

Collaborative Participation Agreement

This agreement is made this _____ day of _____, 200__, between the following parties:

_____, Wife
_____, Lawyer for Wife
_____, Coach for Wife
_____, Husband
_____, Lawyer for Husband
_____, Coach for Husband
_____, Financial Neutral
_____, Child Development Specialist

1. Statement of Principles.

- A. **Avoid Litigation-Clients.** We, the husband and wife, believe it is in our best interests and the best interests of our children, to resolve our differences without going to court.
- B. **Avoid Litigation-Attorneys.** We, as lawyers, believe it is in the best interests of our clients, and their family, to resolve their differences without going to court.
- C. **Commitment to Process.** We agree to use a Collaborative Law Process (called the "Process" in this Agreement) to resolve our differences.
- D. **Underlying Basis of Process.** This Process is based upon honesty, compromise, co-operation, moderation, integrity and professionalism, and does **not** rely on court imposed solutions.
- E. **Goals and Objectives.** Our goals are: to resolve any and all differences in the best interests of the child(ren); to eliminate the negative financial, social and emotional consequences of litigation; and to find solutions that are acceptable to both parties.

2. **We Will Not Go To Court.**

Husband and Wife agree as follows:

- A. We commit ourselves to settling this case without going to court.

- B. We agree to give complete, honest, and open disclosure of all information, whether requested or not. Any request for information will be made informally, and this information, whether financial, educational, employment-related, or personal, will be provided immediately.
- C. We agree to engage in informal discussions and conferences to settle all issues.

3. **Cautions.**

Husband and Wife agree as follows:

- A. We understand there is no guarantee we will successfully resolve any differences with this Process.
- B. We understand this Process is not marriage counseling.
- C. We understand we must actively participate in this process, and that both lawyers will help us do this.
- D. We understand each lawyer has a professional duty to represent his or her own client diligently and is not the lawyer for the other client, even though they share a commitment to this Process.

4. **Participation with Integrity.**

Husband and Wife agree as follows:

- A. We will respect each other.
- B. We will work to protect the privacy and dignity of everyone involved in this Process.
- C. We will maintain a high standard of integrity.
- D. We will not take advantage of any mistakes anyone makes in this Process.
- E. We will immediately identify and correct any mistakes.

5 **Collaborative Team:** Husband and Wife agree as follows:

- A. We will both hire coaches, or have hired coaches.
- B. We agree to participate with our coaches in good faith.
- C. We may both agree to utilize a Child Development Specialist. If so, we will both participate with the Child Development Specialist in good faith.
- D. We may choose to hire a financial neutral. If so, we will provide information to the financial neutral and participate in the meetings in good faith.

- E. Individual participation agreements will be signed by each of us with other members of the collaborative team. Those shall act as an amendment to this collaborative participation agreement and attached as an addendum.

6. Experts.

Husband and Wife agree as follows:

- A. If we need experts, we will hire them jointly unless we agree otherwise in writing.
- B. We agree to direct all experts to help us to resolve our differences without going to court.

7. Child(ren)'s Issues (if applicable).

Husband and Wife agree:

- A. To act quickly to resolve any differences related to our children;
- B. To promote a caring, loving and involved relationship between our children and the other parent;
- C. Not to seek a custody evaluation during this Process;
- D. Not to involve our children in any of our differences; and
- E. We will attend the Helping Children Cope With Divorce Seminar or similar seminar if it is available in our area.

8. We Will Negotiate In Good Faith.

Husband and Wife agree as follows:

- A. We understand that this Process will involve vigorous good faith negotiation, even with full and honest disclosure of information.
- B. Each of us will be expected to take a moderate approach in all differences. Where what is important to each of us is different, each of us will use our best efforts to create proposals which are acceptable to the other. If necessary, we will compromise to reach a settlement of all problems.
- C. None of us will use threats of litigation as a way to force settlement.

9. Abuse of the Collaborative Process.

Husband and Wife agree as follows:

- A. We understand both lawyers must withdraw from this case if either lawyer learns that either client has taken unfair advantage of this Process. Some examples of violations of this Process might include:
 - i. Harassing the other spouse, or abusing the child(ren);
 - ii. Planning or threatening to flee the jurisdiction of the court with children;
 - iii. Disposing of property without the consent of the other person;
 - iv. Changing insurance coverage or beneficiaries;
 - v. Withholding or misrepresenting information;
 - vi. Failing to disclose the existence or the true nature of assets or debts;
 - vii. Threatening or filing litigation; or
 - viii. Failing to participate in the spirit of this Process.
- B. If either lawyer withdraws from the Collaborative Law Process, he or she will give written notice of withdrawal to the other lawyer and to his or her own client.

10. **What Happens If Someone Goes To Court?**

Husband and Wife agree as follows:

- A. We understand our lawyers' representation is limited to this Collaborative Law Process, and neither of the lawyers can ever represent his or her client in court in a proceeding against the other client.
- B. However, we agree, the lawyers may file divorce documents or other documents reflecting the terms of our agreement reached in this Process.
- C. If either of us goes to court, both lawyers and their firms will be disqualified from representing either of us and will withdraw from the representation.
- D. If one of us goes to court, either he or she must give the other client and both lawyers written notice of withdrawal from the Collaborative Law Process.
- E. If this Process ends, both lawyers will be disqualified as witnesses, even if we agree otherwise in writing.
- F. If this Process ends, all coaches, child development specialists, financial neutrals and experts hired for participation in the collaborative process will be disqualified as witnesses and their opinions and reports will be inadmissible as evidence.

11. **Independent Representation.**

Husband and Wife agree:

- A. That each lawyer is an advocate for his or her client only.
- B. No legal duty, by contract or otherwise, is owed by the other spouse's lawyer.
- C. No attorney-client relationship exists between one spouse's lawyer and the other spouse.

12. **Confidentiality and Promise to Follow Contract.**

We, the undersigned parties and lawyers, agree to follow this Agreement and to promote both the spirit and the written word of this Agreement.

We also agree that no statement, comment or disclosure made by any party or attorney during the Collaborative process shall be disclosed to any court. This does not preclude the offering of information properly obtained through discovery in any litigation.

Dated and effective as of the date appearing above.

Client - Wife

Client- Husband

Lawyer for Wife

Lawyer for Husband

Coach for Wife
Date: _____

Coach for Husband
Date: _____

Financial Neutral
Date: _____

Child Development Specialist
Date: _____