**MEDIATION AGREEMENT**

This agreement is entered into on [DATE], between Appellant NAME (“[ABBREVIATION OR ACRONYM]”) and Respondent United States Postal Service (“Postal Service”) (collectively, the “parties”). The parties agree that:

[APPELLANT] was a contractor for the Postal Service under Contract No. [NUMBER]; and

[APPELLANT] filed a claim with the contracting officer; and

On [DATE], the contracting officer issued a final decision denying Appellant’s claim [OR asserting an affirmative Postal Service claim]; and

[APPELLANT] appealed the final decision to the Postal Service Board of Contract Appeals (“Board”), and the Board docketed the appeal as PSBCA No. [NUMBER]; and

The parties desire to attempt to resolve the appeal(s) through mediation; and

The mediation seeks to assist the parties in resolution of the dispute, which would otherwise likely be resolved through litigation.

The parties agree to the following:

1. The parties will engage in a non-binding mediation procedure.

2. Each party will be able to present its position during the mediation and agrees to negotiate in good faith.

3. Each party will include among its representatives a principal with authority to settle the appeal(s).

3. Each party is responsible for its own costs.

4. [NAME, IF KNOWN] will serve as the mediator for the parties.

5. The mediator will treat the subject matter of this proceeding as confidential and refrain from disclosing any of the information exchanged to third parties, with the exception of the mediator’s staff.

6. While the mediation itself is not binding, and therefore the mediator has no authority to impose a settlement on the parties, the mediator will try to help the parties reach a satisfactory resolution. During the proceeding, the mediator may conduct both joint and separate discussions with the parties, to make oral recommendations and suggestions for settlement, and to comment on possible strengths and weaknesses of the parties’ positions.

7. If the parties do not reach a full settlement, they will define the issues that remain in dispute, and the appeal will return to the Board’s active docket.

8. No transcript or recording may be made of any portion of the mediation. All statements and oral presentations between the parties and the mediator are covered by Rule 408 of the Federal Rules of Evidence and are inadmissible as evidence for any purpose in any pending or future legal action that directly or indirectly involves either the parties or issues involved in the mediation. However, if the mediation leads to a settlement, all information prepared for and presented at the mediation may be used to justify and document the settlement. Further, evidence that is otherwise admissible or discoverable is not rendered inadmissible or non-discoverable merely because it was used during the mediation.

9. Each party has the right to terminate this agreement at any time for any reason.

10. The mediator has the same common law immunity as judges and arbitrators from suit for damages or equitable relief and from compulsory process to testify or produce evidence based on or concerning any action, statement, or communication in or concerning the mediation. The parties understand that there is no attorney-client relationship between the mediator and either party, and each party acknowledges that it will seek and rely on legal advice solely from its own counsel and not from the mediator. The parties and their attorneys agree that they will not call or subpoena the mediator or the mediator’s staff in any legal action or administrative proceeding of any kind to produce any notes or documents related to the mediation or to testify about any such notes, documents, or the judge’s thoughts and impressions regarding the mediation.

**AGREED TO BY:**

[APPELLANT] United States Postal Service

[NAME] [NAME]