

**COLLABORATIVE FAMILY LAW
PARTICIPATION AGREEMENT
("Contract")**

BETWEEN:

1

and

2

**"Participants"
(or "Parents")**

and their Lawyers:

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and

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"Lawyers"

1. COLLABORATIVE FAMILY LAW PROCESS ("Process")

- 1.1 We acknowledge that the essence of the Collaborative Family Law Process ("Process") is the shared belief that in family law matters it is in our best interest and in our family's best interest to resolve issues through principled and interest-based negotiation.
- 1.2 We adopt, in good faith, this conflict resolution process which relies on honesty, cooperation, integrity and respect and is geared toward the future well-being of the family.
- 1.3 We commit ourselves to this Process and agree to seek a better way to resolve our differences justly and equitably. We agree to use our best efforts to negotiate a mutually acceptable settlement.
- 1.4 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 immediately. If requested, a sworn statement confirming the information disclosed will be provided.

2. NO COURT OR OTHER INTERVENTION

- 2.1 Our goal is to minimize, if not eliminate, any negative economic, social and emotional consequences of an adversarial process.
- 2.2 We commit ourselves to settling this case without Court intervention.
- 2.3 We agree to engage in informal discussions and conferences to settle all issues.
- 2.4 We understand that through this Process, we are the architects of our own settlement and that there can be no guarantee that we will resolve all issues. We will be discussing rights and obligations prescribed by law along with other considerations. The Process empowers us to make our own agreement, which may differ a little, a lot, or not at all, from what a court might order.
- 2.5 When an agreement is reached, the agreement shall be formally written and signed by us and our Lawyers. The Lawyers may file any court documents required to give effect to the Agreement. Any documents filed must reflect the terms of the written agreement and be filed with the consent of both Lawyers.

3. APPROACH

- 3.1 We understand that the intention of this Process is to address our legal issues. We also understand that personal and relationship issues may exist and may be better addressed through other means and professionals.
- 3.2 We understand that each of us is expected to assert our respective interests and actively participate in the negotiations with the help of our Lawyers.
- 3.3 We understand that while the Lawyers share our commitment to the process, each Lawyer has a professional duty to represent his or her own client diligently and is not the lawyer of the other Participant.

4. LAWYERS' FEES AND COSTS

- 4.1 We agree our Lawyers are entitled to be paid for their services and we jointly agree to make funds available for the purpose of paying both Lawyers.

5. PARTICIPATION AND NEGOTIATION WITH INTEGRITY AND GOOD FAITH

- 5.1 We will work to protect the privacy, respect and dignity of all involved, including the Participants, their Lawyers, and any Experts, Consultants, or Coaches who may be involved in this process.
- 5.2 We will maintain a high standard of integrity. We will not take advantage of each other and we will identify and correct any miscalculations or mistakes.
- 5.3 Each of us will be encouraged to express our interests, needs, and objectives.
- 5.4 Each of us will be expected to take a reasoned approach in all matters. Where our interests differ, each of us will use our best efforts to create options which meet the interests of the Participants. We recognize that flexibility will be necessary to reach a settlement of all issues.
- 5.5 Although each of us may discuss the likely outcome of a litigated process or a court decision, none of us will threaten to abandon this Process or go to court.

6. CHILDREN'S ISSUES

- 6.1 As Parents, we share the enjoyment of and responsibility for our children. We agree that we will make every effort to reach solutions which promote our children's best interests.
- 6.2 We agree to insulate our children from involvement in our disputes, and to promote a caring, loving and involved relationship between our children and each parent.
- 6.3 We agree to attend the Parenting After Separation Seminar. We understand that attendance at the Focus on Communication in Separation Course ("FOCIS") is also recommended.
- 6.4 We agree to obtain the assistance of a qualified professional where necessary to discuss parenting issues.

NOTE: Delete 6.3 and 6.4 where all children are adults and delete paragraph 6 in its entirety if there are no children.

7. ACCESSING RESOURCES

- 7.1 If assistance or information is required in this process from other professionals, we will retain them jointly, unless we agree otherwise in writing. Examples of professionals we may involve include:

- (a) parenting specialists;
- (b) business valuers;
- (c) appraisers;
- (d) pension valuers;
- (e) accountants; and
- (f) financial advisors.

We will direct these professionals to work in a neutral and cooperative effort to assist us to resolve issues.

- 7.2 We will decide whether to accept any opinion or report provided by a professional, and the weight to be given to it, after the opinion or report is reviewed by all of us.
- 7.3 We recognize that each of us may choose to individually access professionals, such as divorce coaches or counsellors, outside of this process. We agree that these professionals will be informed about this Process and asked to coordinate their work to enhance this Process.
- 7.4 We agree that this Contract may be provided to any professional retained by us jointly or by one of us individually.

8. NON-COMPLIANCE WITH COLLABORATIVE PROCESS

- 8.1 We understand that if either of us fails to comply with this Contract or to participate in the spirit of the Collaborative Family Law Process, either or both of our Lawyers may have an obligation to withdraw. Examples of such failure include:
 - (a) withholding or misrepresenting financial information;
 - (b) withholding or misrepresenting relevant non-financial information (eg. a planned move or health status or employment prospects);
 - (c) making unilateral decisions regarding property, finances, or parenting;
 - (d) causing unreasonable delay; or
 - (e) not honouring interim commitments or agreements.

9. ENDING THIS PROCESS

- 9.1 We understand that both Lawyers' representation is limited to this Process. Neither Lawyer can ever represent either of us in Court in a contested proceeding against the other.
- 9.2 If either of us decides to end this Process, written notice shall immediately be

given to the other Participant and to the Lawyers.

- 9.3 Neither Participant may bring a court application within 30 days of one Participant giving notice of the decision to end this Process. However, if either Participant satisfies a court that there is an emergency which must be dealt with before the 30 day period expires, then that court application will not be a breach of this contract.

10. CONFIDENTIALITY

- 10.1 All written and verbal communications and information exchanged within this Process is confidential and without prejudice.
- 10.2 If either of us brings a court application or action against the other after the process is complete or has been ended, we agree that:
- (a) nothing in this contract prevents the later use of any documents which would otherwise be producible in the court process;
 - (b) neither Participant may use the following as evidence in court:
 - (i) information disclosed during this Process with respect to either Participant's behaviour or proposals for settlement; or
 - (ii) any reports, opinions or notes of any Expert or Consultant provided in this Process unless both parties consent in writing and the Expert or Consultant consents to the use of the report, opinion, or notes;
 - (c) neither Participant may require the production of any minutes, notes, records, or documents in the Lawyer's possession prepared during this Process; and
 - (d) neither Participant shall compel either Lawyer or any Expert or Consultant to attend for examination or to testify in any court proceedings, with regard to matters disclosed during this Process.
- 10.3 We agree that paragraphs 10.1 and 10.2 do not apply if it is necessary to rely upon the statement of a Participant, Expert, Consultant, or lawyer or upon an Expert's or Consultant's work product as a defence to a future action by the other Participant to change or set aside the written agreement reached through this Process.

11. GUIDELINES AND EXPECTATIONS

11.1 Each of us agrees to:

- ▶ Be patient. Delays in the process can happen, even though everyone is acting in good faith.
- ▶ Be willing to commit the time required to meet regularly and be prepared for each meeting.
- ▶ Attack the problems and concerns at hand. We will not attack each other.
- ▶ Take responsibility for our own feelings, interests and choices.
- ▶ Express ourselves in terms of needs and interests and the outcomes we would like to realize, rather than predetermined solutions.
- ▶ Work for what we believe is the most constructive and fairest agreement for both Participants and their family.
- ▶ Commit to the fullest development of choices and alternatives.
- ▶ Take the time to gather the facts, explore each other's interests, and generate options to achieve a settlement tailored to meet the needs and interests of both Participants and their family.
- ▶ Recognize and respect the process needs of each other.
- ▶ Be willing to attend a final meeting where the agreement will be reviewed and finalized.

11.2 We agree to use our best efforts to observe the following during our settlement meetings:

- ▶ We will not interrupt when someone else is speaking. Each Participant and each lawyer will have a full and equal opportunity to speak on every issue presented for discussion.
- ▶ We will each just say "No" if something is unacceptable.
- ▶ We will be respectful.

- ▶ We will not use language that blames or finds fault with the other. We will not use inflammatory or sarcastic words.
- ▶ We will recognize the futility of arguing.
- ▶ We will each speak for ourselves, making “I” statements. We will use each other's first names and avoid “he” or “she”.
- ▶ When sharing a complaint, we will raise it as a concern and follow up with constructive suggestions as to how it might be addressed.
- ▶ We will listen carefully and try to understand what each person is saying without being judgmental about the person or the message.
- ▶ Before speaking, we will ask ourselves if the comment will help move the negotiations closer to the goal of settlement acceptable to both parties.

12. **AGREEMENT AND PLEDGE**

12.1. We agree to these terms and pledge to comply with both the written word and the spirit of this Agreement and this Collaborative Family Law Process.

DATED:

LAWYER FOR

LAWYER FOR
