

**AGREEMENT TO THE  
PRINCIPLES AND GUIDELINES  
OF COLLABORATIVE LAW ©**

**I. INTRODUCTION**

A. \_\_\_\_\_ and \_\_\_\_\_ (the parties) have chosen to use Collaborative Law to settle their divorce issues. They have retained lawyers, \_\_\_\_\_ and \_\_\_\_\_ who agree to use Collaborative Law to assist them in the process.

B. The essence of “Collaborative Law” is the shared belief of the participants that is in the best interest of parties and their family members to avoid litigation. The process relies on an atmosphere of honesty, cooperation, integrity, and professionalism geared toward the future well-being of the parties and their child/children.

C. We are adopting the Collaborative Law process to eliminate the negative economic, social, and emotional consequences of litigation to the participants and their families. We commit ourselves to the Collaborative Law process and agree to resolve our differences fairly.

**II. NO COURT INTERVENTION**

By choosing the Collaborative Law process, we are committing ourselves to settling the case without court intervention. The parties agree to give complete, full, honest and open disclosure of all information, whether requested or not, and to engage in informal discussions and conferences for the purpose of reaching a settlement of all issues. All lawyers, accountants, therapists, appraisers, and other consultants retained by the parties will be directed to work in a cooperative effort to resolve issues without resort to litigation.

**III. DISQUALIFICATION BY COURT INTERVENTION**

A. The parties understand that their lawyer’s representation is limited to the Collaborative Law process. Each lawyer serves as his/her client’s advisor, confidant, counselor, advocate, and negotiator. However, the lawyer cannot represent the client in court, or be named as the client’s lawyer on any document filed with the court other than an agreement of the parties, or go to court in person with the client other than to the uncontested divorce.

- B. If a party or a lawyer files a court document (other than the agreement and other documents necessary for the uncontested divorce), both lawyers will be disqualified from representing their clients. "Court documents" includes a request for emergency (ex parte) orders. Except upon written agreement of the parties to the contrary, all consultants will be disqualified as witnesses and their work product will be inadmissible as evidence in the case if it ceases to be a Collaborative Law case.

#### **IV. NEGOTIATION IN GOOD FAITH**

We understand that the process, even with full and honest disclosure, will involve vigorous good-faith negotiation. Each party will be expected to take reasoned positions in all disputes. Where such positions differ, each party will be encouraged to compromise where necessary to reach a settlement of all issues. Although the parties should be informed by their lawyer and consultants about the litigation process and the results it may attain, neither a party or a lawyer may use threats of going to court as a way of forcing a settlement.

#### **V. COMMUNICATION**

Written and oral communications will be respectful and constructive. The parties intend to discuss and explore the interest they have in achieving a mutually agreeable settlement. We agree that communication during settlement meetings will be focused on the economic and parenting issues in the divorce and resolution of those issues. Each will speak freely and express his or her needs, desires, and opinions without criticism or judgment by the other. Unless otherwise agreed, we (the parties) shall not discuss the divorce issues outside of the settlement meetings.

#### **VI. THE CHILD/CHILDREN**

The parties agree to make every effort to reach amicable solutions about sharing the enjoyment of and responsibility for the child/children that promote the child's/children's best interests. The parties agree to act quickly to mediate and resolve differences related to the child/children to promote a caring, loving, and involved relationship between the child/children and both parents.

The parties acknowledge that inappropriate communications regarding their divorce can be harmful to their child/children. They agree that settlement issues will not be discussed in the presence of their child/children, or that communication with the child/children regarding these issues will occur only if it is appropriate and done by mutual agreement, or with the advice of a child specialist. The parties agree not to make any changes to the residence of the child/children without first obtaining the written agreement of the other party.

## **VII. CONFIDENTIALITY**

All communication exchanged within the Collaborative Law Process will be confidential and without prejudice. If subsequent litigation occurs, the parties mutually agree:

- A. That neither party will introduce as evidence in Court information disclosed during the Collaborative Law Process for the purpose of reaching a settlement, except documents otherwise compellable by law, including the financial affidavit form.
- B. That neither party will introduce as evidence in Court information disclosed during the Collaborative Law Process concerning either parties' behavior or legal position regarding settlement;
- C. That neither party will ask or subpoena either lawyer or any of the consultants to Court to testify in any court proceedings, or with regard to matters disclosed during the Collaborative Law Process;
- D. That neither party will require the production at any Court proceedings of any notes, records, or documents in the lawyer's possession or in the possession of one of the consultants; and

The parties agree that this agreement on confidentiality applies to any subsequent litigation, arbitration, or other process for dispute resolution.

## **VIII. RIGHTS AND OBLIGATIONS BEFORE SETTLEMENT**

Although the parties have agreed to work outside the court system, they agree that:

- ? Neither party will transfer or dispose of any assets unless the parties agree in writing
- ? Neither party will use any asset as collateral for a loan, unless the parties agree in writing.
- ? Neither party shall harass the other party.
- ? All available insurance coverage will be maintained and continued without change in coverage or beneficiary designation.

## **IX. ENFORCEABILITY OF AGREEMENTS**

If the parties require a temporary agreement during the Collaborative Law process, the agreement will be put in writing and signed by the parties and their lawyers. If either party withdraws from the Collaborative Law Process, the written temporary agreement shall be enforceable and may be presented to the Court as a basis for an order, which the Court may make retroactive to the date of the written agreement. Once the final agreement is signed, if a party should refuse to honor it, it may be presented to the Court in any subsequent action.

## **X. LIMITATIONS OF COLLABORATIVE LAW PROCESS**

- A. In electing the Collaborative Law process, we understand there is no guaranty of success. We further understand we cannot eliminate concerns about the disharmony, distrust, and irreconcilable differences, which have led to the current conflict. While we all are intent on striving to reach a cooperative and open solution, actual performance may fall short.
- B. We (the parties) expect to protect our respective interests and will not to lapse into a false sense of security in the expectations each hold about the other. The parties may continue to act in their own best interests, and not in the other party's interests, in areas which are outside the dispute, such as in changing estate plans and future financial and other activities.

**XI. PARTICIPATION WITH INTEGRITY**

As participants in the Collaborative Law process, we are concerned about protecting the privacy, respect, and dignity of all involved, including parties, lawyers, and consultants. Each participant shall uphold a high standard of integrity, and specifically shall not take advantage of inconsistencies and other miscalculations, but shall disclose them and seek to have them corrected.

**XII. EXPERTS AND CONSULTANTS**

We agree that any experts, such as appraisers, shall be hired jointly. (Alternative) In selecting outside help, the parties are encouraged to retain joint experts and consultants. In the event each party retains a separate expert, each shall be directed to follow the spirit and direction of these Principles and Guidelines, and to collaborate with each other, meet and confer, and, if possible, render joint statements on the issues in dispute.

**XIII. ABUSE OF COLLABORATIVE PROCESS**

A. Collaborative counsel are encouraged to promptly withdraw if they learn that their client has withheld or misrepresented information or otherwise acted so as to undermine or take unfair advantage of the Collaborative Law process. Such actions may include violation of the “Rights and Obligations Before Settlement” set out in paragraph VIII above, failure to disclose the existence or the true nature of assets and/or obligations, on-going emotional or physical abuse of the minor child/children of the parties, or withholding a secret plan or intention to change the residence of the child/children without agreement.

B. We understand that the sanctions against lawyers who abuse the Collaborative Law process, or condone or encourage such abuse by their clients, include the diminution of that lawyer’s reputation in the legal community, including the domestic relations masters and judges.

**XIV. WITHDRAWAL OF COUNSEL**

- A. If a lawyer decides to withdraw from the case for any reason, he/she agrees to do so immediately by a written notice of withdrawal to all parties and their lawyers. This may be done without terminating the status of the case as a Collaborative Law case.
  
- B. The party losing his or her lawyer may retain a new lawyer who will agree in writing to be bound by this agreement, or may continue in the Collaborative Law process without an attorney.

**XV. ELECTION TO TERMINATE COLLABORATIVE PROCESS**

If a party or lawyer decides that the Collaborative law process is no longer appropriate, and elects to terminate the Collaborative Law process, he or she shall do so immediately with written notice to all parties and their attorneys.

**XVI. SELECTION OF NEW ATTORNEY; ADDITIONAL FEES**

If the case is no longer proceeding as a Collaborative Law matter, the lawyers agree to aid their respective clients in the selection of a new lawyer. The parties understand that if the case is no longer proceeding as a Collaborative Law matter, the costs of retaining a new lawyer may equal to or exceed that paid to his or her current lawyer.

**XVII. PLEDGE**

Both parties and their lawyers acknowledge that they have read this Agreement, understand its terms and conditions, and agree to abide by them. The parties have chosen the Collaborative Law Process to reduce emotional and financial costs, and to generate a final agreement that addresses their concerns. They agree to work in good faith to achieve these goals.

All parties and lawyers hereby pledge to comply with and to promote both the spirit and written word of this document.

\_\_\_\_\_  
Party

\_\_\_\_\_  
Party

\_\_\_\_\_  
Counsel

\_\_\_\_\_  
Counsel

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date