

REMOVE THIS PAGE OF INSTRUCTIONS AFTER YOU HAVE FINISHED THE CUSTOMIZING

Instructions on how to search and replace various participants' names throughout agreement:

Exact Wording in Agreement

(full name of Client 1)	Replace with actual full name (3 locations)
(full name of Client 2)	Replace with actual full name (3 locations)
wxw	Replace with Client 1 actual first name (many locations)
yxy	Replace with Client 2 actual first name (many locations)
Lawyer 1	Replace with actual Lawyer 1 full name (2 locations)
Lawyer 2	Replace with actual Lawyer 2 full name (2 locations)
(full name of Financial Professional)	Replace with actual Fin. Professional full name (1 location)
(full name of Family Professional)	Replace with actual Fam. Professional full name (1 or 2 locations)

To Search and Replace using any version of MS Word:

1. Use the *Ctrl H* shortcut command to make the Replace menu appear.
2. In “*Find What*” field, type in **exact wording in agreement, i.e.:** (full name of Client 1).
3. In “*Replace With*” field, type in the **actual** full name of Client 1.
4. Click “*Replace All*”
5. Repeat this operation for each of the participants' names listed above.

To REMOVE THIS PAGE AFTER CUSTOMIZING

Select the entire page and delete it

COLLABORATIVE PRACTICE PARTICIPATION AGREEMENT

(full name of Client 1) “wxw”

- and -

(full name of Client 2) “yxy”

1. **Choosing Collaborative Practice**

We choose Collaborative Practice to resolve the issues arising from our separation. In doing so, we agree to be respectful in our negotiations and to work together to achieve a mutually acceptable out of court settlement. We realize that we are responsible for the decisions we make. We understand that the process of separation takes place on legal, financial and emotional levels. We recognize that achieving our goals may require the assistance of professionals other than our lawyers.

2. **Guidelines for Participation in the Collaborative Process**

- a) We will deal with each other in good faith.
- b) Written and verbal communication will be respectful and constructive.
- c) We agree to follow the problem-solving steps set out in Schedule A to resolve our concerns.
- d) wyw and yxy will express her and his interests, needs, goals and proposals and seek to understand those of the other.
- e) wyw and yxy will develop an array of options for settlement and use their best efforts to negotiate a mutually acceptable settlement.
- f) We will not use the threat to withdraw from the Collaborative process or to go to court as a means of achieving a desired outcome or forcing a settlement.
- g) We will not take advantage of mistakes made by another, but will disclose them and seek to have them corrected. We will immediately correct mistakes and advise of changes to information previously given.

3. Collaborative Lawyers

- a) The Lawyers' representation is limited to providing services within the Collaborative process. Neither lawyer may represent either party should the Collaborative process end and the parties proceed to a contested court proceeding.
- b) While the lawyers share a commitment to the Collaborative process and the well-being of the family, each lawyer has a professional duty to represent her own client diligently, and is not the lawyer for the other party.

4. Collaborative Professionals

- a) When needed, wyw and yxy may engage other Collaborative professionals. Upon retaining a financial professional, Schedule B will be signed. Upon retaining a family professional, Schedule C will be signed.
- b) Neither spouse may unilaterally terminate the services of a neutral family professional or a neutral financial professional.

5. Other Professionals

When needed, wyw and yxy may engage other Collaborative professionals, such as family professionals, financial professionals, business valuers, tax experts, mediators, etc.

6. Exchange of Information/Communication

- a) wyw and yxy agree to exchange, on an ongoing basis, all information which may affect any choices or decisions either of them has to make in this process.
- b) We will decide together how to collect and exchange all information and documentation regarding wyw's and yxy's respective incomes, assets and debts. The form of this information exchange may be by:
 - Financial Statements;
 - Net Family Property Statements;
 - Net Worth Statements;
 - summaries or spreadsheets;
 - budgets;
 - other agreed upon formats.

c) When other professionals are engaged, wyw and yxy consent to the exchange of information between the Collaborative lawyers and other Collaborative professionals. From time to time it will be necessary for the Collaborative lawyers and the Collaborative professionals to communicate in order to co-ordinate efforts on behalf of wyw and yxy.

7. Confidentiality

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

- a) that neither of us 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 any sworn statements as to financial status made by us;
- b) that neither of us will introduce as evidence in Court information disclosed during the Collaborative Law Process with respect to either wyw's or yxy's behaviour or legal position with respect to settlement;
- c) that neither of us will ask or subpoena either lawyer or any of the Collaborative Professionals to Court to testify in any court proceedings, nor bring on an application to discover either lawyer or any of the Collaborative Professionals, with regard to matters disclosed during the Collaborative Law Process;
- d) that neither of us 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 Collaborative Professionals;
- e) the verbal agreements, concessions or statements of any kind whatsoever which may be made during the Collaborative Law Process are confidential and without prejudice; and
- f) we agree that these Guidelines with respect to confidentiality apply to any subsequent litigation, arbitration, or other process for dispute resolution.

The confidentiality clause does not apply in the event that either of us or a Collaborative Professional is obliged by law to report to the Superintendent of Family and Child Services information arising out of the collaborative process which gives either of us or a Collaborative Professional reasonable grounds to believe that a child may be in need of protection.

8. Withdrawal of Party or Lawyer from Collaborative Process

a) If either wyw or yxy decides to withdraw from the Collaborative process, he or she will provide written notice of the intention to withdraw and wait thirty days before starting any court proceeding, to permit both of them to retain new lawyers and make an orderly transition. Either wyw or yxy may bring this provision to the attention of the court to request a postponement of a hearing. Both wyw and yxy will provide a copy of this Agreement to their new lawyer.

b) If either wyw or yxy ends their professional relationship with his or her lawyer, but wishes to continue with the Collaborative process, he or she will provide written notice of this intention. The new lawyer will sign a new Participation Agreement within 30 days of the party giving notice. If a new Agreement is not signed within 30 days, the other person will be entitled to proceed as if the collaborative process was terminated as of the date written notice was given.

9. Mandatory Termination of the Collaborative Process

A lawyer must withdraw from the Collaborative process if his or her client has withheld or misrepresented important information and continues to do so; refuses to honour agreements; delays without reason; or otherwise acts contrary to the principles of the collaborative process.

10. Responsibilities Pending Settlement

During the Collaborative process, unless agreed otherwise in writing, wyw and yxy will:

- a) maintain assets and property;
- b) maintain all existing insurance coverage without change in coverage or beneficiary designations;
- c) maintain all existing health and dental benefit coverage; and
- d) refrain from incurring any debts for which the other may be held responsible.

11. Enforceability of Agreements

In the event that we require a temporary agreement during the Collaborative Law Process, the agreement will be put in writing and signed by both of us and our lawyers. If either of us withdraws from the Collaborative Law Process, the written agreement is 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. Similarly, once a final agreement is signed, if wyw or yxy should refuse to honour it, the final agreement may be presented to the court in any subsequent action. Further, only written agreements signed by both of us and witnessed shall be enforceable in a court of competent jurisdiction. Verbal agreements, concessions or statements of any kind which may be made during the Collaborative Law Process are unenforceable, confidential and without prejudice.

12. Privacy Policy

- a) wyw and yxy consent to allow the lawyers and Collaborative professionals to collect, use, disclose and retain personal information in order to provide services to them and to administer client time and billing data bases.
- b) wyw and yxy may withdraw their consent to the collection, use, disclosure and retention of their personal information as described above by giving the lawyers and Collaborative professionals reasonable written notice. Their withdrawal of consent still allows the lawyers and Collaborative professionals to use and disclose their personal information to collect or enforce payment of amounts owing as a result of their prior or continuing use of the Collaborative law firm or Collaborative professionals.

13. Acknowledgement of Commitment to Collaborative Process

We have read this Agreement in its entirety, understand its content and agree to its terms.

In the collaborative process hereunder wyw will be represented by Lawyer 1, and yxy will be represented by Lawyer 2.

DATED at _____, this _____ day of _____, 201 .

(Signature - Client 1)

I, Lawyer 1, confirm that I will represent
(full name of Client 1) in the
collaborative process hereunder.

Signature - Lawyer 1

(Signature - Client 2)

I, Lawyer 2, confirm that I will represent
(full name of Client 2) in the
collaborative process hereunder.

Signature - Lawyer 2

Schedule “A”

Collaborative Negotiation Steps For Effective Problem-Solving

Step 1 BUILD THE FOUNDATION

- Introduction and overview of the collaborative process
- Decide problems to be solved
- Discuss the role for other professionals, such as family, child and/or financial specialists

Step 2 GATHER AND EXCHANGE INFORMATION

- Identify goals, needs and interests
- Identify what financial information is needed
- Agree upon and initiate any joint valuations

Step 3 IDENTIFY INTERESTS

- Prioritize goals, needs and interests – immediate and long-term – regarding issues and process

Step 4 IDENTIFY CHOICES

- Explore widest range of possible solutions
- Consider everything, rule out nothing

Step 5 EVALUATE CONSEQUENCES OF EACH CHOICE

- How would each option affect each person and the children?
- Consider immediate, intermediate, long-term impacts

Step 6 COME TO A DECISION AND IMPLEMENT DECISION

- Generate settlement proposals that satisfy interests of both
- What do you see as the best solution for both?
- Prepare Separation Agreement incorporating joint decisions

Schedule “B”

Collaborative Financial Professional Agreement

1. Role of the Collaborative Financial Professional

The Financial Professional will assist clients and their legal representatives in reaching a financial settlement that reflects the needs of the clients and their family. In this role the Financial Professional has no authority or decision-making power but can help to ensure that financial outcomes meet client expectations by providing critical financial information. The Financial Professional can help the clients gather and understand financial information and examine options developed during the Collaborative process. More specifically, the Financial Professional can:

- Help clients gather relevant financial information
- Help the clients identify needs
- Help clients understand the financial information and various options developed
- Develop realistic budgets that reflect accurate future needs
- Provide long-term cash-flow analysis
- Illustrate potential long-term consequences of various settlement options

2. Obligation to Provide Relevant Information:

The clients agree to provide the Financial Professional with relevant financial information and understand that the Financial Professional will rely on this information, along with agreed upon assumptions, to develop her/his analysis. The clients agree that the Financial Professional will not be held accountable for any errors or omissions in his/her work product resulting from the client’s failure to provide accurate, reliable and complete financial information.

3. Independent Legal Advice:

The Financial Professional provides supporting financial information and evaluations to be utilized by both the clients and their respective lawyers. The Financial Professional does not provide legal advice.

4. Confidentiality:

When other Collaborative team professionals are engaged, both clients consent to the exchange of information between the Financial Professional and other Collaborative team professionals. Clients must provide written consent for the release of any information to anyone who is not a Collaborative team professional.

5. No Court Appearance:

Should either client decide to move from the Collaborative process into a court process, all materials, including all content (both written and oral) of sessions with the Financial

Professional will remain confidential and may not be used in any court proceedings between wyw and yxy. The clients agree that they will not require the Financial Professional, by subpoena or otherwise, to testify as a witness and/or to produce his/her records or notes in any subsequent litigation between wyw and yxy. If either client subpoenas the Financial Professional and/or any of the records, notes or documentation produced by the Financial Professional during the Collaborative process, then the client who has issued the subpoena shall be deemed to have agreed to pay all the costs required for the Financial Professional to quash the said subpoena.

6. Withdrawal From the Collaborative Process:

If either client decides that the Collaborative process is no longer viable, he or she agrees to immediately inform the other client, the Financial Professional and all Collaborative team members in writing, about the decision to end the Collaborative process.

If either client wishes to end the engagement with the Financial Professional, in order to retain the services of a new Financial Professional or to proceed without the services of a Financial Professional, the client agrees to immediately inform the other client and all Collaborative team members in writing.

The Financial Professional reserves the right to withdraw from the case for any reason. The Financial Professional has an obligation to withdraw from the case if either client is not acting in good faith. Should the Financial Professional decide to withdraw, he/she agrees to inform the clients and all Collaborative team members in writing. If the Collaborative process has not been terminated, the withdrawing Financial Professional will make every effort to provide suitable referrals to other Financial Professionals to facilitate the engagement of a new financial Professional.

In the event of a decision to withdraw by any person, all incurred fees are due and payable.

7. No Product Sales and No Future Dealings:

The Financial Professional's responsibility in this role terminates once the settlement has been reached or the Collaborative process has been terminated. The Financial Professional may not work with either client post-settlement excepting as noted in this paragraph. The Financial Professional shall not take assets under administration or sell any financial products. The Financial Professional may assist either or both clients in the implementation of their settlement agreement and in a post-settlement evaluation if agreed upon as part of the Collaborative proceedings. It is critical that the Financial Professional maintain his/her neutrality even after negotiations have been concluded.

We have read the above agreement in its entirety, understand the content and agree to the terms.

DATED at _____, this _____ day of _____, 201 .

Clients:

Collaborative Financial Professional:

(full name of Client 1)

(full name of Financial Professional)

(Signature - Client 1)

(Signature - Financial Professional)

(full name of Client 2)

(Signature - Client 2)

Schedule “C”

Collaborative Family Professional Agreement

1. The Role of the Collaborative Family Professional:

The Collaborative Family Professional can be helpful in assisting family members to move through the separation process in a positive way. Their role may include:

(a) The Separation Coach

- helps clients clarify their concerns;
- helps clients manage their emotions;
- helps clients develop effective communication skills and reinforce those skills;
- helps clients develop effective co- parenting skills; and
- helps clients develop a parenting plan.

(b) The Child Consultant

- is neutral;
- listens to each child;
- sensitizes parents to the needs of each child in the context of the divorce; and
- provides information to parents to help them in the development of their parenting plan.

(c) The Facilitator

- is neutral
- helps members of the Collaborative team to communicate more effectively at and between meetings
- helps manage client emotions to enable the process to be more productive and resolution-focused

Although the work may continue when the legal intervention is completed, Collaborative Family Professionals remain focused on assisting family members with the separation related issues.

2. Confidentiality:

When other Collaborative team professionals are engaged, both clients consent to the exchange of information between the Collaborative Family Professionals and other Collaborative team professionals. Clients must provide written consent for the release of any information to anyone who is not a Collaborative team professional.

Should either client elect to move from the Collaborative process into a court process, all materials, including all content (both written and oral) of sessions with the Collaborative

Family Professionals, will remain confidential and may not be used in any court proceedings between the clients.

The clients agree that they will not require the Collaborative Family Professional, by subpoena or otherwise, to testify as a witness and/or to produce his/her records or notes in any subsequent litigation.

If either client subpoenas the Collaborative Family Professional's records or notes in any legal or administrative proceeding, then the client, who has issued the subpoena, shall be deemed to have agreed to pay all the costs required for the Collaborative Family Professional to quash the said subpoena

3. Confidentiality of Work with Children:

Should parents request that a neutral Child Consultant meet with the children, they agree that the Child Consultant will only provide them with verbal feedback about the children's concerns or thoughts. The parents further agree that the Child Consultant will not provide verbatim comments from the children, nor will he/she provide a written report.

Although the Child Consultant will encourage open communication between the children and their parents, the parents agree that the Child Consultant will not release information to them or to anyone, that the children have asked her to keep confidential unless she has reason to believe that the children's safety, or any other person's safety, is in danger.

4. Limitations to Confidentiality:

The clients have been made aware that there are certain times when the Collaborative Family Professional may disclose or are required to disclose information. These include reporting suspicions of child abuse to the Children's Aid Society; reporting information that suggests an actual or potential danger to human life or safety to the appropriate authorities; providing information to the courts as directed through subpoena, search warrant, or other legal order; for research or educational purposes on an anonymous basis.

5. Withdrawal from the Collaborative Process:

If either client decides that the Collaborative process is no longer viable and decides to end the Collaborative process, he or she agrees to immediately inform the other client, the Collaborative Family Professional, and all Collaborative team members in writing, about the decision to end the Collaborative process.

The Collaborative Family Professional reserves the right to withdraw from the case for any reason. Should the Collaborative Family Professional decide to withdraw, he/she agrees to provide written notice of withdrawal to the clients and their lawyers.

If the Collaborative process has not been terminated, the withdrawing Collaborative Family Professional will make every effort to provide suitable referrals to other Collaborative Family Professionals to facilitate the engagement of a new Collaborative Family Professional.

6. Limitations:

While the Collaborative process is not a guarantee of success and cannot eliminate past disharmony and irreconcilable differences, we believe it offers a positive method of developing a cooperative solution. For couples with children, it helps them move towards a positive co-parenting relationship.

We have read the above schedule in its entirety, understand the content and agree to its terms.

DATED at _____, this _____ day of _____, 201_____ .

Clients:

Collaborative Family Professional(s):

(full name of Client 1)

(full name of Family Professional)

(Signature - Client 1)

(Signature - Family Professional)

(full name of Client 2)

(full name of Family Professional)

(Signature - Client 2)

(Signature - Family Professional)