



Headquarters
Washington, DC 20546-0001

SETTLEMENT AGREEMENT (FORMAL STAGE)

In the matter of _____

NASA Docket Number _____ (list informal and formal complaints and other agencies' docket numbers if global settlement.)

1. This Settlement Agreement (hereinafter "Agreement") is entered into by and between _____ (hereinafter "Complainant") and National Aeronautics and Space Administration (hereinafter "Agency" or "NASA") to make full and final settlement of the matters raised in Complainant's Equal Employment Opportunity (EEO) complaint (case numbers _____) against the Agency.

2. In order to resolve the matters in dispute without further administrative processes, litigation, expense, and delay, the Complainant and the Agency agree as follows.

Spell out terms of agreement.

Insert OWPBA language in cases in which age discrimination has been alleged.

3. By executing this Agreement, Complainant agrees to withdraw his/her EEO complaint No _____ and any and all other pending complaints (set forth with specificity: case numbers _____) involving his/her employment with the Agency. In addition, he/she also waives any and all rights to file complaints with, or appeals to, the Equal Employment Opportunity Commission, the Merit Systems Protection Board, the negotiated grievance process or other administrative fora, and civil litigation arising out of matters or events prior to the execution of this Agreement.

4. This Agreement shall not constitute an admission of liability or fault on the part of the Agency or its officers or employees. By withdrawing his/her complaint(s), the Complainant does not concede or admit that his/her allegations of discrimination were without merit.

5. This Agreement may be used as evidence in a subsequent proceeding in which either of the parties allege a material breach of this Agreement.

6. By executing this Agreement, Complainant acknowledges that he/she has entered into this Agreement voluntarily and that the Agency has not imposed any undue hardship, duress, or coercion in connection with the execution of this document.

7. This Agreement represents and expresses the entire agreement between the Agency and the Complainant resolving the above-cited complaint(s) and fully supersedes any and all prior agreements or understandings between the parties pertaining to the subject matter hereof. If other promises, oral or written, have been made, they are not binding. This document cannot be Form D.4

altered, modified, withdrawn, rescinded, or supplemented in any manner after the date on which it becomes effective unless mutually agreed in writing by all parties.

8. This Agreement shall be binding upon the Complainant, as well as the Complainant's heirs, assigns, representatives, proxies, guardians, or any other person or entity acting on behalf of, or at the behest of the Complainant's heirs, assigns, representatives, proxies, or guardians.

9. The Complainant expressly agrees not to use this Agreement and not to permit any other person to use this Agreement in any judicial or administrative proceeding as evidence of or to attempt to prove the existence of discrimination/reprisal or other adverse action or prohibited personnel practice. Nothing in this Agreement, however, shall prevent either party from pursuing the remedies set forth in 29 CFR § 1614.504.

10. If the Complainant believes that the Agency has not complied with the terms of this Agreement, he/she may request that the terms be specifically implemented, or alternatively, that the complaint be reinstated for further processing at the point processing closed, in accordance with the procedures set forth in 29 CFR § 1614.504. Any such request must be made within thirty (30) days of the date the Complainant knew or should have known of the noncompliance and must be forwarded to the ASSISTANT ADMINISTRATOR FOR THE OFFICE OF DIVERSITY AND EQUAL OPPORTUNITY, NASA HEADQUARTERS, WASHINGTON, DC 20546 with an explanation as to why he/she believes that the Agreement has not been carried out.

11. Each of the respective rights and obligations of the parties hereunder shall be deemed independent and may be enforced independently, irrespective of any other rights and obligations set forth herein.

12. The parties agree that any signatures affixed to this Agreement via photocopy or facsimile are valid and enforceable as substitutes for original signatures.

13. In witness whereof, the Complainant hereby executes this Agreement, acknowledging that its terms and conditions have been fully understood and that an adequate period of time has been afforded to allow consideration of said terms and conditions.

Complainant

Date

Complainant Representative

Date

NASA Settlement Official

Date

***Note:** While this agreement has been reviewed and approved by the Office of General Counsel, Center staff should seek Chief Counsel's approval of the contents of particular Settlement Agreements to assure the documents are sufficient to deal with Center needs and the particulars of a given case.*