



Federal Communications Commission
Office of Workplace Diversity

AGREEMENT TO MEDIATE

Mediation No.:

Employee:

Responsible Management Official(s):

This is an agreement by the parties to participate in a mediation involving [employee] and the FCC in the above referenced complaint. The parties understand that mediation is a voluntary process, which may be terminated by the employee at any time.

The parties and, if they desire, their representatives and/or attorneys, are invited to attend a mediation session. No one else may attend without the permission of the parties and the consent of the mediators.

The mediators do not function as the representative of either party. However, the mediators may assist the parties in crafting a settlement agreement.

The parties acknowledge that the mediators have the discretion to terminate the mediation at any time if an impasse occurs or the mediators deem the case inappropriate for mediation.

The parties recognize that mediation is a confidential process and agree to abide by the terms of the attached Confidentiality Agreement.

The parties acknowledge that if a settlement is reached as a result of the mediation, the assigned mediators are required to provide the Special Counsel for ADR with the written terms of settlement for final disposition and signature. The individual terms of the agreement will not be disclosed, except as required to obtain agency approval.

_____	_____	_____	_____
Employee	Date	For FCC	Date

_____	_____	_____	_____
Employee's Representative	Date	For FCC	Date

_____	_____
For FCC	Date

_____	_____
Lead Mediator	Date

_____	_____
Co-Mediator	Date



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CONFIDENTIALITY AGREEMENT

Mediation No.:

1. The parties agree to participate voluntarily in mediation in an effort to resolve the above- referenced dispute.
2. The parties agree that all matters discussed during the mediation are confidential, unless otherwise discoverable, and cannot be used as evidence in any subsequent administrative or judicial proceeding. Confidentiality, however, will not extend to threats of imminent physical harm or incidents of actual violence that occur during the mediation, or information indicating a potential or existing fraud, safety or security issue at any facility.
3. Any communications between the ADR Manager and the mediators and/or the parties are considered dispute resolution communications with a neutral and will be kept confidential. Additionally, confidential settlement discussions are not discoverable or admissible for any purpose in any legal or administrative proceeding. However, evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its disclosure or use during the mediation session.
4. The parties agree not to subpoena the mediators or compel the mediators to produce any documents provided by a party in any pending or future administrative or judicial proceeding. The mediators will not voluntarily testify on behalf of a party in any pending or future administrative or judicial proceeding. The parties further agree that the mediators will be held harmless for any claim arising from the mediation process.
5. Mediation sessions will not be tape-recorded or transcribed by the FCC, the mediators or any of the participants. All information or materials provided to or created by the mediators including all notes, records, or documents generated during the course of the mediation shall be destroyed by the mediators after the conclusion of the mediation session. Parties or their representatives are not prohibited from retaining their own notes. However, the FCC will not maintain any such notes or records as part of its record keeping procedures.
6. The FCC may disclose the terms or the bases of any proposed settlement agreement to FCC employees who have a need to know to approve and process the agreement. If a settlement is reached by the parties, the agreement shall be reduced to writing and when signed shall be binding upon the parties to the agreement. If the dispute is not resolved through mediation, it is understood by the parties that the employee has the right to pursue his rights under the formal dispute resolution processes, as appropriate.