

COLLABORATIVE LAW PARTICIPATION
AGREEMENT BY AND BETWEEN

AND

COLLABORATIVE LAW PARTICIPATION AGREEMENT

1. INTRODUCTION

We acknowledge that the basis of collaborative family law is the shared belief of the participants that it is in the best interest of individuals and their families to commit themselves to avoiding litigation and resolving their differences with minimal conflict.

We therefore adopt this conflict resolution process which does not rely on a court-imposed resolution, but relies instead on an atmosphere of honesty, cooperation, integrity and professionalism geared toward the future well-being of the parties and their families.

Our goal is to maximize settlement options for the benefit of all parties and minimize, if not eliminate, the negative economic, social and emotional consequences of protracted litigation for the parties and their families. We have each individually retained an attorney who has been trained in collaborative law to assist us in reaching this goal.

2. NO COURT INTERVENTION

We commit ourselves to settling our case without court intervention and agree to cooperate in resolving our differences justly and equitably.

We agree to give full, honest and open disclosure of all relevant information, whether requested or not, and to engage in informal discussions and conferences to settle all issues.

We agree to direct our collaborative family law attorneys and any other consultants retained by us to work in a cooperative effort to resolve issues without resort to any external decision making process except as mutually agreed upon by us.

3. CAUTIONS

We understand that there is no guarantee that the collaborative family law process will be successful in resolving our case and that the success of the collaborative process depends on the commitment of the participants to the process and on their good faith efforts to satisfy the needs and interests of both parties.

We understand that the collaborative process cannot guarantee the elimination of disharmony, distrust, and differences of opinion that have led to the current conflict, but we agree to work with our respective collaborative attorneys and any consultants we select in an effort to resolve or minimize the negative emotional and behavioral dynamics that contribute to conflict.

We understand that we are still expected to assert our respective interests and that our own attorney will help us to do so. Cooperation does not mean that a party must put the interests of the other ahead of her/his own interests, except when it is advantageous to do so.

We understand that the collaborative process is incompatible with litigation. Therefore, we agree that neither party, nor her or his attorney, will use the Court, or any agency of the Court, to resolve issues except as expressly agreed by all participants. The parties may consent to enter any agreement as a Court Order.

We understand that if the collaborative process is terminated in our case, the parties must select new attorneys because the collaborative attorneys may not continue to represent either party nor assist new counsel in any respect. We understand that we will likely incur additional fees in retaining new counsel in that event.

4. INDEPENDENT REPRESENTATION

We understand that the collaborative law attorneys do not represent both parties. While both attorneys are committed to negotiating in an atmosphere of honesty and integrity, neither party can look to the attorney representing the other party to provide legal advice or information. We understand that each attorney is an advocate for her or his client only. No legal duty is owed to either party by the other party's attorney, and no attorney-client relationship exists between one party's attorney and the other party.

We understand that we must continue to rely solely on the advice of our own attorney and never rely on the advice of the attorney representing the other party. Each attorney continues to have an obligation to represent his/her client diligently and cannot represent the legal interests of the other party.

5. PARTICIPATION WITH INTEGRITY

We agree to protect the privacy and respect the dignity of all participants in the collaborative family law process, including the parties, attorneys and consultants.

We agree to maintain a high standard of integrity and will not take advantage of each other or of the miscalculations or inadvertent mistakes of others. But instead will identify and correct them.

6. EXPERTS AND CONSULTANTS

If outside help is desirable, the parties are encouraged to retain joint experts or consultants for the express purpose of minimizing expenses. We agree that selection of a joint expert or consultant will not obligate the parties to accept the report or opinion of that expert. Each party may retain separate or additional experts desired in developing information relevant to reaching an agreement. We agree to direct any retained experts or consultants to follow the spirit and direction of the principles in this Agreement. If desirable, the parties may request that the experts and consultants collaborate with one another, meet and confer, and where appropriate, render joint statements or opinions on the issues in dispute.

We agree that any expert or consultant retained separately or jointly by us in the collaborative process may not be later retained separately by either party and may not participate in any subsequent litigation between the parties, unless we agree otherwise in writing.

7. NEGOTIATION IN GOOD FAITH

We agree to make every effort to communicate respectfully and constructively, trying at all times to focus on the parenting and economic issues and the constructive resolution of those issues.

We agree to protect each party's ability to speak freely and express her or his needs, desires and opinions without criticism or judgment.

We agree that no formal discovery procedure will be used unless specifically agreed to by the parties. We agree to make full and fair disclosure of all assets, income, debts and any additional information necessary for a principled and complete settlement and acknowledge that participation in the collaborative law process is based upon the assumption that both parties have acted in good faith and have provided complete and accurate information to the best of their ability.

We understand that the collaborative process, even with full and honest disclosure, will involve vigorous good faith negotiation and that each of us will be expected to take a reasoned approach to all disputes. When we disagree, each of us will be encouraged to use our best efforts to create proposals that meet the fundamental needs of both parties and, if necessary, to compromise to reach settlement of all issues.

We agree that although each of us may discuss the likely outcome of a litigated result, none of us will use threats of withdrawal from the collaborative process or litigation as a way of forcing settlement.

8. COLLABORATIVE COMMUNICATIONS

We agree that in any court or other proceeding we will not request, subpoena or summons a collaborative lawyer, a collaborative party, or a nonparty participant in the collaborative process to make disclosure or to testify as a witness regarding a communication made during the collaborative process unless, during the proceeding, the agreement under this paragraph is expressly waived by all parties in writing. In the case of communications by a nonparty participant in the collaborative process, the waiver of the agreement under this paragraph shall be effective only if the nonparty participant also expressly agrees to the waiver. A nonparty participant is a person, other than a party and the party's collaborative lawyer, who participates in the collaborative process, including any person retained by the parties for professional services during the collaborative process or any person who is present at a collaborative process session.

9. ENFORCEABILITY OF AGREEMENTS

We agree that in the event that either party requires a temporary agreement for any purpose, the agreement will be put in writing and signed by the parties and their respective attorneys. We understand that if the collaborative process is terminated, the written agreement 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. We understand that either party may have the final agreement incorporated into any subsequently entered divorce decree and that the final agreement may be presented to the Court in any subsequent action for enforcement.

10. WITHDRAWAL OF ATTORNEY

If either attorney deems it appropriate to withdraw from the case for any reason, that attorney agrees to do so immediately by written notice to all other participants. This may be done without terminating the status of

the case as a collaborative law case. The party losing her or his attorney may continue in the collaborative process by retaining a new collaborative law attorney who will agree in writing to be bound by these guidelines and principles.

We understand that the collaborative law attorneys will withdraw from a case as soon as possible upon learning that either of their clients has withheld or misrepresented information or otherwise acted so as to undermine or take unfair advantage of the collaborative process. In that event, the collaborative process will terminate.

11. WITHDRAWAL OF PARTY

We agree that if a party decides to withdraw from the collaborative process: 1) prompt written notice will be given to the other party and all other participants; 2) there will be a thirty-day waiting period before initiating court proceedings; and 3) all interim agreements will remain in effect during this period. However, if either party satisfies a Court that there is an emergency requiring immediate action which must be dealt with before the thirty-day period expires, then that Court action will not be a breach of this contract. We intend by this provision to prevent surprise and prejudice to the rights of any party. We agree that either party may bring this provision to the attention of the Court in requesting postponement of a hearing.

12. DISQUALIFICATION BY COURT INTERVENTION

We understand that the attorneys' representation is limited to the collaborative family law process. Neither attorney can ever represent a party in any aspect of a litigation process against the other party or aid successor counsel in doing so except as strictly necessary to implement the resolution reached through the collaborative process. In the event a Court filing occurs (other than the filing of a Divorce Complaint and other documents which the parties agree are necessary to effectuate their resolution), both attorneys will be disqualified from representing either client. We agree that any action that has been initiated prior to commencement of the collaborative process shall be withdrawn, and in no event shall be pursued in Court or any agency thereof, except by agreement as necessary to effectuate the resolution reached through the collaborative process.

In the event that the collaborative family law process terminates, all attorneys and consultants will be disqualified as witnesses and their work product will be inadmissible as evidence unless the parties agree otherwise in writing.

13. ACKNOWLEDGMENT AND PLEDGE

The parties acknowledge that they have had an opportunity, prior to the execution of this Agreement, to meet privately with counsel of their choosing to discuss the advantages and limitations of the various processes available to them in resolving their issues. We have received a copy of the ABA Handbook for Clients which describes the dispute resolution options available to clients. Having carefully weighed the benefits and detriments associated with their options, each has elected to limit the scope of their respective attorney's representation, and each waives the use of the procedures and protections of the litigation method and mediation method in favor of the protections and procedures of the Collaborative Family Law method.

We have read this agreement, understand all the terms and conditions and agree to abide by them. We understand that by agreeing to this alternative method of resolving our domestic issues, we are giving up certain rights, including the right to formal discovery, formal Court hearings, and other procedures provided by the adversarial legal system. We have chosen the collaborative law process and agree to work in good faith to achieve the goals stated herein.

Under the collaborative law approach we make the following agreements: that every effort will be made to settle the case; that if settlement is impossible the attorneys for both parties will withdraw and will not represent the parties in litigation; and that no one in the attorneys' firms will represent either party in litigation of the domestic matter.

Under the "Collaborative Law Participation Agreement," we acknowledge that we are waiving the following rights that would otherwise be available to us through the litigation process: (1) The right to formal discovery, including but not limited to discovery of assets and liabilities; (2) The right to have each and every item of marital property valued and to have the Court resolve any disputes with respect to valuation; (3) The right to have a Court divide the

marital property in a manner that the Court determines to be equitable under Pennsylvania Law; (4) The right to have a Court order spousal support, alimony pendente lite and alimony. We acknowledge that these rights are still available to us in the event the collaborative process terminates for any reason.

We have read this agreement, understand all the terms and conditions, and pledge to comply with and promote the spirit and written word of this document.

Date: _____

Date: _____
