

**ALTERNATIVE DISPUTE RESOLUTION**  
**Agreement to Mediate – EEO Informal or Formal Complaint**

The parties voluntarily agree to engage in mediation to resolve **(Complainant's Name) (Complaint Number)**. 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. The parties have a right to representation during mediation. The parties understand that mediation may be terminated at any time by either party or by the mediator.

Mediation is a confidential process to the extent allowed by law. The confidentiality provisions of the Administrative Dispute Resolution (ADR) Act of 1996 apply to this mediation. The ADR Act focuses primarily on protecting private communications between parties and the mediator. Generally, the parties' oral communications with the mediator during mediation are protected. The same is true for written communications parties prepare for mediation and give only to the mediator. Any documents submitted to the mediator and statements made during the mediation are for settlement purposes only. The parties understand that the ADR Act does not protect oral communications made with all the other parties present or documents a party makes available to all other parties. The parties further understand they can contract for additional confidentiality and agree to do so in this matter. Specifically, they agree that oral communications made with all the other parties present or documents a party makes available to all other parties will be confidential in this mediation. Finally, the parties understand that despite this agreement for additional confidentiality, outside parties may still have access to statements or documents as provided by law (e.g. the Freedom of Information Act).

The parties understand and agree not to subpoena or require the mediator to testify or produce records, notes or work products in any future proceedings and that they will make no recording or records of the mediation sessions.

In unusual circumstances, a judge can order disclosure of information that would prevent a manifest injustice, help establish a violation of law, or prevent harm to public health and safety. Further, information concerning fraud, waste, abuse, criminal activity or threats of imminent harm will not be considered confidential in this mediation.

No party shall be bound by anything said or done at the mediation, other than this Agreement to Mediate, unless a written Settlement Agreement is reached, signed and approved by all necessary parties. The written Settlement Agreement will then be executed in good faith.

By signature, we acknowledge that we have read, understand and agree to the terms of this Agreement to Mediate.

\_\_\_\_\_  
Complainant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Complainant's Attorney/Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Responding Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Resolving Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Agency Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mediator

\_\_\_\_\_  
Date

