

_____ (individually referred to as a “Party” and collectively as the “Parties”). The Parties have agreed to engage in mediation with the following understandings and expectations.

1. I understand that mediation is voluntary and that I may withdraw at any time for any reason.
2. I understand that mediation does not extend, suspend or alter the filing requirements of any type of complaint at DOE, other government agency or court. Mediation does NOT forestall established timeframes within the EEO or grievance process, nor does it constitute legal notice to DOE or official notice to initiate those processes.
3. I agree to engage in mediation in good faith. The mediation process is expected to end within 30 days after a mediator has been assigned. The mediation session is expected to be no longer than one day except for unusual circumstances with the mutual agreement of both parties.
4. I understand that the mediator’s role is to assist the Parties in reaching a resolution, that (s)he has no authority to decide the outcome of the mediation, and that (s)he will not act as an advocate for either Party.
5. I understand that the mediator will not provide either legal advice or representation to either Party. I understand that I may consult with legal counsel anytime during the mediation or prior to signing any agreements if I choose to do so.
6. During the mediation, I understand that the mediator will typically conduct a face-to-face session with both Parties in attendance. Each Party will have the opportunity to summarize their position and is expected to be willing to consider (but not necessarily agree with) the other Party’s contention(s). During the mediation session, the mediator, as he or she deems appropriate, may meet separately with each Party to facilitate communication between the Parties.
7. I understand that mediation is a confidential process and that the mediator is prohibited from discussing the mediation proceedings, testifying on anyone’s behalf concerning the mediation, or submitting any report on the substance of the discussions. Each Party understands that there are a few exceptions to mediator confidentiality which the mediator will explain further if any participant requests; these exceptions include

instances such as where someone expresses an intent to commit violence or where a court orders disclosure to prevent an injustice.

8. If I sign a settle agreement resolving our issues at a later time, that agreement will be binding. Otherwise, no one will be bound by anything said or done at the mediation.
9. I acknowledge that no admission of guilt or wrongdoing by either Party is implied, and none should be inferred, by participation in this process.
10. If not already done so, before engaging in settlement discussions but as soon as practicable after signing this agreement, the Parties agree to take the opportunity to familiarize themselves with the mediation process. Go to www.energy.gov/oha/services/alternative-dispute-resolution/hq-mediation-program-workplace-conflicts.
11. I agree to be bound by the confidentiality provisions of this Agreement to Mediate regardless of the outcome of the mediation process.

By signature, I acknowledge that I understand and agree to mediate.

Name, Signature and Date

