

COLLABORATIVE LAW AGREEMENT dated _____

A. THE COLLABORATIVE LAW PROCESS

1. We acknowledge that the essence of “Collaborative Law” is the shared belief by the Participants that it is in the best interests of the Parties and their families in Family Law matters to commit themselves to resolve issues through principled or interest-based negotiation rather than litigation.
2. We therefore adopt this conflict resolution process, which does not rely on a Court-imposed resolution, but relies on an atmosphere of honesty, co-operation, integrity and professionalism geared toward the future well-being of the family.
3. Our goal is to minimize, if not eliminate the negative economic, social and emotional consequences of protracted litigation to the Parties and their families.
4. We commit ourselves to the Collaborative Law process and agree to seek a better way to resolve our differences justly and equitably.

B. NO COURT OR OTHER INTERVENTION

5. We commit ourselves to settling this case without Court intervention.
6. We agree to give full, honest and open disclosure of all relevant information, whether requested or not. Any request for disclosure of information shall be made informally and such information will be supplied forthwith.
7. We agree to engage in informal discussions and conferences to settle all issues.

C. CAUTIONS

8. We understand that there is no guarantee that the process will be successful in resolving the matters in dispute.
9. We understand that the process cannot eliminate concerns about the disharmony, distrust and irreconcilable differences that have led to the current breakdown of the marriage or relationship.
10. We understand that the Parties are still expected to assert their respective interests and their lawyers will help them do so.
11. We understand that the Parties should not lapse into a false sense of security that the process will protect them.

12. We understand that while the lawyers share a commitment to the process described in this document, each of them has a professional duty to represent his or her own client diligently and is not the lawyer for the other party.

D. LAWYERS' FEES AND COSTS

13. The Parties agree that our lawyers are entitled to be paid for their services. Each of us will be responsible for the payment of our own Lawyer, and we agree to make funds available for this purpose.

E. PARTICIPATION WITH INTEGRITY

14. We will work to protect the privacy, respect and dignity of all involved, including the Parties, their lawyers and any experts or consultants that may be used in this process.
15. We will maintain a high standard of integrity and specifically will not take advantage of each other or of the miscalculations or inadvertent mistakes of others, but will identify and correct them.

F. EXPERTS AND CONSULTANTS

16. If Experts or Consultants are needed, we will retain them jointly, unless all Parties and their lawyers agree otherwise in writing, and will direct them to work in a neutral and co-operative effort to resolve issues.

G. CHILDRENS' ISSUES (IF APPLICABLE)

17. We agree that in resolving issues about sharing the enjoyment of and responsibility for the Parties' children, we will make every effort to reach amicable solutions that promote the children's best interests.
18. We agree to act quickly to resolve differences related to the Parties' children. To that end the Parties may decide to engage the services of a Mediator to assist them in developing an appropriate Parenting Plan.
19. We agree not to seek a custody evaluation so long as the matters are being addressed through the Collaborative Law Process.
20. The Parties agree to insulate our children from involvement in our disputes, and to promote a caring, loving and involved relationship between the children and both parents.
21. The Parties agree to attend the Parenting After Separation Seminar where the program is available.

H. NEGOTIATION IN GOOD FAITH

22. The Parties acknowledge that each Lawyer is independent from the other Lawyer in the Collaborative Law group and represents only one party in our collaborative Law process.
23. We understand that the process will involve vigorous good faith negotiation.
24. Each of us will be expected to take a reasoned approach in all disputes. Where our interests differ, each of us will use our best efforts to create proposals which meet the fundamental needs of all parties and if necessary, to compromise to reach a settlement of all issues.
25. Although each of us may discuss the likely outcome of a litigated result, none of us will use threats of abandoning the Collaborative Law Process or of resorting to litigation as a way of forcing settlement.

I. ABUSE OF THE COLLABORATIVE PROCESS

26. The Parties understand that either lawyer will withdraw from a case as soon as possible upon learning that his or her client has withheld or misrepresented information or otherwise acted so as to undermine or take unfair advantage of the Collaborative Law process. Examples of such violations of the process are:
 - a. secretly disposing of property;
 - b. failing to disclose the existence or true nature of assets and/or obligations;
 - c. failing to participate in the spirit of the Collaborative Law process;
 - d. abusing the minor children of the parties or
 - e. planning to flee the jurisdiction of the Court with the children.

J. DISQUALIFICATION BY COURT INTERVENTION

27. The Parties understand that our lawyers' representation is limited to the Collaborative Law process and that neither of our lawyers can ever represent us in Court in a proceeding against the other Party.
28. Notwithstanding the above, if an agreement is reached, the lawyers may file such further divorce documents or other documents in accordance with the terms of the agreement and by consent of both lawyers.
29. In the event that either Party chooses to withdraw from the Collaborative Law process, both lawyers will be disqualified from representing either Party.

30. If either party decides to withdraw from the Collaborative Law process, he or she must give the other party prior written notice of their intention to do so. Neither party shall bring a court application within 30 day of giving notice of their intention to withdraw from this process. However, if either party satisfies a court that there is an emergency requiring immediate action before the 30 day period expires, then that court application will not be a breach of this contract.
31. If the Collaborative Law process is terminated, all Experts and Consultants will be disqualified as witnesses, and their work product will be inadmissible as evidence unless both parties agree otherwise in writing.
32. We agree that we will not disclose any statement made by any Party, Expert, Consultant or Lawyer during the Collaborative Law process to any Court for any purpose unless a final settlement agreement is reached and both Parties and their lawyers have agreed to such disclosure. Nothing in this agreement prevents the subsequent use of any financial or commercial documentary record or statement that had been exchanged by the parties during the Collaborative Law process.

L. GROUND RULES

33. We agree to use our best efforts to observe the following Process Groundrules:
 - a. Attack the problems and concerns at hand. Do not attack each other.
 - b. Avoid positions; instead, express yourself in terms of needs and interests and the outcomes you would like to realize.
 - c. Work for what you believe is the most constructive and fairest agreement for both of you and your family.
 - d. During settlement meetings remember the following:
 - (i) Do not interrupt when your spouse or his or her lawyer is speaking. You will have a full and equal opportunity to speak on every issue presented for discussion.
 - (ii) Do not use language that blames or finds fault with the other. Use non-inflammatory, non-sarcastic words. Be respectful of others.
 - (iii) Speak for yourself; make "I" statements. Use each other's first names and avoid "he" or "she".
 - (iv) If you share a complaint, raise it as your concern and follow it up with a constructive suggestion as to how it might be resolved.

- (v) If something is not working for you, please tell your lawyer so your concern can be addressed.
 - (vi) Listen carefully and try to understand what the other is saying without being judgmental about the person or the message.
 - (vii) Talk with your lawyer about anything you do not understand. Your lawyer can clarify issues for you.
 - (viii) Be effective. Before you say or do anything, ask yourself if it will be effective in helping you advance towards your goal of settling matters in a way that is acceptable to you and your spouse.
 - (ix) Recognize the futility of arguing.
- e. Recognize your own process needs and respect those process needs of the other.
 - f. Commit to the fullest development of choices and alternatives.
 - g. Remember you can just say “No” to anything that is not acceptable to you.
 - h. Empower yourself by taking responsibility for your feelings, your interests and your choices, rather than holding your spouse responsible.
 - i. Be willing to commit the time required to meet regularly. Be prepared for each meeting.
 - j. Be patient - delays in the process can happen, even when everyone is acting in good faith.
 - k. Be patient – taking the time to gather all the facts, explore each other’s interests, and generate options, will lead to a settlement that is acceptable to both of you and tailored to your particular needs.

M. SUMMARY OF AGREEMENT

34. In summary we pledge: Not Court, but Consensus; Not Combat, but Collaboration; Not Coercion, but Cooperation. We agree to the following:
- a. To seek a resolution of our family matters directly, without the threat of litigation or intervention by a judge.
 - b. To provide all financial information that might be considered important by the other, whether specifically requested or not.
 - c. To search for resolutions that meet the needs of all members of the family.

- d. To avoid making economic threats and taking positions regarding parenting as strategies in negotiation.
- e. To utilize joint neutrals rather than partisan experts if outside evaluations prove necessary.
- f. To deal honestly with each other, and to communicate in a respectful manner.
- g. To engage new counsel if, despite our best efforts, court intervention should prove necessary.
- h. To protect any children from the conflicts between us.
- i. To withdraw from the process if either deems it appropriate.
- j. To have the process terminated by our counsel in the event we violate the terms or spirit of this agreement.

K. AGREEMENT AND PLEDGE

- 35. Both Parties and their lawyers hereby agree to the above and pledge to comply with and to promote the spirit and written word of this document.

WIFE

HUSBAND

WIFE'S LAWYER

HUSBAND'S LAWYER