



Headquarters
Washington, DC 20546-0001

AGREEMENT TO MEDIATE

This agreement concerns the EEO Complaint of _____, NASA Docket No. _____. The parties signing below agree to engage in mediation in good faith to explore issues and options in an attempt to resolve matters in dispute. The parties agree to the following:

Mediation is voluntary and may be ended at any time by any party or the mediator(s).

The parties understand that the mediator(s) will not: decide anything; give legal or other professional advice; act as advocates for any party; or promote any particular outcome. The role of the mediator(s) is to listen; help the parties clarify their issues, interests, and concerns; and generally facilitate the parties' negotiations.

The parties understand that mediation is a confidential process, except as specifically provided in or waived in writing under applicable laws, and matters disclosed in mediation cannot be used as evidence in any subsequent administrative or judicial proceeding (except as such matters may be otherwise discoverable). The parties specifically agree that such confidentiality extends to their joint meetings as well as their private meetings with the mediator(s). In addition, until reduced in writing and signed by all parties, all terms of any offers, options, and agreements made in connection with the mediation are deemed *nonbinding proposals* and are confidential. A written agreement reached through mediation and signed by all parties will not be confidential, unless the parties specifically agree otherwise in writing. Confidentiality is not available and is waived by everyone signing below as to: threats of imminent harm or incidents of violence occurring during mediation, criminal acts or plans to commit criminal acts, and fraud.

The mediator(s) will not voluntarily testify on behalf of any party. The parties agree not to subpoena mediator(s) or the mediator(s) records. The parties understand that the mediator(s) destroy their notes after the mediation and that any documents submitted to the mediator(s) by any party are returned to the submitting party or destroyed. The parties agree that the mediator(s) will not be held liable for any claim arising from the mediation process. Where required by the court or administrative body referring the dispute to mediation, the mediator(s) may submit a report to that court or administrative body, but the report will contain only information as to: whether the parties attended mediation, whether mediation has ended, and whether an agreement resolving the dispute was reached or not.

If a settlement is reached, the agreement shall be reduced to writing and when signed shall be binding upon the parties. If a settlement is not reached, the matter in dispute will proceed as if mediation had not occurred.

Since the parties are negotiating concerning matters that affect their legal rights, the parties have the right and opportunity to consult with legal counsel at any time and are encouraged to do so.

Signature

Date

Signature

Date

Signature

Date

Signature

Date

(Signature and date for all persons attending the mediation are required)