

## MERIT SYSTEMS PROTECTION BOARD AGREEMENT TO MEDIATE

Case Name:

MSPB Docket Number:

**AGREEMENT TO MEDIATE:** The undersigned agree to engage in mediation in an effort to resolve issues raised before the Merit Systems Protection Board.

1. **STATEMENT AS TO VOLUNTARINESS:** The parties understand that mediation is voluntary and may be terminated at any time.
2. **AGREEMENT AS TO TIMELINESS:** The parties recognize that mediation is intended to be an expeditious process which should normally be completed within 30 days of the signing of this Agreement. The parties therefore agree to make themselves available to mediate the case and conclude the process and any settlement agreement without delay. Although the Board cannot guarantee that the mediation will occur as the parties request, to facilitate this process, the parties provide the following information:

Dates within the next 45 days when each will be available for the mediation:

Appellant & Representative

Agency Representative and Settlement Authority

Anticipated location for mediation (city and state, specific location if known, or whether the parties prefer a telephonic or video mediation). Please note that in-person mediations are held only in the continental US:

3. **NEUTRALITY OF MSPB MEDIATORS:** The parties understand that the mediator has no authority to decide the case and is not acting as an advocate or attorney for any party.
4. **ROLE OF MEDIATOR AS FACILITATOR:** The parties understand that the mediator acts as a facilitator to help the parties reach their own settlement on mutually acceptable terms.
5. **RIGHT TO REPRESENTATION:** The parties understand that they have a right to have a representative assist them during the mediation process.
6. **AGREEMENT NOT TO SUBPOENA AND NON-DISCLOSURE:** The parties agree not to subpoena the mediator, any observer, or any documents prepared by or submitted to the mediator. The mediator will not voluntarily testify on behalf of any party, disclose communications of the parties, or submit any type of report in connection with the merits of this mediation. The mediator's non-disclosure will not extend to violations of the law for which confidentiality cannot be assured.
7. **AGREEMENT AS TO CONFIDENTIALITY DURING MEDIATION SESSION:** The parties agree to keep confidential statements made by the parties during the mediation session. The parties

will not voluntarily testify or disclose communications made by the parties during the joint sessions of the mediation. The parties' non-disclosure will not extend to violations of the law for which confidentiality cannot be assured.

8. **EXTENT OF LEGAL OBLIGATIONS OF PARTIES:** No party shall be bound by anything said or done at the mediation unless a written settlement is reached and executed by all necessary parties. If a settlement is reached, the agreement shall be reduced to writing and, when signed and approved by the appropriate authorities for all parties, shall be binding upon all parties to the agreement.
9. **AGREEMENT AS TO SETTLEMENT AGREEMENT AND ENFORCEMENT OF TERMS:** The parties fully understand, acknowledge, and agree that in the event that a fully executed settlement agreement is reached as a result of this mediation, they may request that the Board enter the settlement agreement into the record for purposes of future enforcement. The Board's requirements for entry of a settlement into the record must be met before the agreement can be accepted.
10. **AGREEMENT AS TO NON-RECORDATION OF MEDIATION SESSION:** The parties agree that this mediation session will not be video taped or recorded and no transcript will be produced of the mediation session.
11. **ACKNOWLEDGMENT, UNDERSTANDING, AND AGREEMENT:** By agreement below, we acknowledge that we have read, understand, and agree to this Mediation Agreement.

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**Appellant**

**Date**

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**Appellant's Representative**

**Date**

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**Agency Representative**

**Date**

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**Agency Official**

**Date**

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**Mediator**

**Date**