

## **MEDIATOR AGREEMENT**

This agreement constitutes the responsibilities of individuals who have elected to serve as mediators for the U.S. Equal Employment Opportunity Commission in connection with its ADR program.

1. I agree to be bound by this agreement, and any other agreements related to the EEOC's ADR program, such as the agreement to mediate and the confidentiality agreement. I also agree to be bound by pertinent statutes, regulations, and procedures of EEOC, including the Mediation Deskbook and the Commission's ADR Policy Statement of July 17, 1995.
2. I agree to be bound by the Commission's prohibitions on nondisclosure contained in sections 706(b) and 709(e) of Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, 42 U.S.C. section 12117(a), the Commission guidance on nondisclosure, and the confidentiality provisions of the Administrative Dispute Resolution Act found at 5 U.S.C. section 574.
3. I recognize that I may be removed from my duties as a mediator at the sole discretion of the Commission, where it is determined that I am biased, have a conflict of interest or fail to adhere to the aforementioned nondisclosure and confidentiality requirements.
4. If I am licensed by a state or local government and/or a member of organizations such as the American Arbitration Association (AAA) or the Association for Conflict Resolution, I will so inform the Commission. Where there appears to be a conflict between the state or local government requirements, the organization's code of conduct, and the Commission's requirements, I will inform the Commission immediately.
5. I agree that no private cause of action is created as a result of this agreement. This includes any private action I would attempt to bring against the Commission for any reason. I further agree to hold the Commission harmless for any actions taken by me during the performance of my duties in mediating Commission charges.

6. I agree that all notes, records, and documents generated during the course of the mediation shall remain confidential and shall be destroyed by me within 7 days of the conclusion of the mediation.

7. I agree that I will not disclose any information obtained during the mediation. However, I will report to the appropriate authorities any threats of immediate violence or incidents of actual violence made or occurring during the mediation. I will also forward all tracking and evaluation forms to the ADR Coordinator within 7 days of the conclusion of the mediation.

8. I agree that any information shared with me by a party in confidence shall remain confidential both during and after the mediation unless a party specifically authorizes me to disclose the information to the other party.

9. I agree not to testify or serve as a witness, consultant, or expert or provide any written documentation in any pending or future action related to the subject matter of the mediation, including to individuals who are not parties to this mediation.

10. If I am subpoenaed to testify concerning any oral or written information provided during a mediation, I will advise the parties and the EEOC as soon as practicable so that the parties and the EEOC may consider appropriate action.

11. I recognize that nothing in the confidentiality agreement is intended to prohibit the parties in the mediation from using a written settlement agreement reached during the course of the mediation as evidence in any future proceeding to enforce the terms of the settlement agreement. I also recognize that nothing in this agreement is intended to prohibit, or should be construed as prohibiting the parties or the mediator, from testifying concerning the signing or authenticity of a written settlement agreement reached as a result of this mediation.

By signature below, I acknowledge that I have read, understand, and agree to comply with this Agreement.

Mediator: \_\_\_\_\_

Date: