



## AGREEMENT TO MEDIATE

The undersigned parties (“Parties”) agree to mediate in good faith the issues between them and to abide by the mediation process, the details of which are presented below.

### Introduction

1. Each Party will seek to understand the other Party’s point of view, concerns and interests and to treat the other Party with respect.
2. The Parties agree to work cooperatively with and to respect the Mediator. The Mediator will assist the Parties to reach a resolution of their dispute by facilitating communication and negotiations, as the case may be.
3. Parties are encouraged to participate directly in the mediation process. However, if they need to act through a representative, or if they want to come to mediation accompanied by others (e.g., counsel, advocate, family member), they should communicate this to the Mediator and other parties as soon as possible.
4. If either of the Parties or the Mediator becomes aware of a potential conflict of interest, she or he shall immediately advise the Office of Ombudsman for United Nations Funds and Programmes (the “Office of the Ombudsman”) of the possible conflict of interest. Upon recommendation of the Office of Ombudsman, if both Parties and the Mediator agree that the potential conflict of interest is waivable, they can continue the process of mediation.

### Confidentiality

5. Every person involved in the mediation, including the Mediator, the Parties and other participants, will keep all information received during the mediation confidential, including the terms of any mediated settlement agreement, except that:
  - (a) documents and oral statements, which existed or were made before the mediation, are not protected under confidentiality;
  - (b) the disclosure is permitted when compelled by law;
  - (c) the disclosure is necessary in relation to the work of the Office of the Ombudsman such as sharing the information with the Office of the Ombudsman, the other mediators of the Global Mediation Panel, or the International Advisory Board in a confidential setting;
  - (d) the Office of Ombudsman may determine that there appears to be an imminent risk of serious harm and waive confidentiality; and
  - (e) the disclosure is permitted to enforce a mediated settlement agreement.
6. The Parties agree that they will not call the Mediator or a member of the staff of the United Nations Funds and Programmes Ombudsman as a witness or require her or him to produce any notes or evidence in any subsequent formal proceedings. The Mediator, the



staff of the Office of the Ombudsman, and the Parties will not voluntarily testify regarding anything said during the mediation proceedings unless there is an imminent risk of serious harm.

7. Where a party privately discloses to the Mediator any information before, during or after the mediation, the Mediator will not disclose that information to any other party or person without the consent of the party who has disclosed it.
8. The Parties and the Mediator acknowledge and agree that, since they are disruptive to confidentiality in the mediation process, recordings or transcripts, whether audio, video or otherwise, of the contents, discussions and communications in a mediation shall not be made or used by any Party, participant, his or her representative or the Mediator.

**Authority to Settle and Representation**

9. Each party confirms to the Mediator that a person with full authority to settle the issues between them will participate in the mediation session, and in case a terms sheet is agreed upon without the person with full authority the participating person shall promptly procure the confirmation of such person. If additional Parties are needed to reach an agreement, they should be immediately available for contact during the mediation session.

**Termination and Settlement Agreement**

10. The Parties understand that mediation may be terminated at any time by either Party or by the Mediator by communicating such decision in writing.
11. The Parties may ask the Mediator for help in memorializing any agreement. However, the Parties are responsible for consulting with each other regarding their respective rights and obligations and, if needed, to involve appropriate individuals (e.g., manager, a representative of the human resources unit). Any final agreement will bind the Parties who shall make a good-faith effort to implement it.

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Print Name	Signature	Date
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Print Name	Signature	Date
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Print Name (Mediator)	Signature	Date
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