

COLLABORATIVE LAW
PARTICIPATION AGREEMENT

Dated:

I. PURPOSE

Jane and her lawyer, **Joan**, and John and his lawyer, David Curtis, have chosen to use the principles of Collaborative Law to settle the issues arising from the dissolution of their marriage. The essence of Collaborative Law is the shared belief of the participants that it is in the best interests of the parties and their family to commit themselves to resolving their differences with minimal conflict. Therefore, the undersigned seek to adopt a conflict resolution process that does not rely upon a court-imposed resolution. The process does rely on an atmosphere of honesty, cooperation, integrity and professionalism. The parties have retained Joan and David Curtis to assist them in reaching this goal.

II. COMMUNICATION

The parties intend to effectively communicate with each other to efficiently and economically settle the dissolution of their marriage. Written and verbal communications will be respectful and constructive and will not make accusations or claims not based in fact.

It is agreed that communication during settlement meetings will be focused on the economic and parenting issues in the dissolution and the constructive resolution of those issues. The parties and their lawyers understand that the costs for settlement meetings are substantial and require everyone's cooperation to make the best possible use of available resources. To achieve this goal, the parties agree not to engage in unnecessary discussions of past events.

To maintain an objective and constructive settlement process, the parties agree to discuss settlement of their dissolution issues only in the settlement conference setting. Discussions outside of the conference setting must be agreed to by the parties and their lawyers. Settlement issues will not be discussed in the presence or the hearing of the parties' children, nor at unannounced times by telephone calls or appearances at the other party's residence.

The parties acknowledge that inappropriate communications regarding their dissolution can be harmful to their children. Communication with the 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 specifically agree that their children will not be included in any discussion regarding the dissolution except as described in this Agreement.

III. EXPERTS

When appropriate and needed, the parties will use neutral experts for purposes of valuation, cash flow analysis, parenting issues and any other issue which requires expert advice and/or recommendations. The parties will agree in advance as to how the costs of the third party expert will be paid.

Unless the parties agree otherwise, if the parties select and retain a joint expert to assist in the Collaborative Law process, neither party may retain such expert, nor may such expert participate in any subsequent litigation between the parties.

IV. INFORMATION

The parties and their lawyers agree to deal with each other in good faith to promptly provide all necessary and reasonable information requested. No formal discovery procedures will be used unless specifically agreed to in advance by the parties.

The parties acknowledge that by using informal discovery, they are giving up certain investigative procedures and methods that would be available to them in the litigation process. They give up these measures with the specific understanding that both parties make full and fair disclosure of all assets, income, debts, and other information necessary for a fair settlement. Participation in the Collaborative Law process, and the settlement reached, 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. The parties shall be required to sign a sworn statement making full and fair disclosure of their income, assets and debts.

V. PARTICIPATION WITH INTEGRITY

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

VI. CONFIDENTIALITY

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

- 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 sworn statements of net worth made by the parties;
- that neither party will introduce as evidence in Court information disclosed during the Collaborative Law process with respect to either party's behavior or legal position with respect to settlement;
- that neither party will ask or subpoena either lawyer to Court to testify in any court proceedings, nor bring an application to depose either lawyer, with regard to matters disclosed in the Collaborative Law process;
- that neither party will require production at any Court proceedings of any notes, records, or documents in the lawyer's possession.

VII. ENFORCEABILITY OF AGREEMENTS

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 lawyers. If either party withdraws from the Collaborative Law process, 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. Similarly, once a final agreement is signed, if a party should refuse to honor it, the final agreement may be presented to the Court in any subsequent action. In any settlement agreement reached during the Collaborative Law process, the lawyers and the parties may wish to recite the material facts upon which the settlement is based.

VIII. DISQUALIFICATION BY COURT INTERVENTION

Unless otherwise agreed, prior to reaching final agreement on all issues, no Complaint will be filed or served, nor will any other motion or document be prepared or filed which would initiate Court intervention.

The parties understand that their Collaborative Law lawyers' representation is limited to the Collaborative Law process. While each lawyer is the advisor of his or her client and serves as the client's representative, counselor, advocate and negotiator, the parties mutually agree that they will not authorize their lawyers to represent them or appear as counsel for them with respect to this matter in any Court or on any Court filings other than a mutually agreed upon submission of the documents comprising a Judgment for Divorce.

IX. ELECTION TO TERMINATE COLLABORATIVE LAW PROCESS

If a party decides to withdraw from the Collaborative Law process, prompt written notice will be given to the other party through his or her lawyer. Upon withdrawal from the Collaborative Law process there will be a thirty (30) day period (unless there is an emergency) before any Court hearing, to permit the other party to retain another lawyer and make an orderly transition. All temporary agreements will remain in full force and effect during this period. The intent of this provision is to avoid surprise and prejudice to the rights of the other party. It is therefore mutually agreed that either party may bring this provision to the attention of the Court in requesting a postponement of a hearing.

The parties understand that in the event of the termination of the status of this case as a Collaborative Law matter, it will be necessary to select new lawyers and additional fees will likely be required in retaining new counsel.

X. ACKNOWLEDGMENT

Both parties and their lawyers acknowledge that they have read this agreement, understand all of the terms and conditions, and agree to abide by them. The parties understand that by agreeing to this alternative method of resolving their dissolution issues, they are giving up certain rights, including the right to formal discovery, formal Court hearings, and other procedures provided by the adversarial system. The parties have chosen the Collaborative Law process and agree to work in good faith to achieve the goals stated herein.

Under the Collaborative Law approach, the lawyers and clients make the following agreements: that every effort will be made to settle the case; that if settlement is impossible, the lawyers for both parties will withdraw and will not represent any of the parties in litigation; and that no one in the lawyers' firms will represent either party in litigation of the domestic matter. Under this "Collaborative Law Participation Agreement" the parties acknowledge that they are waiving the following rights that would otherwise be available to them 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 decide any disputes between them with respect to valuation; (3) The right to have a Court divide the marital property in a manner that the Court determined to be equitable under Ontario law.

Date:

John

Jane

David Curtis

Joan