

**Federal Mediation and Conciliation Service**  
**Mediation Agreement**

The undersigned Parties hereby request the assistance of the Federal Mediation and Conciliation Service (FMCS). All references to mediator and mediation also incorporate instructors and training or other neutral services.

1. Non-Party attendees are bound by the following terms as if a Party.
2. 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 understand that they have a right to representation during mediation.
3. To promote frank and productive discussion, the Parties agree that the mediation process is as confidential as allowed by law.
  - a. The Parties agree not to disclose to any non-party oral or written communications made during the mediation process, including settlement terms, proposals, offers, or other statements, whether made privately to the Mediator or when all Parties are present.
  - b. The Parties agree that they will not record, save, or otherwise capture any audio, video, files, documents, chat texts, or any other data that the Party would not have access to but for the mediation, unless provided by another Party with knowledge and consent. If recordings, saves, or other captures of data occur unintentionally, the mediator must be notified immediately. Any such recordings, saves, or captures of data may not be shared with anyone and must be immediately and permanently deleted.
  - c. Only Parties may attend or have access to any part of the mediation unless all Parties and the mediator agree, or as required by law.
  - d. (Virtual Meetings only) The Mediator and all Parties must be provided notice of all attendees before or at the time of attendance. Parties may not provide mediation passwords to non-Parties without consent of the mediator.
  - e. The Parties agree that if a Party inadvertently gains access to any confidential discussions involving another Party, the Party with inadvertent access shall immediately disclose the Party's presence and exit from the confidential discussions. Any confidential information inadvertently disclosed may not be used by the Party with inadvertent access, even within the confines of the mediation.
  - f. The obligations imposed by this agreement are in addition to and do not supersede any obligations imposed by applicable state or federal laws regarding mediation confidentiality.
4. The Parties agree not to subpoena the Mediator or compel the Mediator to produce any documents provided by a Party in any pending or future administrative or judicial proceeding. The Mediator will not voluntarily testify on behalf of a Party in any pending or future administrative or judicial proceeding.
5. Mediation sessions will not be recorded or transcribed by the Mediator or any of the Parties. In accordance with FMCS policy, the Mediator's notes and records of the mediation content, if any, are routinely destroyed.
6. Evidence that is otherwise admissible or discoverable will not be rendered inadmissible or non-discoverable as a result of its use in the mediation proceedings.

- 7. The Mediator has no authority to compel agreement or other resolution of the dispute and will issue no written recommendations or conclusions. At the request of the Parties, or on the initiative of the Mediator, the Mediator may provide an oral recommendation or opinion to resolve the dispute. In that circumstance, the Parties may jointly decide to implement that recommendation or opinion but neither party is obligated to do so.
- 8. No party shall be legally bound by anything said or done at the mediation. If an agreement is reached, the agreement shall be reduced to writing and when signed shall be binding upon the Parties to the agreement. If agreement is not reached, the participants will remain bound by the confidentiality provisions of this agreement.
- 9. FMCS strives to ensure the integrity of all technology used in mediations. All Parties must also ensure the integrity of technology used in mediations. If a Party is aware of any security breach, that Party should inform the mediator immediately. The Mediator will inform all attendees of any known security breach. The Parties agree to hold FMCS harmless from the result of any security breach.
- 10. The FMCS and its employees will be held harmless of any claim for damages for any act or omission occurring during or in connection with the mediation process, to the extent permitted by applicable law.
- 11. This agreement shall supersede any other agreements relating to this mediation in the event of contradictory terms.

Anyone with questions or concerns about these terms should contact FMCS’s Office of General Counsel at (202) 606-5444 or [ogc@fmcs.gov](mailto:ogc@fmcs.gov).

By signature, we acknowledge that we have read, understand and agree to the Agreement to Mediate. The Parties also represent that they have the full authority to bind their respective organization and/or members to this Agreement. This Agreement may be executed in multiple original counterparts, which when taken together, shall constitute one and the same instrument.

_____ Signature	_____ Organization	_____ Date
_____ Signature	_____ Organization	_____ Date
_____ Signature	_____ Organization	_____ Date
_____ Signature	_____ Organization	_____ Date