

Brant Haldimand Norfolk Collaborative Family Law Group Participation Agreement

**CLIENT (WIFE)
& wife's lawyer**

AND

**CLIENT (HUSBAND)
& husband's lawyer**

We have chosen to enter into this Agreement using the principles of the Collaborative Law process to settle the issues arising from the dissolution of our spousal relationship.

I. The Collaborative Law Process

We acknowledge that

- (a) Collaborative Law is a voluntary process for resolving conflict in a cooperative way through confidential settlement conferences,
- (b) the essence of Collaborative Law is the belief that it is in our best interest and that of our families to avoid adversarial proceedings and to work together to create shared solutions so as to resolve differences justly and equitably with minimum conflict, and
- (c) the goal of Collaborative Law is to maximize our settlement options, to increase our ability to communicate with each other, and to eliminate the negative economic, social and emotional consequences of litigation.

II. Principles Governing Participation in the Collaborative Law Process

- (a) Written and verbal communication will be respectful and constructive;
- (b) communication during settlement meetings will be constructive and will be focused on the economic and parenting issues arising out of the dissolution of our relationship;
- (c) neither of us or our lawyers will use the threat to withdraw from the process or to go to Court as a means of achieving a desired outcome or forcing a settlement;

- (d) we agree to deal with each other in good faith;
- (e) we will not take advantage of inconsistencies or miscalculations in information provided by each other but will disclose them and seek to have them corrected; any changes or corrections in information previously provided will be disclosed to each other immediately;
- (f) we will be encouraged to express our interests, needs, objectives, and proposals and we will seek to understand those of the other;
- (g) we will be encouraged to develop an array of options for settlement and to negotiate a mutually acceptable settlement;
- (h) our lawyers' representation is limited to providing services within the Collaborative Law process; both lawyers are disqualified from representing us in a contested Court proceeding against the other spouse in a matrimonial matter; and
- (i) our agreement and that of our lawyers to participate in the Collaborative Law process does not preclude us from participating in any other alternate dispute resolution process such as mediation or arbitration.

III. No Court or Other Intervention

By choosing the Collaborative Law process, we commit ourselves to resolving this case without adversarial court involvement. We do not waive the right to seek the assistance of the Court, but for so long as this Agreement is in effect we agree to devote all of our efforts to reach a negotiated settlement in an efficient, cooperative manner according to the terms of this Agreement. The Collaborative Law process will not be violated by the consensual filing of necessary Court documents to give effect to the provisions of our agreements.

IV. Termination of Collaborative Law Process

Resort to adversarial court action automatically ends the Collaborative Law process. As well, either of us may at any time and for any reason terminate the Collaborative Law process by giving written notice to the other and to the lawyers.

V. Withdrawal of Counsel

Counsel for either of us may withdraw at any time during the process for any reason. The withdrawal of a lawyer does not necessarily terminate the Collaborative Law process. If either lawyer withdraws, we may choose to retain a new collaborative lawyer who will

agree in writing to be bound by this Agreement. We agree that we will

cooperate with a new collaborative lawyer by providing him or her with the file, subject to the payment of all reasonable and proper counts, and all documents and information to facilitate the transfer to successor counsel.

VI. Counsel's Role

Each of us is entitled to select the collaborative lawyer of his or her choice, and we agree that our lawyers are entitled to reasonable compensation. Each lawyer is independent from the other lawyer and has been retained by only one party in the Collaborative process. The lawyer's role is to provide legal advice in an organized framework to assist us to reach agreements. As well, counsel will help us to communicate with each other, to express our needs, goals, and feelings, to identify issues, collect and interpret data, locate experts, ask questions, make observations, suggest options, and prepare any necessary paperwork.

VII. Disqualification as a Result of Court Intervention

No lawyer representing us in this Collaborative Law process shall represent us in Court in a matrimonial law proceeding against one or the other of us. In the event that we desire to proceed to Court, the Collaborative Law process shall terminate and our lawyers are disqualified from representing either of us in the litigation.

VIII. Issues Concerning Children

In resolving issues about sharing the enjoyment of our children and our responsibility for our children, we shall make every effort to reach solutions which promote the children's best interests. We will not involve the children in the disputes and we will promote a caring and loving relationship between the children and each of us. We will refrain from making negative comments about each other, and we will demonstrate to the children an attitude of respect and cooperation toward the other parent.

IX. Exchange of Information

We agree to provide promptly to each other all important information which may affect any of the choices either of us has to make regarding the collaborative process or the issues to be resolved. We agree to provide sworn Financial Statements making full and fair disclosure of our incomes, assets and debts if requested. No formal discovery procedures such as examination under oath will be used unless we specifically agree in advance.

X. Use of Experts

We may retain neutral experts such as mediators, counsellors, parenting coaches, child specialists, financial planners, actuaries, business valuers, and income tax experts. All experts retained in the Collaborative Law process will be retained by us jointly and will be directed to work for both of us in order to help resolve the issues.

XI. Confidentiality

All communication and information exchanged within the Collaborative Law process is confidential and without prejudice. If subsequent litigation occurs, we agree that:

neither of us will introduce as evidence in Court information disclosed during the Collaborative Law process except documents otherwise compellable by law, including any sworn financial statements made by the parties;

neither of us will introduce as evidence in Court information disclosed during the Collaborative Law process with respect to either party's conduct, behavior, or proposals for settlement;

neither of us will introduce as evidence in Court any expert reports, opinions, or notes prepared in the Collaborative Law process unless we both accept, in writing, the opinion of the expert;

neither of us will require at any Court proceedings the production of any notes, records or documents in our lawyers' possession or any expert reports, opinions, or notes prepared in the Collaborative Law process;

neither of us will request or compel either lawyer or any expert to attend Court to testify in any Court proceedings or to attend for examination under oath, with regard to matters disclosed during the Collaborative Law process.

XII. Rights and Obligations Pending Settlement

While the Collaborative Law process is ongoing, unless otherwise agreed in writing, we agree that:

- (1) we will not dispose of any assets or change beneficiaries or title to property, except as may be required for usual household expenses or in connection with the operation of an existing business;

- (2) all existing insurance coverage will be maintained and shall continue without change in coverage or beneficiary designations;
- (3) all existing extended health and dental benefits will be maintained in force for both of us and for the children;
- (4) we will not change the ordinary residence of the children nor remove them from the Province of Ontario;
- (5) we will not incur any debts or liabilities for which the other may be held responsible; and
- (6) we will respect each other's privacy.

XIII. Agreements

In order to provide each of us with a feeling of safety and security, without which full commitment to the Collaborative Law process is impossible, we understand that some temporary agreements may be necessary and that these may include mutual restraining agreements. We will work in the Collaborative Law process to reach those agreements to allow us both to proceed with safety and security while permanent agreements are negotiated. We further agree that any temporary or final agreement which we sign may be presented to the Court as a basis for an Order.

XIV. Limitations

The husband believes that the date of separation was; the wife believes that the date of separation was *. Our lawyers advise that the earliest limitation date is *. If a limitation period is imminent or approaching, we agree that we will file such court documents as are necessary to preserve the limitation period for a court action and, notwithstanding such filing, we agree to continue the collaborative law process. The designation of dates in this paragraph is to be used solely for identifying the earliest possible limitation period expiry date. We further agree that the consensual filing of court documents does not violate the collaborative law model and the agreement we are now making.

XV. Agreement

We have read this Agreement, we understand its terms and conditions, and we agree to abide by them.

Date: , 200 _____

Date: , 200 _____

Lawyers

We acknowledge and undertake to use our skills and our professional training to assist the parties to give full force and effect to the terms of this Agreement and we agree to be bound by the terms herein as participants and as counsel to our clients.

Date: ,200 _____

Date: ,200 _____