



U.S. MERIT SYSTEMS PROTECTION BOARD

Office of Regional Operations
1615 M Street, NW
Washington, DC 20419

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Mediation Appeals Program

Agreement to Mediate

Case Name: _____ v. _____

MSPB Docket No.: _____

The undersigned agree to engage in mediation in an effort to resolve issues raised before the U.S. Merit Systems Protection Board (MSPB).

1. **Voluntariness:** The parties voluntarily agree to mediate. The parties understand that mediation may be terminated at any time by either party or by the mediator.
2. **Timeliness:** The parties recognize mediation is intended to be an expeditious process which should normally be completed within 60 days of signing this Agreement to Mediate. The parties and participants, including settlement authorities, agree to make themselves available to mediate the case and conclude the process and any settlement agreement without delay. The mediator may cancel or terminate any mediation that cannot be scheduled or completed in a timely manner. Although MSPB cannot guarantee the mediation will occur as the parties request, to facilitate this process, the parties provide the following information:

Dates within the next 30 days when available for the mediation:

Appellant: _____

Agency: _____

Preferred method(s) for mediation:

In Person
Video/Web Conferencing
Telephonic

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. The mediator will not make decisions about “right” or “wrong” or tell the parties what to do.
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 Nondisclosure:** The participants, including nonparties, 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 participant, disclose communications of the participants, 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. **Confidentiality during Mediation Session:** It is understood that for mediation to work, open and honest communications are essential. Accordingly, the participants, including nonparties, agree to keep all written and oral communications, negotiations, and statements made during mediation confidential. The participants will not voluntarily testify or disclose communications made by the participants during the joint sessions of the mediation. The participants' nondisclosure will not extend to violations of the law for which confidentiality cannot be assured.

8. **Legal Obligations, Settlement Agreement and Enforcement of Terms:** No party shall be bound by anything said or done at the mediation unless a settlement is reached and executed by all necessary parties. The parties fully understand, acknowledge, and agree that if a fully executed settlement agreement is reached because of this mediation, they may request MSPB enter the settlement agreement into the record for purposes of future enforcement. MSPB's requirements for entry of a settlement into the record must be met before the agreement can be accepted.

9. **No Recording Mediation Sessions:** The participants agree mediation sessions will not be recorded, and no transcripts will be produced of mediation sessions.

10. **Acknowledgment, Understanding, and Agreement:** By signature below, we acknowledge we have read, understand, and agree to the terms of this Agreement.

Appellant:		Date: _____
Appellant's Representative:		Date: _____
Other Appellant Participant:		Date: _____
Agency Representative:		Date: _____
Agency Settlement Authority:		Date: _____
Other Agency Participant:		Date: _____