Collaborative Law Participation Agreement

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THIS AGREEMENT is between _____ and his/her Collaborative attorney, _____; _____ and his/her Collaborative attorney, _____; and _____, coach/financial specialist/child specialist; and _____coach/financial specialist/child specialist.

I. Pledge

We pledge to participate in good faith in this process to resolve our legal issues with no court, minimal conflict and no coercion. Instead, we will engage in respectful, honest collaboration, striving to seek a resolution of our family matters directly. We seek a resolution that balances the best interests of ourselves and our children, while utilizing a Collaborative team that includes lawyers, and may include

other professionals such as coaches, a child specialist and financial professionals, as appropriate (referred to in this agreement as collaborative “professionals” or “consultants”).

II. Process

Collaborative Law is chosen as the settlement process to resolve our legal issues. This process rests on the belief that civilized, respectful, low-conflict participation in out-of-court mutual negotiations best meets the needs of all members of our family. The process relies on an atmosphere of honesty, cooperation, integrity and professionalism. Essential elements of the Collaborative process include identification of our goals and interests, and our empowerment to make decisions on a level playing field. We, our attorneys, coaches, financial consultants and other Collaborative professionals all subscribe to this process and to the Ground Rules attached to this Participation Agreement.

III. Communication

Constructive, respectful, appropriate and honest discussions with lawyers and any Collaborative professionals on the team is required of all of us. We will do our utmost, in and out of meetings, to focus on needs and interests rather than hostile positions. We agree to focus our discussions in settlement meetings on the economic and parenting issues of our situation and the constructive resolution of those issues. We understand that the costs for settlement meetings are substantial and require our cooperation to make the best possible use of available resources.

We will discuss our issues only in the settlement conference setting. Discussions outside of the conference setting must be agreed to in advance by both of us and our lawyers.

We shall take particular care not to expose our children to inappropriate communications regarding adult issues, and to protect them from the conflicts between us. We acknowledge that inappropriate communications regarding our issues can be harmful to our children, and agree that our children shall not be included in discussions regarding the matter, except as recommended by the Collaborative team.

IV. Information

We shall deal with each other in good faith and shall promptly make full and complete disclosure of all relevant information. We will promptly update information that has materially changed. If a Collaborative attorney or other Collaborative professional learns that a party has not made full disclosure, s/he shall discuss the matter with the party, and if the party refuses to disclose, the Collaborative professional shall terminate the Collaborative process.

By using an informal exchange of information and/or signed authorization forms, we are setting aside certain procedures for the duration of the Collaborative process including, but not limited to, formal discovery proceedings, retraining orders, subpoenas, depositions, and formal court hearings.

We may seek an opinion from an attorney outside this process; however, the party doing so needs to promptly disclose to the participants
only that an outside opinion has been sought.

V. Participation with Integrity

We are concerned about protecting the privacy, respect and dignity of all participants in the Collaborative process. Both of us, and all Collaborative professionals, shall uphold a high standard of integrity. Specifically, no one shall take

advantage of inabilities, deficiencies, inconsistencies, misinformation, miscalculations or oversights of another, but rather shall openly acknowledge them and seek to correct or abate any consequences of these matters. Integrity also includes keeping informal commitments and agreements made during the Collaborative process and respecting each other's privacy throughout the Collaborative process.

VI. Protecting Children

In the Collaborative process, we are working toward a loving and involved relationship between the children and both parents. Therefore, we shall make every reasonable effort to reach amicable solutions that promote the best interests of our children and consider the desires and responsibilities of both of us. We agree to avoid making threats or taking positions regarding parenting as strategies in negotiation.

VII. Confidentiality

Unless we specifically direct our attorneys to keep something confidential, it is expected that our Collaborative attorneys and the other Collaborative professionals on our team will communicate with each other and will share information in order to plan meetings and to effectively assist us in reaching an agreement. However, our attorneys will not negotiate for us, nor will they reach an agreement on our behalf; we are the final decision-makers.

We understand that communications and information produced or discussed by us in this case shall be confidential and without prejudice. Neither of us will introduce as evidence in court any information disclosed or documents prepared during the Collaborative process (including but not limited to notes, minutes, emails, letters, records, intra-team communications,

etc.) except documents otherwise compellable by law, such as income tax returns, pay stubs, account statements, etc., and if we complete them, our sworn Statements of Net Worth.

Neither of us will introduce as evidence in court any information about the content of discussions during Collaborative meetings or either party's behavior with respect to Collaborative meetings.

Neither of us shall be permitted to request, subpoena or bring an application for discovery of any document or request testimony in any court proceeding from an attorney or Collaborative professional used during the Collaborative process.

Unless otherwise agreed between us and the relevant Collaborative consultant, neither of us shall be permitted to introduce as evidence in court information disclosed to, or documents prepared (including but not limited to opinions, notes, records, etc.) by a Collaborative consultant used during the Collaborative process.

If a person does try to subpoena or introduce such confidential evidence, s/he shall be liable to pay the attorney's fees and any other expenses incurred by the person who opposes the introduction or disclosure of such evidence. Said liability shall be limited to the fees and expenses incurred in raising opposition to introduction or disclosure of such evidence.

VIII. Commencement and Termination of the Collaborative Case

Commencement of the Collaborative case begins upon the signing of this Collaborative Practice Participation Agreement.

If we opt to use any Collaborative consultants, we will sign

this, or a similar agreement, with the Collaborative consultant.

This Collaborative case, once begun, shall be terminated in these instances:

A. Upon the successful resolution of the case with a written Settlement or Separation Agreement and, if applicable, the receipt of court orders or judgments embodying such agreement;

B. By the initiation of any litigation or court proceeding, except, upon agreement, to embody an agreement reached during the Collaborative process;

C. By decision of either party to withdraw from the process;

D. By withdrawal or discharge of an attorney on the team who is not replaced within a reasonable time by another Collaborative attorney;

E. By the discovery of an act of any participant that violates the terms of spirit of this Participation Agreement (unless excused by agreement of all parties.)

Termination of the Collaborative case by the events listed in C, D and E shall be completed by prompt written notice to all participants and Collaborative professionals by the lawyers. Upon termination of a Collaborative case, the Collaborative attorneys and Collaborative consultants are discharged. We understand that it will be necessary to select new attorneys and additional fees will likely be required in retaining counsel.

After termination, while papers may be filed in court, there will be a 30 day period before any court appearance or hearing unless there is an emergency.

IX. Attorneys and Other Professionals in the Collaborative Process

While the Collaborative attorneys share a commitment to the process as described in this Agreement, each attorney has a professional, legal, and ethical obligation to represent his or her own client diligently, and cannot represent the legal interests of the other party to the Participation Agreement.

The Collaborative attorneys shall not threaten to undertake any contested court procedure related to the Collaborative case, nor shall either Collaborative attorney continue to represent a client who makes such a threat in a manner that undermines the Collaborative process.

The Collaborative attorneys and other professionals, including all members of their firms/offices, employees of their firms/offices, or attorneys acting of counsel to their firms/offices, are prohibited from representing either party against the other in any contested court proceeding, now or in the future. However, the Collaborative attorneys may submit documents comprising a judgment of divorce, domestic relations order, or family court order to a court upon agreement.

This disqualification clause survives the termination of the Collaborative process, notwithstanding any language to the contrary in any agreement between the parties.

X. Collaborative Agreements

Interim or temporary agreements are sometimes reached during a Collaborative case, and may be formal (i.e., legally enforceable) or informal (not legally enforceable). To be legally enforceable, the agreement reached shall be written, executed and acknowledged in a form that entitles a deed to be

recorded, so it will constitute a valid Separation Agreement, Prenuptial Agreement, or other enforceable agreement. A formal interim or temporary agreement, unless stated otherwise, will survive the termination of the Collaborative process, and can be presented to court by either of us seeking to have the terms of the formal interim or temporary agreement incorporated into future court action with retroactive effect.

XI. Rights and Obligations Pending Settlement

During the Collaborative process, except in the usual course of business consistent with our past practice or for payment of usual and customary household expenses, or upon mutual agreement:

A. Neither of us shall sell, transfer, encumber, conceal, assign, remove, or in any way dispose of any property, individually or jointly held by us; and

B. Neither of us shall incur unreasonable debts after the signing of this agreement, including but not limited to: further borrowing against any credit lines, using credit cards or cash advances against credit cards, or encumbering any asset; and

C. Our health, automobile, life, property and other insurance shall be maintained in is present form and there shall be no changes to beneficiaries of insurance policies or pensions; and

D. Neither of us shall transfer, encumber, assign, remove, withdraw or in any way dispose of any tax deferred funds, stocks or other assets held in any individual retirement accounts, 401K accounts, profit sharing plans, Keogh accounts, or any other pension or retirement account, and we shall further refrain from applying for or requesting the payment of

retirement benefits or annuity payments of any kind, without the consent of the other party.

This provision shall remain in full force and effect during the Collaborative process, unless terminated, modified or amended by agreement of the parties.

XII. Acknowledgement

We and our Collaborative professionals acknowledge that 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 dissolution issues, we are giving up certain rights by using the Collaborative process, including the right to formal discovery, formal court hearings, and other procedures provided by the adversarial legal system. We have chosen the Collaborative process and agree to work in good faith to achieve the goals stated herein.

_____	_____
(name)	(name)
_____	_____
Attorney for	Attorney for
_____	_____
Collaborative Consultant	Collaborative Consultant

STATE OF NEW YORK)
COUNTY OF TOMPKINS)

On the ____ day of _____, 20___ before me, the undersigned, a Notary Public in and for said state, personally appeared, _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the

individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public
Tompkins County New York
Commission expires

STATE OF NEW YORK)
COUNTY OF TOMPKINS)

On the _____ day of _____, 20__ before me, the undersigned, a Notary Public in and for said state, personally appeared, _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public
Tompkins County New York
Commission expires