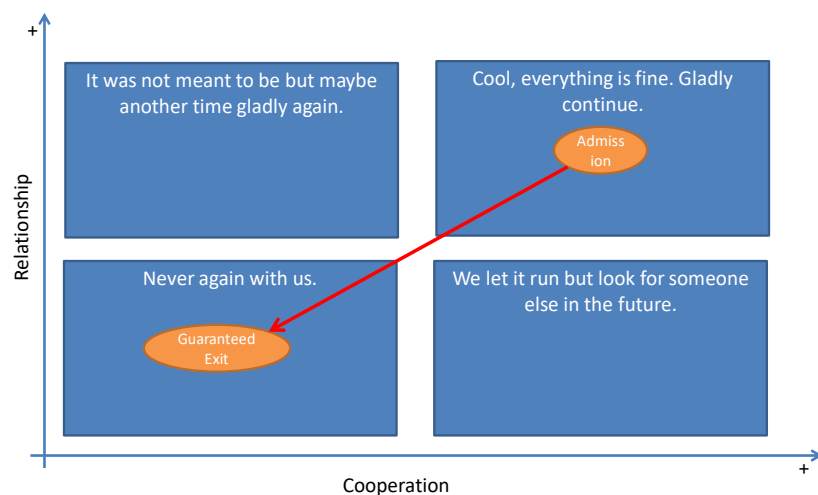
Image 2.11:   Relationship/collaboration quadrant escalation

The 'path' to the exit point will make the parties so hostile that they will hardly ever be able to work together again. This may well have far-reaching consequences. Jobs could be lost, innovations cannot emerge, knowledge is lost, new products are not brought to market, financial resources and advantages in the market are wasted.

Successful mediation might be expected to contribute to maintaining, strengthening, or improving the relationship and collaboration, or to facilitate a respectful termination of the relationship or collaboration:
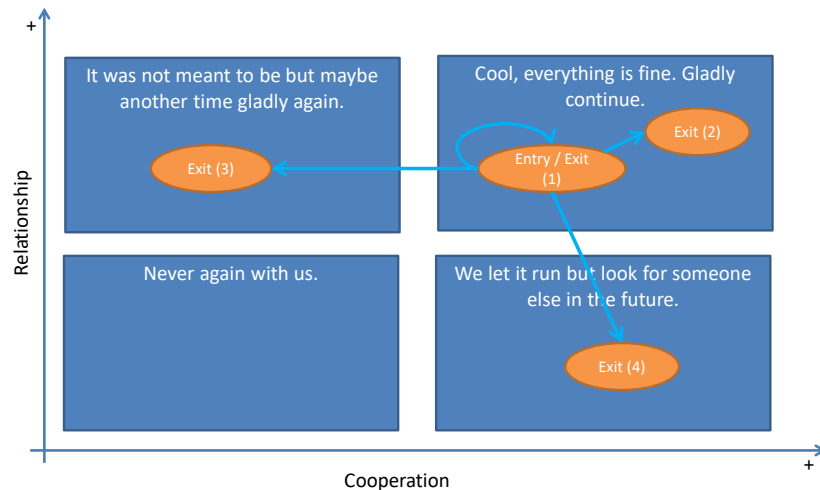
Image 2.12:   Relationship/collaboration quadrant obtained

Exit (1) and (2) would be optimal features of mediation. The position could be maintained or even improved. The exits (3) and (4) leave the door open for the future. New business can develop again (3) or the relationship can be improved again over the time that remains (4).

2.6.3   Example applications of the mediation offer

The aim of the table below is to show the benefit of a mediation offer in the ITILv3 processes with examples. The categorization and conflict description are based on Glasl's conflict categories (Glasl, 2011, p. 233-309).

An attempt is made to align the mediation in such a way that the quadrant above/right from chapter 2.6.2 can be achieved. The examples reflect, in the opinion and experience of the author, a small selection of common conflicts:

Selected ITIL v3 Process	Example of a conflict category	Possible conflict description	Example from the approach of mediation	Benefit (target quadrant top/right)
Strategy generation	Latent & manifest valuation conflicts	Differences arise between what the business needs to fulfill business processes & what IT plans to do. This leads to disgruntlement within management. These disgruntlements	Mediation enables the parties to make visible the interests & needs that lie behind their respective points of view. The insights gained will support the development of the	Uncertainties are clarified. Trust in the other party can be restored. The strategy is jointly supported & not torpedoed. The strategy can be

Selected ITIL v3 Process	Example of a conflict category	Possible conflict description	Example from the approach of mediation	Benefit (target quadrant top/right)
		are partly openly partly covertly acted out. An elusive bad mood & uncertainty about the future is spreading.	joint strategy. The clarity created supports all participants in achieving the goals set.	further developed & implemented.
Service Portfolio Management	Distribution conflicts	Different ideas between the IT departments as to which investments are to be carried out when & how. This leads to delay in offering new IT services or their realization is not coordinated. IT services cannot be consumed because the supporting services are not available.	Mediation enables the parties to make visible the dependencies of the other party, which they take for granted but do not communicate. This enables a common understanding of the dependencies.	Available funds can be used effectively & efficiently. The IT service is available and can be used in time.
Demand Management	Judgment conflicts, affective conflicts	Demand Management was not informed in a timely manner by the business about new capacity requirements (e.g., due to an acquisition). The IT service is overloaded & cannot cover the business process in the required capacity. There is 'finger pointing' between IT and the business with mutual blame for lack of availability.	Mediation can help the parties work out the conflict and put it behind them. A forward-looking agreement can be worked out such as informing Demand Management of a possible acquisition at an early stage but in a confidential manner.	The escalation of the conflict can be interrupted & the conflict can be settled. The process can respond to such requirements in the future.
Financial Management	Evaluation & assessment conflicts	The determination of the licenses & the number of users leads to differences in the billing. Payments are withheld due to delivery or quality problems. The invoices contain items that were not agreed upon. Liquidity problems arise for the IT service provider.	Mediation can help clarify passages in contracts & reach forward-looking agreements in the event of delivery & quality problems.	Financial problems on both sides can be avoided. Recurring billing problems can be avoided.

Table 2.4:   Benefits of Mediation in the ITILv3 Processes

2.6.4   Mediation within and between organizations

The mediation skills, impartiality and neutrality of the mediator are generally understood to be important foundations and guarantees for the implementation of mediation.

But can a mediator, as an employee in the company, be neutral and remain so over time? And can this mediator be used as a valuable resource in conflicts between organizations?

For example, if we have three mediators with exactly the same qualifications and experience (the only difference would be the employment or contract relationship), the following situation may arise:

	Mediator K.	Mediator A.	Mediator E.
Employment	At the customer	At the provider	External (self-employed, agency, etc.)
Payment by	Employer	Employer	Both conflict parties
Conflict within the organization (company, group, corporation, etc.)	Suitable	Suitable	Suitable
Conflict between organizations (companies, groups, corporations, etc.)	Neutrality questionable due to conflict of interest with employer	Neutrality questionable due to conflict of interest with employer	Suitable

Table 2.5:   Internal / External mediators

In the opinion of the author, the mediators K. and A. are basically obliged to represent the interests of their employer. Mediators K. and A. can therefore hardly appear credibly neutral in between organizations. The risk is that regardless of the integrity and credibility of the person a residual suspicion remains (based on the employment relationship of K. and A.).

The author does not believe that the "dogma" of unconditional neutrality must be adhered to in every case. However, it is not helpful if one party, justified or not, expresses reservations against the employment of a mediator.

Depending on the case, these valuable mediative resources can still be shared such as:

	Mediator K.	Mediator A.	Mediator E.
Conflicts within the organization across all levels	All mediation offers	All mediation offers	Supervision, co-mediation
Conflicts between the organizations			
At low escalation level (1-2)	Co-mediation, coaching	Co-mediation, coaching	Supervision
At medium escalation level (2-3)	Pre-Mediation, co-mediation	Pre-Mediation, co-mediation	Mediation

	Mediator K.	Mediator A.	Mediator E.
At high escalation level (4-5)	Pre-mediation, sshuttle mediation	Pre-mediation, shuttle mediation	Mediation
Supplementary	Control of agreements, leading of post-mediation processes, securing of experience	Control of agreements, leading of post-mediation processes, securing of experience	Supervision

Table 2.6:   Internal/external mediators in use

Table as an example. According to the author, further synergies could be achieved if the mediators of the different organizations exchange information on a regular basis, e.g., in order to optimize the mediation offer for benchmarking or conflict detection via a CSI process.

2.6.5 Integration of the mediation offer into an international IT service

When an IT service is offered and consumed internationally, new hurdles arise that must be considered. These hurdles can be:

Hurdle	Description	Possible answer
Language	The parties to the conflict cannot find a common language with which they can assert themselves. It may well be that the persons have sufficient knowledge of foreign languages to be able to move within the service, but that, e.g., the vocabulary is not sufficient to carry out a conflict.	It is important that the mediator can build a bridge, for example, through his or her own language skills or with appropriate offers (e.g., of a translator).
Culture/Distance	The forms of mediation offered do not take into account cultural differences between the parties to the conflict. The parties to the conflict cannot or do not want to meet in person.	The mediator must recognize and take into account interculturally conditioned necessities and bridge them in a 'phase-appropriate' manner. Shuttle mediation, mediation with multiple representatives, or even modern communication technology can help in such cases.
Time zone/Dates	The parties to the conflict are located in different time zones and/or it is difficult to arrange joint meetings.	The mediator can already achieve an initial mediative success here through skillful offers and support of the mediants in finding an appointment. In addition to the personal commitment of the mediator, modern communication technologies can help as well.
Acceptance	The conflict parties do not understand the mediation offer or do not take it seriously.	This is an opportunity for the mediator, not only to explain the mediation but also to draw attention to the possible consequences.

Table 2.7:   Hurdles in international IT service management

Table not exhaustive. The author recommends to accompany the mediation offer, as with the ITILv3 services, with a CSI and to secure the experiences made and to further develop the service.

2.7   Opportunities of mediative skills and resources

2.7.1   Mediative skills and resources

Mediative skills do not only consist of mediation competence and methodological knowledge in the techniques of mediation. Mediative skills reflect a personal attitude such as:

- A deep and fundamental respect and regard for the person regardless of the origin, social status, culture, attitude and religion.

- A personal charisma, life experience and optimism.

- The ability to separate between people and problems, and to have a distance from one's own experiences.

- Like to work with people.

- Seniority of the person in the sense of benevolent support of those involved, having time and not judging.

- To listen, to develop interest and empathy, not to be focused on harmony.

Mediative resources can support and effectively use these skills. These valuable skills can be used with few resources:

- Offers for internal trainings, coaching, and (if necessary) further education in the mentioned methodical knowledge and techniques of mediation.

- Formulate, promote and demand values and attitudes in the company and in dealing with customers and employees (Three F).

- Backing from his superior, e.g., accepting to be given time for mediative activities.

- Possibilities for supervision or referral of a conflict.

Sensitized and trained persons are able to recognize incipient conflicts at an early stage through observation, intuition and empathy. According to the author's observations, such pearls in the company have a de-escalating effect and, over time, become a kind of contact point for conflicts.

2.7.2 Mediative action

Mediative action is situational and can be applied by an uninvolved or involved person at the appropriate occasion. In doing so, he/she uses methods and techniques of mediation and a mediative attitude to clarify a burgeoning conflict. The person can thereby act preventively and anticipate conflicts.

Mediative skills and resources can be applied independently of mediation. The author has often observed individuals in organizations who, without being formally assigned or trained to do so, have been able to 'mediate' conflicts in a natural and respectful way.

Often, according to the author's observation and experiences, the different parties of a conflict turn to these persons on their own accord, and usually informal future-oriented agreements are reached, which are accepted and adhered to.

3 Introduction and application of mediation in ITILv3

3.1 Abstract

According to the author, a mediation offer can be integrated into the existing IT service portfolio as a catalog item with little effort and cost. The mediation offer can be developed evolutionarily and introduced step by step without having to adapt existing processes.

In addition, via the joint CSI, the findings from the mediations can contribute to the improvement of all ITILv3 processes.

There are therefore two areas of use for the mediation service. On the one hand, a conflict within or between the processes can be resolved. On the other hand, the findings of the mediation can be incorporated into all other ITILv3 processes and, for example, have a preventive benefit there.

3.2 Development of a mediation offer in the ITILv3 life cycle

3.2.1 Basic procedure

The author recommends developing the mediation service similar to an IT service, such as van Husen's five phase model (Fähnrich, K.-P. & Husen, C. v., 2008, pp.35-38):
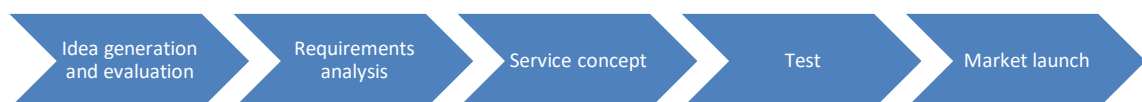
Image 3.1: Five phase model van Husen (Fähnrich, K.-P. & Husen, C. v., 2008, p.35-38).

According to the author's opinion, the mediation offer should be developed in an evolutionary way. This is in order to be able to collect successes with the mediation offer as quickly as possible. Successes have a motivating and confirming effect and are the best guarantee for the acceptance and further development of the mediation offer.

The following sections can serve as an example for the development of a mediation offer according to the five phase model. Unfortunately, a more detailed elaboration of the

different phases is beyond the scope of a technical paper. The author has therefore highlighted what he considers to be important or sensitive points.

3.2.2   Finding ideas for a mediation offer

Special attention should be paid, according to the author, to the fact that the right people of the organization participate in the idea generation from the beginning on. This will give the project the necessary support and credibility.

A stakeholder analysis can help map out the environment and identify these individuals and bring them on board from an early stage on. This increases the acceptance for the development of a mediation offer and the participation of the persons, and strengthens the later introduction and marketing. This stakeholder analysis is also needed for the further phases in the development of the mediation offer.

Furthermore, a mediation offer can quickly raise questions regarding confidentiality, privacy and data protection. This should be taken into account in the stakeholder analysis so that the relevant persons (e.g., data protection officer) are involved from the outset.

3.2.3   Requirement analysis of the mediation offer

The definition of the requirements for the mediation offer are crucial for the further development as well as for the future of the mediation offer. Appropriate discussions and workshops with stakeholders allow to identify, categorize, evaluate and plan requirements (e.g., for the evolutionary development of the mediation offer).

According to the author, the requirements analysis should cover at least the following topics:

- What are the *requirements from the business* for a mediation offer (e.g., use cases, conflicts between internal entities, conflicts between internal entities and suppliers, conflicts between internal entities and customers, ...)?

- What are the *customer* (consumer) *requirements* for a mediation offer (e.g., design, lead times, retrieval, costs, languages, ...)?

- What are the *resource and skill requirements* for providing mediation services (e.g., qualifications, languages, experience, spaces, locations, technical tools, support and supervision...)?

- What are the *requirements for the organization of* the mediation service (e.g., embedding, contracts, guidelines, reports, rapports, quality control, escalation, ...)?

- What are the *requirements regarding funding* (e.g., budget, allocation, cost key, accounting, payment, ...)?

- What are the *requirements regarding personal and data protection* (e.g., confidentiality, access and handling of confidential documents and e-mails, legal implications, disclosure of information during mediation ...)?

The author additionally recommends the inclusion of an experienced mediator or supervisor during the requirements workshops so that questions and uncertainties can be clarified during the elaboration of the requirements.

3.2.4 Conception of the mediation offer

3.2.4.1 Product model of the mediation offer

It would be obvious that the mediation offer can be called up as a catalog item like an IT service from the service portfolio, i.e., as a predefined/agreed service with a service level agreement.

In the author's opinion, it is helpful to offer mediation services for a small number of ITILv3 processes, but across all five ITILv3 lifecycles. This way it is possible to benefit from the mediation experience across all processes. Such an offer could look as follows:

Customer/Supplier	Strategy	Design	Transition	Operation	CSI
Actors	CIO, CFO, Business Relationship Manager, Portfolio & Strategy Manager, Industry & Regulatory Requirements	CTO, PMO, QM, SLM, ISEC, ITSEC, Compliance, Data Privacy, Auditors, Architects	PMO, QM, SLM, IT Operation Teams, IT Infrastructure Teams	User, Supporter	CSI managers, SLM, auditors, architects, process owners.
Presumed maximum escalation level according to Glasl	Fragmentation (Level 8)	Threat Strategy (Level 6)	Loss of face (level 5)	Deeds (Level 3)	Loss of face (level 5)
Recommendation of the leading form of mediation	Mediation	Mini-Mediation	Pre-mediation	Mediative coaching	Pre-mediation
Recommendation for the first mediation offer	Information about the possibilities of mediation and the mediation offer Use cases If possible, benchmarks Study results	Service Level Management Supplier Management	Transition Planning and Support	Request Fulfillment Mediative skills for service desks (training)	Service Reporting

Table 3.1:   Planning of the mediation offer

The leading form of mediation does not exclude any other mediation and is to be understood as a recommendation regarding the least possible effort, cost and effect of mediation.

3.2.4.2 Embedding of the mediation offer

In addition, the following approaches can help to integrate mediation services more easily into IT organizations:

- Mediation should be mentioned in the service contracts as the preferred method of conflict resolution to which the parties commit themselves in case of a conflict and before any further escalation (e.g., going to court). Such a clause increases the acceptance of mediation and facilitates its use in the event of a conflict.

- The basic procedure of the mediation, the cost key, the participants, the place, the lead times, the cycle times etc. should be formulated and become a part of the service contracts. This can, for example, prevent an additional conflict arising over the procedure and cost allocation.

- Mediation should be end-to-end and available to both the customer and the provider. Catalog items should be accessible by all system participants. This promotes and facilitates the use of a mediation offer.

- For medium or larger organizations, an advisory board should be established to be responsible for the mediation offering. The advisory board facilitates the development and promotion of a mediation offering and ensures, among other things, quality assurance and compliance with mediation agreements.

- The mediation agreement should be understood as necessary and should be monitored by an appropriate body or the advisory board, and violations should be referred where necessary.

The mediation offer and its use should be clearly communicated and trained (e.g., as part of user training). It should be clear that there are no consequences or disadvantages from using the mediation service. This encourages the use of the mediation services.

3.2.4.3 Process model of the mediation offer

Following the ITILv3 processes, an initial mediation offer could be structured as follows:

ITILv3 Process	For the mediation offer	Through	Example
Strategy generation	Develops the mediation offering, determines its use, and determines strategic value over time. Prepares for the	IT Board (CIO, GL, ...) Advisory Board, Mediator	Analysis of current 'conflicts'. Set goals, identify current hot-spots, set plan for mediation offer, define actions (e.g., contract amendments).

ITILv3 Process	For the mediation offer	Through	Example
	implementation of the mediation offer. Embedding mediation in the organization.		
Service Portfolio Management	Management and authorization of the mediation offer and mediation items in the portfolio.	Advisory Board, Mediator	Introduction of pre-mediation, mediation coaching and a mediation skills training offering in certain countries. Development of a 6-phase mediation offering in the pipeline.
Demand Management	Analyzes the demand and needs for the mediation offer.	Advisory Board, Mediator	Need for a native English mediator in country A. Determine need for supervision.
Financial Management	Creation of cost model, financing, accounting, billing, control.	IT Board (CIO, GL, ...), Advisory Board	Case fee per mediation, contract with supervision.
Service Catalogue Management	Describes and maintains mediation items in the service catalog.	Service Catalog Manager, Advisory Board	Detailed description of mediation items, costs, billing, retrieval process, lead times. Notes on confidentiality, non-disclosure, ...
Service Level Management	Elaboration of SLA, control of service quality, measure and improve, report, develop and maintain customer relations, feedback.	Mediator, Advisory Board	In this example, the mediator leads the service, provides it or hires external mediators.
Capacity Management	Set and monitor mediation capacity requirements.	In the context of mediation, capacity management can be merged with demand management.	On average, it is assumed that 80h per month are used for mediations. The remaining hours are used for service development, internal training, education and supervision.
Availability Management	Establish and monitor requirements for availability of mediation items.	In the context of mediation, Availability Management can be merged with Demand Management	All mediation articles are available 5x8 during regular business hours with a guaranteed first response time of 4h.
IT Service Continuity Management	Supports the recovery of business-critical services in severe exceptional situations.	Mediator, Advisory Board	Is rather unlikely to play a role in the mediation offer, but a mediator could be supportive, for example, in a conflict case with a demonstration.
Information Security Management	Create and maintain an information security policy. Monitor, review and improve policy. Plans and conducts security audits.	CIO Organization, Security Manager, Advisory Board	It is essential to ensure the confidentiality and secrecy of the mediation and the mediation agreement. There is little point in the mediation being recorded in SharePoint and indexed by an internal search engine.
Supplier Management	Identify requirements. Assess and select internal/external mediators, supervisors, other experts and consultants. Management of contracts.	CIO Organization, Advisory Board	Evaluation, selection of applicants, supervisors, external consultants / lawyers. Engagement, contracts, billing control and security policies.
Knowledge	Develop the strategy to	Mediator,	Anonymized reports to safeguard

ITILv3 Process	For the mediation offer	Through	Example
Management	identify, capture and maintain knowledge / experience. Transfer of knowledge, develop and maintain a knowledge database.	Advisory Board, other organizations	experience in mediations. Development of key figures (e.g., mediation duration). Networking, contacts, experts, literature and relevant web sites.
Change Management	Modification of the mediation offer (article).	CIO, Advisory Board	Evaluate, approve, plan and coordinate proposals for changes to the mediation offer.
Service Asset & Configuration Management	Identification and determination of the resources needed or used for mediation.	Mediator	Not used in this example.
Release & Deployment Management	Planning the introduction of a new mediation offer or new mediation articles. Implementation support and control.		In this example, Release & Deployment Management has been merged with Transition Planning & Support.
Evaluation	Evaluation of a change in the mediation offer.	CIO, Advisory Board	In this example as a task from change management.
Service Validation & Testing	Planning and execution of tests. Evaluation of test results, deviations.		In this example, Service Validation & Testing was merged with Transition Planning & Support.
Transition Planning & Support	Planning and successful introduction of a new or modified mediation service. Induction of new mediators. Advising or supporting the groups and individuals involved. Monitoring activities.	Mediator, Advisory Board / Supervision	Accompanying a new mediation offer with supervision. Carrying out test mediations with posed problems, use of tools (e.g., video conference).
Problem management	Recognize recurring mediation patterns and solve the cause as far as possible.	Mediator	Permanently resolve recurring conflict between two parties by proposing a change from the process.
Incident Management	Unscheduled request for mediation with a high priority.	Mediator, Advisory Board	Emergency response to an internal incident.
Event Management	Monitoring and notification in case of conflict emergence or escalation.	Tools, trained staff, mediator	
Request Fulfillment	Retrieval from the mediation article, authorization, fulfillment and completion of the request.	Mediator	Triage with the orderer/customer, planning of mediation.
Access Management	Ensuring access to the mediation data. Monitoring rights and access.	CIO, Advisory Board	Authorize access to mediation database with reports, metrics, contracts.
7 Step Improvement Process	Continuous improvement of the mediation offer.	CIO, Advisory Board, Mediator	
Service Reporting	Collecting and preparing relevant data. Creation of presentations tailored to the target group.	Mediator	
Service	Set up from framework to	Tools, Mediator	

ITILv3 Process	For the mediation offer	Through	Example
Measurement	measurement. Establish measurement and reporting levels. Define what is to be measured, targets.		

Table 3.2:   ITILv3 processes of mediation

3.2.4.4 Resource concept for the mediation offer

According to the author's opinion the development of the mediation offer as well as the quality assurance and responsibility should remain internal and appropriate resources should be planned for it.

The actual mediation work, as opposed to hiring internal mediators, can be outsourced in the opinion of the author. This can be of interest especially during the initial phase or for a global mediation offer since less personnel costs are incurred and thus the entry hurdle for the provision of the mediation offer is reduced.

The author recommends identifying the opportunities and risks of such an outsourcing according to the mediation offer, e.g., with a SWOT analysis:

SWOT: Outsourcing of mediation work from an institutionalized mediation service to local partners	
Strengths	**Weaknesses**
• The different ways of working of the local partners are unified by the standardized mediation offer and ensure a consistent experience • Uniform quality assurance and controls ensure consistent mediation quality	• Mediation of the mediation offer as well as our internal policy and guidelines to local partners • Control local costs such as expense reports, ancillary costs such as space and resources. • Globally uniform and comparable key figures of the mediation offer
Opportunities	**Risks**
• Global coverage of mediation services through local partners • Flexible capacities • Consideration of local customs and rules of conduct • Native language and idiom skills • Time zone support	• Local legal secrecy, data and privacy protection requirements not in line with our minimum internal specifications • Misuse of the data such as publication, blackmail, espionage • The local partner has a conflict of interest with a conflicting party (e.g., one of our suppliers) that we are not aware of

Table 3.3:   SWOT outsourcing mediation work

Table cannot be concluded. The necessary strategic measures can then be derived from the analysis.

The author recommends that if mediation work is outsourced to local partners, a supervisor, whether internal or external, be assigned to provide support to mediation partners (e.g., triage) and quality assurance.

3.2.5 Test of the mediation offer

The author believes that a test of the mediation offer can be carried out on the defined processes and the mediation work.

A test of mediation work can be done, according to the author, through an already completed case or a 'simple' first case in the sense of a pilot.

In the author's opinion, it is recommended to accompany the test by a supervisor or to have it re-enacted by a supervisor and to let the experience gained flow back into the mediation offer (first CSI).

3.2.6 Introduction of the mediation offer

According to the author, the first experiences with the mediation offer are crucial for its further development.

A phased introduction of the mediation service will give participants time and opportunity to learn from experience and to improve and develop the mediation service through the CSI.

If the experience of the first mediation is not convincing and, moreover, takes place at the management level, this has a different effect than if it is a 'simpler' conflict but can already be chalked up as a success experience ("low hanging fruit").

The author therefore recommends, with regard to the possible impact on the future, that special care be taken in the selection and implementation of the first mediations.

3.3   Implementation of mediation
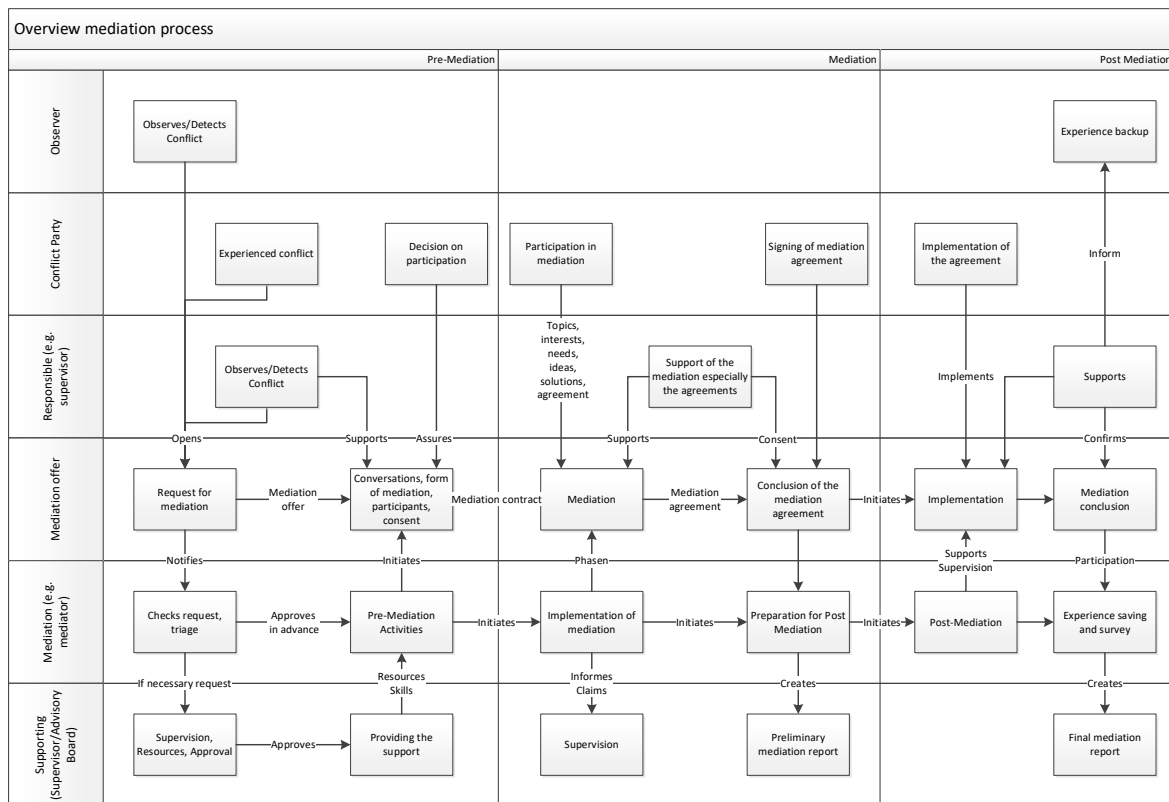
3.3.1   Process at a glance

Image 3.2:   Possible mediation process in overview

A possible mediation process in the phases:

- **Pre-mediation** for admission, clarification, form of mediation, approval (where necessary) and preparation of mediation contract.

- **Mediation** for the implementation of the chosen form of mediation and the possible conclusion of a mediation agreement.

- **Post-mediation** to support (and control) the implementation of the mediation agreement.

The termination of mediation and escalations etc. have not been explicitly taken into account. For reasons of space, activities and artifacts have not been separated in the diagram.

3.3.2 Mediation retrieval

As already mentioned, mediation should be offered and retrieved in a low-threshold manner. The retrieval of a mediation should not allow any conclusions to be drawn about the conflict parties or about the conflict.

The author recommends that a supervisor be included in the resolution group for support from the mediator and quality assurance. The assigned mediator can perform an initial triage and, if necessary, with the support of the supervisor, conduct an initial interview with the caller to determine how to proceed and to determine the appropriate form of mediation.

3.3.3 Initiation and implementation of mediation

The author assumes that certain types of mediations and/or a number of mediations have been pre-approved and that it is within the mediator's or supervisor's competence and responsibility to initiate, plan, conduct and supervise the mediation.

If the budget is exhausted, the upcoming mediation is extensive, public, with authorities or needs further support (e.g., by lawyers and experts), it should be possible for the mediator to call an appropriate advisory board, which supports the mediator in the release of costs, mediation of experts etc.

3.3.4 Conclusion / termination of the mediation

The author assumes that it is within the competence of the mediator to formally conclude or, if necessary, terminate an ongoing mediation. However, the author recommends that in defined mediations, such as those with public authorities, the mediator should call the advisory board or the supervisor.

3.4   Quality assurance for mediation

3.4.1 Post-mediation

The author recommends using post-mediation activities also as a means of sustainability and quality assurance. In addition to accompanying the mediators in the implementation of the agreement, the mediator can perform other activities such as:

- Create, add and update data for the CSI (e.g., reports, statistics).
- Prepare and conduct closing surveys.

- Save experience in reports (Knowledge Database).

- Customize and update training programs.

- Prepare and present presentations and reports for the Advisory Board.

- Carry out consultation with the supervision.

The list is not exhaustive. It should include meaningful activities that equally support the mediants in the implementation of the agreement and enable the improvement of the mediation service.

3.4.2 Supervision of the mediation offer

In the author's opinion, care should be taken to institutionalize either an advisory board (e.g., an Advisory Board for Mediation) or supervision with the mediation service.

An "Advisory Board for Mediation or Supervision" should, at a minimum, perform the following duties and possess the following competencies:

- It is the owner of the mediation concept, mediation offer, processes and is responsible for their design, budget and offer.

- It defines the organization. Evaluates and hires the mediator and is the contact person for personnel issues.

- It supports the mediator in the fulfillment of the mediation offer, with supervision and appropriate training.

- It ensures that the mediation offer is further developed.

- It commissions external mediators or supervision as needed.

- It decides on mediations and terminations not approved in advance.

- It conducts the CSI process. Analyzes and prepares reports. Ensures that findings and experiences from the mediations are secured and can be incorporated into other processes.

- Represents and presents the mediation proposal to management

The list is not exhaustive and may include other activities, as needed, to support and further develop the mediation services.

3.4.3   CSI for the mediation offer

The ITILv3 CSI consists of a total of seven steps that are repeated throughout the service lifecycle. The author proposes to apply these seven steps also for the mediation service as follows:

ITILv3 CSI step	CSI proposal for the mediation offer
1 Define what is to be measured	Requirements and needs of the 'Service Strategy' should be incorporated here as updated criteria.
	The author's assumption is that there is minimal data that needs to be collected in order to collect the ITILv3 defined metrics of technology, process and service and use them to improve the service and management processes.
	The "technology metrics" could be aligned with the tools used e.g., communication offers and ordering system.
	The "process metrics" e.g., on lead times and process compliance.
	The "service metrics" on qualitative and quantitative aspects of mediation.
2 Define what can be measured	Number of types of mediation offered.
	Number of mediations called.
	Number of mediations carried out.
	Number of aborted mediations.
	Types of mediations called (e.g., mediation, coaching, pre-mediation, mini-mediation).
	Information about the caller (e.g., business unit, country, internal/external employee, involved/observed).
	Information about the conflict parties (e.g., internal/external employees, groups, organizations, authorities).
	Information about the duration of mediation.
	Information about the result of mediation.
	Information about the result of post-mediation.
	Survey/feedback from the mediants.
	Survey/feedback from indirectly involved persons (where possible e.g., customers, external employees, consultants, consulting/auditing firms).
	Survey / feedback from people directly involved (where possible e.g., supervisors, team leaders).
3 Collecting the data	Raw data can be extracted from existing tools (e.g., ticketing, service request forms, etc.).
	The raw data can be extracted from the mediation reports.
	The raw data can be extracted from completion surveys.
	Note: The entire process of data collection, analysis and evaluation must ensure the agreed confidentiality at all times. Care must be taken to ensure that appropriate agreements have been understood and signed by those performing the work.
4 Processing the data	The raw data must be processed and transformed into analyzable data.
	The preparation of the raw data should be done in a transparent process, so that the most objective and factual analysis is possible (e.g., the steps for transformations and consolidation of the raw data by authorized third parties should be traceable).
5 Analyzing the data	The data now available must be transformed into information.
	According to the author, the transformation should be accompanied by an external supervisor as far as possible, so that critical questions and different perspectives can flow in (avoidance of blind spots and reflections).
6 Present and apply the	The information now available should be prepared in presentations to the extent that it can be

ITILv3 CSI step	CSI proposal for the mediation offer
information	presented in a manner appropriate to the target group.
	The author proposes to provide at least one anonymized version of the presentation to all system participants (incl. external employees / system participants).
7 Performing corrective actions	The findings from the analysis and presentation of the information should go back into the strategy in open discussions and from there flow back into all ITILv3 processes.

Table 3.4:   CIS for the mediation offer

The list is not exhaustive. Activities and actions within the seven CSI steps should be continually reviewed and adjusted.

The author recommends starting with as lean a CSI as possible (i.e., with few measurement points and reports) and developing it evolutionarily along with the mediation offering.

3.5   Further development of the mediation offer

Once the mediation service has been established, it can be expanded into different areas over time, according to the author, for example:

- Conflicts between the organization and the authorities, if they are related to IT services.

- Conflicts between the organization and industry associations, if they are related to IT services.

The list is not exhaustive. The mediative resources and skills that are established over time can therefore be used in a variety of ways.

3.6   Exit from mediation offer

If it turns out that the mediation offer was not used or that the hoped-for effect did not unfold, the initiative and the offer should, in the opinion of the author, be critically questioned and the experiences should be secured before the mediation offer is withdrawn.

The author recommends the following considerations to be made at the conclusion of the mediation offer:

- How can the reasons that led to the termination of the mediation offer be saved so that they can be used in case of a possible resumption of the mediation offer?

- How can the experiences and findings be secured so that they can be used in the event of a possible resumption of the mediation offer?

- How can the experience and knowledge gained be secured in an appropriate way to be incorporated into the existing processes?

- How can the termination of the mediation offer be communicated so that a later resumption would be possible?

- How can the established organization and the work of the people involved be concluded in an appreciative manner?

- Are there any mediations ongoing and can they be completed with your own resources?

- Would an outside mediation service be a viable alternative?

The list is not exhaustive. In the opinion of the author, it may well be that at a later point in time a mediation offer could make sense again and it would be regrettable if the doors are 'slammed shut' to such an extent that they could no longer be opened.

4 Closing words

The author is convinced that 'institutionalized mediation' will find a permanent place in IT services. According to the author, it is a matter of time until conflicts and conflict resolution strategies will find their way into the ITIL framework and mediation is the means of choice.

For the author, it is alarming how many resources are wasted with years and years of increasingly spiteful disputes. It is always amazing for the author to see how little needs and interests are discussed behind viewpoints, how quickly misunderstandings become entrenched, and how unrestrained and without any consideration for organization and person escalation can takes place.

This technical paper can only start to show the potential that can be developed with a mediation offer. The author hopes that the thesis will serve as a stimulus and provide a contribution or an impetus for the introduction of mediation in IT services.

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List of abbreviations

CCTA	Central Computing and Telecommunications Agency
CFO	Chief Financial Officer
CIO	Chief Information Officer
CO	Cabinet Office
COBIT	Control Objectives for Information and Related Technology
CSI	Continuous Service Improvement
GITMM	Government Information Technology Management Method
HSG	University of St. Gallen
IEC	International Electrotechnical Commission
ISEC	Information Security
ISO	International Organization for Standardization
IT	Information technology
ITIL	IT Infrastructure Library
ITSEC	Information Technology Security
ITSM	IT Service Management
LAN	Local Area Network
PMO	Project Management Office
QM	Quality Manager
SLM	Service Level Management
WAN	Wide Area Network
WLAN	Wireless Local Area Network
WWAN	Wireless Wide Area Network

Image directory

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Bibliography

Bandler, R. & Grinder, J. (2010). Reframing: Neural linguistic programming and the transformation of meaning (9th ed.). Paderborn: Junfermann.

Berger, W. (2002). Business reframing: success through resonance (3rd ed.). Wiesbaden: Gabler.

Cabinet Office. ITIL® - Intellectual Property Rights. Retrieved from http://www.itil-officialsite.com/IntellectualPropertyRights/IntellectualPropertyRights.aspx

Cabinet Office. (2007). Continual service improvement : service operation ; service strategy ; service transition. London: TSO.

Cabinet Office. (2007). Service design: continual service improvement ; service operation ; service strategy ; service transition. London: TSO.

Cabinet Office. (2007). Service Operation. London: TSO.

Cabinet Office. (2007). Service strategy: Continual service improvement ; Service operation ; Service strategy ; Service transition. London: TSO.

Cabinet Office. (2007). Service transition: continual service improvement ; service operation ; service strategy ; service transition. London: TSO.

Diez, H. (2005). Workshop book on mediation. Cologne, Köln: Centrale für Mediation; Dr. Otto Schmidt Verlag.

Dörner, D. (2003). The logic of failure: strategic thinking in complex situations. Reinbek bei Hamburg: Rowohlt-Taschenbuch-Verl.

Fähnrich, K.-P. & Husen, C. v. (2008). Development of IT-based services: Co-design of software and services with ServCASE. Heidelberg: Physica-Verl.

Glasl, F. (2007). Conflict, crisis, catharsis, and the transformation of the double (1st ed.). Stuttgart: Verl. Freies Geistesleben.

Glasl, F. (2008). Self-help in conflicts: Concepts - exercises - practical methods (5th ed.). Stuttgart [et al:] Verl. Freies Geistesleben [u.a.].

Glasl, F. (2010). Conflict capacity instead of belligerence or conflict aversion. Dornach: Verl. am Goetheanum.

Glasl, F. (2011). Conflict management: A handbook for managers, consultants, and advisors (10th ed.). Bern [et al:] Haupt [et al.]

Hinz, W. (2007). Process-oriented leadership: Managing crises : acting based on interests ; principles, methods, experiences. Munich: Hanser.

KPMG AG Wirtschaftsprüfung Steuerberatung. (2009). KPMG - Press - KPMG study: Conflicts in companies cause high costs. Retrieved from http://www.kpmg.de/Presse/14276.htm

Prior, M. (2011). MiniMax interventions: 15 minimal interventions with maximum impact (9th ed.). Heidelberg: Carl-Auer-Verl.

Senge, P. M. & Klostermann, M. (2008). The fifth discipline: art and practice of the learning organization. Stuttgart: Schäffer-Poeschel.

Seufert, A. & Oehler, K. (2009). Fundamentals of business intelligence (1st ed.). Stuttgart, Berlin: Steinbeis-Ed.

Simon, F. B. & Rech-Simon, C. (2009). Circular questioning: systemic therapy in case studies: a learning book (8th ed.). Heidelberg: Carl-Auer-Verl.

Watzke, E. (2008). "Probably this story has nothing to do with you ...": stories, metaphors, sayings and aphorisms in mediation. Mönchengladbach: Forum-Verl. Godesberg.

Watzlawick, P. (2005). Guide to being unhappy ;: Of the bad of the good ; Two bestsellers in one volume. Munich ;, Zurich: Piper.

Watzlawick, P. (2008). Invented reality: how do we know what we think we know ; contributions to constructivism (4th ed.). Munich [et al:] Piper.

Watzlawick, P., Bavelas, J. B. & Jackson, D. D. (2011). Human communication: forms, disorders, paradoxes (12th ed.). Bern: Huber.

Wikipedia. (2013). best practice. Retrieved from http://de.wikipedia.org/w/index.php?oldid=1141