



**Virtual Collective Bargaining Mediation Or Neutral Services  
Terms and Conditions**

The Parties are to receive virtual collective bargaining mediation or other neutral services from the Federal Mediation and Conciliation Service. Attendees are bound by the following terms as if a Party. All references to Mediator and mediation includes Instructors and training or other neutral services.

By participating in mediation, the Parties (and any other attendees) agree to the following:

1. The Parties understand that the Mediator has no authority to decide the case and is not acting as advocate or attorney for any party or for any adjudicatory body. Parties may use legal representation during mediation if they so choose.
2. To promote frank and productive discussion, the Parties agree that the mediation process is confidential to the extent allowed by law.
  - a. 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.
  - b. 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. 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 permission from the Mediator.
  - c. 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.
  - d. 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.



3. 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 produce documents or testify on behalf of a Party in any pending or future administrative or judicial proceeding.
4. 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.
5. 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.
6. Evidence that is otherwise admissible or discoverable does not become inadmissible or non-discoverable as a result of its use in the mediation proceedings.
7. 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.
8. This agreement shall supersede any other agreements relating to this mediation in the event of contradictory terms.

By continuing this process, the Parties and attendees acknowledge that they read, understood, and agreed to the terms above. The Parties also represent that they have the full authority to bind their respective organization and/or members to this agreement.

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).