



Confidentiality and Mediation Agreement



Aggrieved: _____

Respondent: _____

Mediator: _____

Case Number: _____

Date: _____

The parties are required to read and sign this Agreement to Mediate (3 pages). The completed form will be returned by the Mediator to:

Shared Neutrals Program
San Francisco Bay Area Federal Executive Board
90 7th Street, Suite 18-300
San Francisco CA 94103

Mediation is a confidential process. The Administrative Dispute Resolution Act of 1996 which applies to mediations that take place in Federal agencies, includes provisions for confidentiality. It provides that both oral and written communications that occur during the mediation will be kept confidential and cannot be used in subsequent legal proceedings. This protection also covers the mediator's notes, as well as notes made by the parties in preparation for the mediation. Confidentiality does not apply, however, to a final written agreement reached in mediation.

1. The parties understand and agree that:
 - a. Mediation is a dispute resolution process that is non-adversarial in nature and seeks reconciliation between disputing parties. The mediation process does not declare winners or losers. The primary focus is to seek a resolution.
 - b. They will put forward a good faith effort to resolve this matter and agree to cooperate with the Mediator assigned to this case and give serious consideration to all suggestions made regarding developing a realistic solution to the dispute. All parties will conduct themselves in a courteous and professional manner, use

San Francisco Bay Area Federal Executive Board Shared Neutrals Program - Agreement to Mediate

- appropriate language, and allow the Mediator to interrupt the process if the Mediator feels a caucus or break is needed to facilitate the mediation process.
- c. The Mediator is not involved in the dispute and commits to treating this matter in a fair and unbiased way. The Mediator's role is to facilitate and help the parties reach a mutually satisfactory resolution to the problem. However, the decision-making power rests with the parties, not the Mediator. If the parties cannot agree on a resolution, the Mediator will not impose a resolution nor will he/she offer a judgment as to which party, if any, is at fault.
 - d. The Mediator has no authority to make decisions or act as a judge or arbitrator. The Mediator will not act as an advocate or attorney for any party. To the extent either party wishes to have a representative or legal counsel to consult with or assist them in the mediation, that party is responsible for taking steps to have such person present.
 - e. They cannot subpoena or request the Mediator to serve as a witness, or request or use as evidence any materials prepared by the Mediator for the mediation (except the settlement agreement signed by the parties). The Mediator will not testify on behalf of any party or submit any report in connection with this mediation other than to confirm that the mediation did or did not occur, the parties did or did not appear with the requisite authority, and the dispute was or was not settled. However, the parties understand that matters that are admissible in a court of law or other administrative process continue to be admissible even though brought up in a mediation session.
 - f. No party can be bound by anything said or done in the mediation unless a written settlement is reached and executed by all necessary parties. If a settlement is reached, the agreement will be drafted by the Mediator and, when signed by the parties with authority, the settlement document shall be legally binding.
 - g. The aggrieved party's rights to pursue informal or formal processes remain protected during the mediation process. At the same time, the aggrieved party's responsibilities to comply with all requirements of any administrative or court process, e.g., time limits, points of contact, are not waived.
 - h. In electing to use mediation, all statutory deadlines are in forced, and all statutory deadlines are in effect.
 - i. In the event the mediation is terminated for any reason, the aggrieved party may continue to pursue an informal or formal resolution of the matter.
 - j. Participation in this process does not imply nor infer an admission of guilt or wrongdoing by either party.

San Francisco Bay Area Federal Executive Board
 Shared Neutrals Program - Agreement to Mediate

By signing, I acknowledge that I have read, understand and agree to participate in mediation:

Parties	Name	Signature	Date
Aggrieved			
Representative			
Respondent			
Representative			
Mediator			
Others:			

