

For Early ADR

Allegation Number:

Post-Investigation ADR

EA Number:

All Cases

ADR Number:

**U.S. NUCLEAR REGULATORY COMMISSION ADR PROGRAM**  
**Administered by Cornell's Institute on Conflict Resolution**

**AGREEMENT TO MEDIATE**

**We agree** to engage in mediation to attempt to resolve our issues.

**Mediator's Role.** We understand that the mediator will assist us to reach resolution in the mediation, that (s)he has no authority to decide the outcome, and that (s)he will not act as an advocate or representative for any of us.

The mediator will conduct a face-to-face session with all parties. Each side will be expected to present a summary of its views and respond to the mediator's questions. After this session, the mediator may hold private sessions separately with each side to assist in finding a mutually acceptable settlement. The mediator may hold subsequent sessions and discussions in person or on the telephone.

**Confidentiality.** We understand that mediation is a confidential process, and that the mediator is prohibited by federal law (the Administrative Dispute Resolution Act, 5 U.S.C. 574) from discussing the mediation proceedings, testifying on anyone's behalf concerning the mediation, or submitting any report on the substance. We understand that there are a few rare exceptions to mediator confidentiality, which the mediator will explain further if any participant requests; these exceptions include instances such as where someone expresses an intent to commit violence or where a federal judge orders disclosure to prevent an injustice.

We may consult with advisors, legal counsel, or representatives at any time during the mediation or prior to signing any agreement. Otherwise, we will not discuss the substance of this mediation with anyone who was not present, nor will we share such information voluntarily with non-participants, *except* those who may need certain information to aid us in implementing a settlement. Confidentiality will not extend to information indicating a potential or existing safety or security issue at any facility requiring action by the NRC.

In cases between an employee and employer, the identity of the employee must be released to the employer in order to conduct the mediation.

**Withdrawal.** We understand that mediation is voluntary and that we may withdraw at any time. However, any participant who withdraws will remain bound by the above confidentiality terms.

**Settlement Agreements.** If we sign a settlement agreement resolving some or all of our issues, that agreement will bind us.

- **For Early ADR Only:** *Except* that no settlement agreement will be final until three days after it is signed and any party may reject it during that three-day period. We also understand that the NRC must review any settlement that we agree to *solely* to ensure that it will not restrict or discourage an employee from providing information on potential safety violations to the NRC.
- **For Post-Investigation ADR Only:** Any agreement signed by the parties will be preliminary in nature until the final settlement agreement is confirmed by order. Both parties may discuss the terms of the agreement, and if necessary, the basis for those terms, with those responsible for development, acceptance, and issuance of the order, on a need-to-know basis.

**Conducting the Mediation.** We expect this mediation to be completed within 90 days after we sign this agreement.

- **For Early ADR Only:** The NRC pays the total fee and expenses of the mediator. The parties are only responsible for the cost, if any, of a mediation meeting room.
- **For Post-Investigation ADR Only:** each party agrees to pay 50 percent of the mediator's total fee and expenses.

No participant will seek to hold the NRC liable for the mediation's conduct or results.

By signing below, we acknowledge that we understand this agreement to mediate and will abide by it.

_____	_____	_____
Party	Representative	Date
_____	_____	_____
Party	Representative	Date
_____	_____	
Mediator	Date	