

EARLY ADR AGREEMENT TO MEDIATE

This Agreement to Mediate is between _____ and _____ (individually referred to as a "Party" and collectively as the "Parties"). The Parties have agreed to engage in Early ADR (as discussed below) with the following understandings and expectations.

1. The NRC's Early ADR program refers to the use of mediation to resolve complaints of discrimination alleging the violation of the NRC's regulation. **Early ADR is not for resolving other safety or technical issues.** Generally, the parties to the mediation are the complainant and the employer. The Parties understand that the NRC is not a party in the mediation nor does it attend any meetings with the Parties.
2. With the assistance of an independent neutral mediator that the Parties mutually select, the Parties agree in good faith to attempt to resolve their discrimination dispute through mediation without a NRC investigation. The Parties understand that the mediator is not authorized to make any decisions for either party.
3. If not already done so, before engaging in settlement discussions but as soon as practicable after signing this agreement, the Parties agree to take the opportunity to familiarize themselves with the Early ADR program by reviewing the brochure on <http://www.nrc.gov/reading-rm/doc-collections/nuregs/brochures/br0313/> about the Early ADR program.
4. The parties understand that in order to pursue resolution of this dispute using mediation, the complainant's identity and nature of discrimination allegation must be shared amongst the parties. This information is sensitive in nature and shall not be shared with individuals external to the participating parties associated with this agreement to mediate. The parties will not discuss the substance of this mediation with anyone who is not present, nor will they share such information voluntarily with non-participants, except those who may need certain information to aid in implementing a settlement.
5. The Parties understand that the mediation process is informal, flexible and entirely voluntary. Each Party may withdraw from the mediation process at any time for any reason.
6. The Parties understand that typically the mediator will conduct a face-to-face session with both Parties in attendance. Each Party will be expected to summarize their position and be willing to consider (but not necessarily agree with) the other Party's contention(s). During the mediation session, the mediator, as he or she deems appropriate, may meet separately with each Party to facilitate communication between the Parties.

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7. As soon as practicable after signing this Agreement to Mediate, each Party agrees to cooperate with the other to mutually select a mediator from a list of neutrals provided by the Cornell University's Institute for Conflict Resolution (Cornell) and agree on a time and place to meet for the mediation session. **The Parties understand that the NRC expects each party to expeditiously move through the Early ADR process to take at most 90 calendar days from the parties' mutual agreement to mediate to reaching a settlement agreement, if applicable.**

8. The Parties understand that mediation is a confidential process and that the mediator is prohibited by federal law from discussing the mediation proceedings, testifying on anyone's behalf concerning the mediation, or submitting any report on the substance of the discussions. Each Party understands that there are a few 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.

9. The Parties agree not to discuss the substance of the mediation with anyone except with their advisor(s) or legal counsel or as may be required by law. Each Party agrees to ensure that such other person(s) agree to respect the confidentiality of the process. Confidentiality does not extend to information which indicates a potential or existing safety or security issue at any facility.

10. The Parties understand that the NRC will pay the mediator's fee and expenses that the Parties select through Cornell. The Parties are responsible for their own respective expenses such as any travel or lodging expenses or meeting room fees, if any.

11. The Parties agree to be bound by the confidentiality provisions of this Agreement to Mediate regardless of the outcome of the mediation process.

12. If the Parties reach a settlement agreement, the Parties agree to include a provision which allows either party to rescind the agreement for any reason within 3 calendar days after its execution.

13. After the execution of the settlement agreement and before the NRC initiates an investigation, one of the Parties must provide a copy of the settlement agreement to the NRC for review for it to be considered as part of the NRC's ADR program. The sole purpose of the NRC's review is to ensure that the terms of the settlement agreement do not restrict the complainant from engaging in a protected activity.

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14. The Parties understand that if they settle their dispute and meet the above referenced conditions, the NRC, in accordance with the NRC's policy, will not investigate the discrimination complaint giving rise to this mediation process. However, if an agreement is not reached, the NRC Office of Investigations may conduct an investigation and this matter may result in enforcement action.

15. The Parties understand that the NRC is not responsible for the mediator's conduct.

16. The Parties understand that the NRC is not a party of this potential settlement agreement. As such, any suspected or actual breach of the agreement reached as a result of this mediation should be addressed under consultation, external to the NRC. Notwithstanding, the parties are encouraged to make the NRC aware of such matters.

17. The mediation process (i.e. preparation, mediation session and associated documentation development) commences and the terms of this agreement are effective upon your signature.

Signature: _____

Date: _____

Name & Title: _____