**COLLABORATIVE PARTICIPATION AGREEMENT**

1. **Introduction**
   1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, ("the parties") have chosen to use the principles of the Collaborative Process [ADD "UNDER THE COLLABORATIVE LAW ACT" WHEN THE UNIFORM COLLABORATIVE LAW ACT IS PASSED IN THE APPLICABLE JURISDICTION] to settle, in a non-adversarial and private manner, the issues arising from the dissolution of their marriage/domestic partnership and the restructuring of their family. They have retained Collaborative attorneys to assist them in achieving this goal, namely, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ who represents \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_; and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ who represents \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. (Both parties’ attorneys are hereinafter referred to as "the attorneys").
   2. The parties acknowledge that the essence of the Collaborative Process is the shared belief that it is in the best interests of their family to commit themselves to avoid the use of litigation and litigation-based strategic negotiation techniques.
   3. The parties agree to resolve their issues in the best interest of both of them and their children.
   4. The parties adopt this form of alternative dispute resolution which does not rely on a court-imposed resolution and which does rely on honesty, cooperation, integrity, civility and full disclosure, and a focus on the future well-being of the whole family.

The parties commit themselves to the Collaborative Process as a better way to resolve their differences. Specifically, the parties agree as follows:

1. **No Litigation**
   1. The parties commit themselves, and agree to devote all of their efforts, to settling the issues arising from the dissolution of their marriage/domestic partnership and restructuring of their family without adversarial court intervention. The Collaborative Process is concluded by a Collaborative settlement agreement, signed by the parties, with respect to all matters considered in the Collaborative Process or an agreement, signed by the parties, resolving a portion of such matters and agreeing that the remaining portions will not be resolved in the Collaborative Process. During the Collaborative Process, no pleading or motion will be prepared or filed, nor will any request be made in any way which would initiate Court intervention, other than seeking a stay of litigation in order to participate in the Collaborative Process. If either party initiates contested legal proceedings against the other, the parties recognize that the Collaborative Process is immediately terminated.
   2. Each party understands that his or her Collaborative attorney's representation is limited to the Collaborative Process. Each party has discussed with his or her attorney the alternative processes available to him or her including, but not limited to, litigation, mediation, and traditional negotiation. Each party has discussed with his or her attorney the risks and benefits to the Collaborative Process including such aspects as transparency and voluntary disclosure, and the lack of confidentiality of communications. While each attorney is the advisor of his or her own client and serves as the client’s representative, counselor, and advocate, the parties agree that neither of their attorneys nor their firms can ever represent either party in a contested court proceeding against the other, or appear as counsel for them with respect to this or any related matter in any court or on any court filings other than a mutually-agreed submission of documents to obtain an uncontested divorce or other mutually-agreed consent order [ADD, AFTER PASSAGE OF THE UNIFORM COLLABORATIVE LAW ACT IN THE APPLICABLE JURISDICTION, “OR IN AN EMERGENCY ACTION TO PROTECT THE HEALTH, SAFETY, WELFARE, OR INTEREST OF THE PARTY OR PARTY'S FAMILY MEMBER OR OTHER PERSON PROTECTED BY [INSERT CITE TO CIVIL PROTECTION ORDER STATUTE, *e.g.,* D. C. CODE § 16-1001 *et seq.*], UNTIL A SUCCESSOR ATTORNEY IS OBTAINED OR THE PROTECTION IS ACHIEVED.”]
2. **Full Disclosure**
   1. The parties agree to promptly provide full and informal disclosure of all important information related to the Collaborative matter, whether requested or not. For purposes of this process, this information includes any information, including documents, which either party might need to make an informed decision about each issue in dispute. The parties also agree to provide voluntarily any written authorizations requested that may be required to obtain such information.
   2. By entering into this Agreement, the parties will not employ formal discovery procedures and acknowledge that they are giving up certain investigative procedures and methods that would be available to them in the litigation process. The parties give up these measures with the specific understanding that they will both make a full and fair disclosure of all assets, income, debts and other information related to the Collaborative matter and will deal with each other in good faith. The parties understand that if either of them knowingly misrepresents or withholds important information, one or both attorneys may be forced to withdraw from the process.
3. **Participation with Integrity**
   1. The parties will work to protect the privacy and dignity of everyone involved in the process.
   2. The parties will not take advantage of any mistakes, misunderstandings, inconsistencies or miscalculations of each other or any other participant, and shall disclose them and seek to have them corrected. The parties instruct their attorneys and the team members to assist them in correcting any mistakes.
   3. The parties commit to meeting regularly and when they do meet, they will be prepared, having done any homework assigned. If homework cannot be completed prior to a scheduled meeting, they will inform all attendees at least 48 hours before the meeting so that a decision can be made about whether or not to postpone the meeting. A party who needs to cancel a meeting for any reason shall give notice to all participants as soon as possible but not less than 48 hours before the meeting.
4. **Communication**
   1. **Meetings**. The parties agree to work toward the resolution of issues in meetings with their attorneys and any mental health professionals, financial professionals and/or other experts that they and their attorneys agree to include as part of the process.
   2. **Tone of Communications**.The parties’ written and verbal communications will be respectful and constructive. They will not make accusations or claims which are punitive in nature. They will also try to avoid taking inflexible positions, understanding that accommodation of each other’s interests and the ability to compromise are essential to the success of this process. The parties will follow the Expectations of Clients and Professionals, which are attached. Neither party and neither attorney will use the threat to withdraw from the process or go to Court as a means of achieving a desired outcome or forcing settlement.
   3. **Focus of Communications**.The parties will try not to focus on the problems that may have contributed to the breakdown of the marital relationship but instead will focus on the issues that need to be resolved for both of them to move forward with their lives.
   4. **Communications Without Criticism or Interruption**.To achieve a mutually agreeable settlement, the parties must be able to speak freely and express their respective interests, needs, desires and options without criticism or judgment from the other. Each of them will respectfully listen to, acknowledge and attempt to understand the other’s point of view, even if they do not agree with it. They will use their best efforts not to interrupt each other or another participant in meetings.
   5. **Communications Outside Collaborative Process**. To maintain as constructive a settlement process as possible, the parties agree not to discuss settlement issues with each other outside of the Collaborative meetings. Discussion outside of such meetings must be agreed to by each party, his or her attorney, and any other participating professionals, in advance.
   6. **Legal Advice**. The parties understand that each attorney has an ethical obligation to represent only his or her client and a duty to advise his or her client regarding the law and choices in this process. Both of their attorneys may present them with a summary of the law on particular issues in the Collaborative meetings and in the presence of both of them.

The good faith undertaking by the participants set forth in this Agreement does not give rise under any circumstances to any claims, contractual or otherwise, by one party against the attorney for the other party.

* 1. **Privileged/Confidential Communications**. Each party understands that he or she has a right of confidentiality and has the right to instruct his or her attorney not to reveal specific confidential information. If either party so instructs his or her attorney to keep a particular communication confidential, the party understands that the Collaborative attorney may determine to withdraw from representation of that party under Section 11 of this Agreement. Each party understands that, by signing this Participation Agreement, the information shared with his or her attorney for the purpose of the Collaborative Process is with the understanding that the attorney is permitted to share it with all of the professional team members, the other spouse/partner, and other professionals retained by the parties in the Collaborative Process, as set forth in paragraph 8.B. and therefore is not subject to attorney-client confidentiality. Similarly, the parties understand that, by signing this Participation Agreement, the information shared with their divorce coaches and child specialist for the purpose of this Collaborative Process is with the understanding that the divorce coaches and child specialist are permitted to share it with all of the professional team members, the other spouse/partner, and other professionals retained by the parties in the Collaborative Process, as set forth in paragraph 8.B. and is therefore not confidential. Either party, by specifically instructing his or her attorney or coach to keep specific information confidential and not reveal it to the team or the other spouse can assert his or her right of confidentiality with respect to such information offered to any attorney or coach. However, each party understands that an instruction not to reveal important information can result in the professional’s withdrawal from the representation of that party.

1. **Preservation of the Status Quo**

Commencing immediately and for the duration of the Collaborative Process, the parties agree to the following commitments and understand that if they do not abide by these commitments the process may terminate:

* 1. They will not sell, transfer, borrow against, encumber, pledge as security, conceal, assign, remove, or in any way dispose of any property, real or personal, whether or not marital, individually or jointly held by them, without the written consent of the other, except in the usual course of business consistent with past practice or for payment of usual and customary household expenses, reasonable expenses consistent with the past practice of the family or for reasonable professional fees in connection with this process.
  2. They will not borrow against, cancel, transfer, dispose of or change the beneficiaries or any terms of insurance or other coverage including, but not limited to, life, health, dental, vision, automobile, long term care, and disability insurance held for the benefit of either of them or their minor child(ren), without the written consent of the other.
  3. They will not incur any debt or liability for which the other may be held responsible, including, but not limited to, further borrowing against any credit lines secured by the family residence, further encumbering of any assets, or using credit cards or cash advances, other than in the usual course of business consistent with past practice or for payment of usual and customary household expenses, reasonable expenses consistent with the past practice of the family, or for reasonable professional fees in connection with the Collaborative Process.

1. **Children’s Issues**

The parties recognize that children frequently suffer during the process of divorce, and they commit themselves to minimizing the trauma to and disruption of their children’s lives. To that end, they agree as follows:

* 1. **No Discussion of Settlement Issues in Presence of Child(ren)**. The parties acknowledge that communication regarding their settlement can be harmful to their child(ren). They will not discuss settlement issues in the presence or hearing of their child(ren), unless by prior agreement, or with the advice of a child specialist.
  2. **No Interrogation**.The parties will not question the children about the other parent or the events occurring in his or her residence.
  3. **Their Child(ren) Will Not Be Placed in the Middle of Their Disagreements**. The parties acknowledge that their child(ren) need both parents in their lives and that they are hurt when one parent criticizes or blames the other parent. They will endeavor not to criticize the other parent to their child(ren) or in their presence. They agree that their child(ren) shall not be forced to choose between them. They will encourage their child(ren) to have affection for both of them.
  4. **Access Will Not Be Withheld**. The parties will not attempt to impede access of their child(ren) to the other parent. The child(ren) shall have reasonable telephone access to both parents, and each parent will have reasonable telephone access to the child(ren).
  5. **Information Will Not Be Withheld**. The parties will promptly inform the other parent of any serious accident, illness or other mishap involving their child(ren). The parties will have equal access to records and information regarding their child(ren)’s education, health, activities and general welfare.
  6. **Removal from Area**. The parties will not remove, or threaten to remove, their child(ren) from the area, absent the explicit written consent of the other parent. However, they further agree that consent to such removal for vacations or other legitimate activities will not be unreasonably withheld.

1. **Team Members and Experts**
   1. **Team Members**.The parties may decide to use the team approach to the Collaborative Process in which case they may retain the following team members, with whom they must execute separate engagement agreements and the attached Team Pledge:
      1. Two mental health professionals, each acting as a coach for one party to facilitate communication and management of emotions, facilitate the Collaborative Process, and assist with resolving parenting issues;

**[Or Alternatively, One-Coach Option]** One mental health professional to facilitate communication between them, facilitate the Collaborative Process, and assist with resolving parenting issues;

* + 1. One mental health professional acting as a child specialist to meet with their child(ren), to provide them with child development information, to voice the needs and/or concerns of their child(ren) when needed, and to assist with resolving parenting issues; and/or
    2. A financial neutral to gather their financial information, to summarize, analyze and/or present it to them as requested, and to assist with resolving financial issues.

The above-listed professionals and the attorneys constitute the Collaborative Team (sometimes referred to as “the team”).

* 1. **Communications Among Team Members**. Each party recognizes and agrees that his or her individual communications in this process, including otherwise privileged or confidential information, may be shared by and among his or her respective attorney, his or her spouse/partner’s attorney, the coach(es), the child specialist and the financial neutral who are serving on their team, and other professionals retained jointly by the parties in the Collaborative Process. This will include discussions the substance of which may or may not be shared with the parties. However, a privileged or confidential communication that a party specifically instructs his or her Collaborative attorney or coach or child specialist not to reveal will be kept confidential, but, under the circumstances described in Section 11 below, may result in the professional’s withdrawal from representation of that party. Each party instructs his or her attorney and other team members to have whatever discussions among themselves as are necessary to assist the parties to resolve their differences during the Collaborative Process, including discussions outside of their presence, and including the disclosure of otherwise privileged or confidential information. Each party understands that, if the Collaborative Process terminates, each party: (i) has the right to his or her file from his or her attorney, and may direct that his or her file be provided to a successor attorney; (ii) is generally entitled to the divorce coach’s or child specialist’s file; and (iii) is entitled to the financial reports prepared by the financial professional if the party has complied with terms of payment.
  2. **Future Roles of Team Members**.The parties understand and agree that their divorce coaches and child specialist are members of the Collaborative Team only and cannot act as therapists for either of them or for their child(ren), even after the final agreement is signed and the Collaborative Process has concluded. They understand that their financial neutral is a member of the Collaborative Team only, and cannot act as a financial advisor for either of them, or sell products to them, even after the final agreement is signed and the Collaborative Process has concluded. The parties also understand that in the event the Collaborative Process is terminated and is not reconvened, no member of the Collaborative Team may continue in the Collaborative Team role except to assist with the transition to a new professional.
  3. **Neutral Experts**. When appropriate and needed, the parties will use neutral experts for purposes of valuation, cash flow analysis, mortgage application, appraisal of real or personal property, and for any other issue that requires expert advice and/or recommendations. They will agree in advance as to how the costs of this third-party expert will be paid. When an expert is engaged, they agree that the team members and the expert may engage in whatever discussions are useful for resolution of the case, including discussions outside of their presence. In the event of litigation, a neutral expert may be called as a witness but only if the expert and both parties agree.
  4. **Subsequent Litigation**. Unless the parties and the professional team member or expert agree otherwise, if they select and retain a team member and/or a joint neutral expert to assist in the Collaborative Process, neither of them may retain such team member or expert, nor may such team member or expert participate, in any subsequent litigation between them, whether as an expert, a witness, or in any other capacity. [IN UCLA JURISDICTIONS, INSERT “NON-ATTORNEY” PRIOR TO “PROFESSIONAL TEAM MEMBER IN THE FIRST SENTENCE AND ADD THE FOLLOWING SENTENCE AT THE END OF THE PARAGRAPH “IF THE PARTIES AGREE, EITHER OF THEIR ATTORNEYS MAY BE REQUIRED TO TESTIFY TO CONFIDENTIAL INFORMATION IN SUBSEQUENT LITIGATION.”]

1. **Confidentiality Within Collaborative Process**
   1. The parties wish to feel comfortable exchanging information freely and in testing out ideas and proposals within the Collaborative Process. They instruct their attorneys and other team members that all Collaborative communications except as provided in paragraph 8 above (communication among team members) and in this paragraph shall be kept confidential and confined to this process and shall not be subject to discovery or admissible in evidence in any subsequent litigation. Collaborative communication shall be defined as an oral, written, or recorded statement that is made to conduct, participate in, continue, or reconvene a Collaborative Process after the Collaborative participation agreement is signed and before the Collaborative Process is concluded. Recorded statement is defined as information which is inscribed on a tangible medium or that is stored in an electronic or other medium and is retrievable in perceivable form. [IN UCLA JURISDICTIONS, INSERT “Note that if both parties agree, they may require either attorney to testify to otherwise privileged collaborative communications in subsequent litigation.”]
   2. **Disclosures**. The following are exceptions to confidentiality and are not protected by privilege from discovery or introduction into evidence:
      1. If an ethics complaint, or claim of malpractice or misconduct, is filed or made against either of the parties’ Collaborative attorneys or against any mental health or financial professional involved in this process or if a claim is filed for fees owed to a Collaborative professional;
      2. A threat or statement to inflict bodily injury or commit a crime;
      3. If a threat is made involving harm to the parties’ child(ren) or removal of their child(ren) from the place where they live;
      4. Communications sought or offered to prove or disprove abuse, neglect, abandonment, or exploitation of a child or adult unless the child or adult protective services agency is a party or participant;
      5. A disclosure in a report of suspected domestic violence to an appropriate agency;
      6. A Collaborative Process communication intentionally used to plan, conceal, attempt to commit or commit a crime;
      7. Documents otherwise public and obtainable from a source outside of the Collaborative Process;
      8. Communications necessary to respond to a Collaborative communication which is disclosed in a court proceeding and prejudices another person;
      9. A signed agreement made by the parties during the Collaborative Process, either a final agreement or an Agreement to be Relied Upon;
      10. Collaborative communications agreed to be disclosed by both parties and, in the case of a Collaborative communication by a team member (including the attorneys), agreed to be disclosed by the team member [IN UCLA JURISDICTIONS DELETE “INCLUDING” BEFORE “THE ATTORNEYS” AND INSERT “OTHER THAN”]; and
      11. [ADD AFTER PASSAGE OF THE UNIFORM COLLABORATIVE LAW ACT, “If a Court finds, after a hearing *in camera*, that the party seeking to obtain or use the Collaborative communication in discovery or court has shown the evidence is not otherwise available, the need for the evidence subtantially outweighs the interest in protecting confidentiality, and the proceeding involves a felony or misdemeanor or an action to rescind or reform or defend against liability with respect to a Collaborative settlement agreement.”]
   3. If subsequent litigation occurs, the parties mutually agree as follows:
      1. They will not introduce Collaborative communications, including statements, admissions, or offers as evidence in court except as provided in Section 9.B
      2. Except by agreement of both parties and the team member or neutral expert, they will not ask or subpoena either attorney, any team member or any joint neutral expert retained for the Collaborative Process, to court to testify in any court proceedings, nor take the deposition of either attorney, any such team member or any such joint neutral expert with regard to Collaborative communications. [IN UCLA JURISDICTIONS DELETE “EITHER ATTORNEY,” AND INSERT “NON-ATTORNEY” AFTER “ANY” AND BEFORE “ TEAM MEMBER”. ADD “EXCEPT BY AGREEMENT OF BOTH PARTIES, THEY WILL NOT ASK OR SUBPOENA EITHER ATTORNEY TO COURT TO TESTIFY IN ANY COURT PROCEEDINGS, NOR TAKE THE DEPOSITION OF EITHER ATTORNEY WITH REGARD TO COLLABORATIVE COMMUNICATIONS”]
      3. They will not require production in discovery or at any court proceedings of any notes, records, or documents in the possession of either attorney, any team member, or any joint neutral expert retained for the Collaborative Process. [IN UCLA JURISDICTIONS ADD “EXCEPT BY AGREEMENT OF BOTH PARTIES AND, IN THE EVENT THAT THE COMMUNICATION SOUGHT IS MADE BY A NON-ATTORNEY TEAM MEMBER, THE AGREEMENT OF THE NON-ATTORNEY TEAM MEMBER,” AT THE BEGINNING OF THE SENTENCE.]
      4. They understand that certain communications and materials may be admissible in court as permitted by legal rules with respect to claims against a Collaborative professional or threats to inflict harm or commit a crime and otherwise as set forth in Section 9.B.
   4. **Transition of Case**. Notwithstanding the foregoing, if the attorney-client relationship between either of the parties and his or her current Collaborative attorney is terminated, the Collaborative attorney is authorized to disclose communications made during the Collaborative Process, to any successor attorney, if so requested by the party. Each party is generally entitled to the files of his or her divorce coach or child specialist. Each party has the right to the financial reports prepared by the financial professional if the case terminates and the party has complied with terms of payment.
2. **Withdrawal of Party from Collaborative Process**
   1. If either party decides to withdraw from the Collaborative Process, the party shall give prompt written notice to the other party or team members. Such notice may be given through his or her attorney. Such withdrawal by a party terminates the Collaborative Process. Upon withdrawal from the Collaborative Process, there will be a thirty (30) day period (unless there is an emergency) before either of them files any pleading or motion with, or otherwise makes any request to, a court, to permit the other to retain another attorney and make an orderly transition. All temporary agreements, even if unsigned, set forth in approved Minutes 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 or dismissing the case.
   2. The parties understand that in the event of the termination of the status of this case as a Collaborative case, they must select new attorneys and additional fees will likely be required in retaining new counsel.
3. **Withdrawal of Attorney or Other Team Member from Collaborative Process**
   1. **Withdrawal of Attorney.** Any attorney who withdraws from representation of his or her client shall provide written Notice of Withdrawal to his or her client, the other attorney, and to all other professionals involved. The party whose attorney has withdrawn may elect to continue in the Collaborative Process and to timely replace his or her attorney. If within 30 days of the attorney’s withdrawal the parties execute a new Collaborative Participation Agreement identifying the successor attorney, and the successor attorney confirms his or her representation of the party in the Collaborative Process, then the Collaborative Process can continue. If a new agreement is not executed within 30 days, then the parties are entitled to proceed as if the Collaborative Process were terminated as of the date the first written notice of withdrawal was given. Each party agrees and acknowledges that, under certain circumstances, an attorney is required to withdraw from representation of a party in the Collaborative Process. A Collaborative attorney must withdraw from the representation in the event he or she learns that his or her client has withheld or misrepresented information that should properly be shared as part of the Collaborative Process and **continues to withhold or misrepresent such information, or otherwise acts so as to undermine or take unfair advantage of the Collaborative Process, or in the event that either party initiates contested litigation.** The attorney withdrawing shall advise the other attorney that he or she is withdrawing, **but shall not reveal the reason for the withdrawal.** The parties understand that each of them has a right of confidentiality and the right to instruct his or her attorney not to reveal specific information; however, in such event, the attorney must determine whether his or her withdrawal is required under this Paragraph.
   2. **Withdrawal of Other Team Member.** Any other team member may deem it appropriate to withdraw from the case for any reason set out in Section 11,A. He or she agrees to do so by a written Notice of Withdrawal to his or her client, the attorneys and to all other professionals involved. This may be done without terminating the status of the case as a Collaborative case. Within 30 days thereafter, the parties will use their best efforts to reach agreement on whether to replace the withdrawing team member with another professional, in which case a new Team Pledge must be executed, or proceed without replacing such professional.
4. **Termination of Collaborative Process**

The Collaborative Process is concluded by resolution by the parties of their issues, or a portion of their issues, by a signed agreement. The Collaborative Process must be terminated if any of the following occurs: (i) if either party gives notice to the other party or team members that he or she is terminating the process; (ii) when either party commences a contested litigation matter against the other party that is related to the Collaborative Process; (iii) if either party requests to lift a stay of litigation that has been stayed in order to commence the Collaborative Process, or otherwise initiates or resumes an action inconsistent with the stay; or, (iv) if a party discharges his or her Collaborative attorney, or a Collaborative attorney withdraws, and is not replaced within 30 days after such discharge or withdrawal in accordance with the procedure provided in paragraph 11.A. above. The waiting period described in paragraph 10 above does not apply to termination under (ii) or (iii) of this paragraph.

1. **[IF THE UNIFORM COLLABORATIVE LAW ACT IS PASSED, ADD THE FOLLOWING SECTION] “EMERGENCY ORDERS**
   1. **Notwithstanding 2.A above, during a Collaborative Process, a court may issue emergency orders to protect the health, safety, welfare, or interest of a party, child of a party, relative, domestic partner, or other** person protected by the civil protection order statute, [ *e.g.,* D. C. CODE § 16-1001 *et seq.*],**, even though no notice of termination of the Collaborative Process has been given. The Collaborative Process terminates if a party seeks such an emergency order.**
   2. **Notwithstanding 2.B above, a Collaborative attorney is authorized to seek or defend an application for an emergency order described in 13.A despite the termination of the Collaborative Process for so long as a successor attorney is not immediately available and reasonable measures have not been taken to protect the health, safety, welfare, or interest of the person at risk.”**
2. **Enforceability of Agreements To Be Relied Upon**

The parties may decide to enter into a written agreement during the Collaborative Process that they intend shall survive and be binding after the process terminates, even if the process fails. They understand that such a written agreement, referred to as an Agreement To Be Relied Upon, shall be signed by both of them during the Collaborative Process and shall be legally enforceable and shall survive the termination of the process. It may be presented to the court as a basis for an order, and the court may make it retroactive to the date of the written agreement. Similarly, once a final agreement is signed, it is legally enforceable and may be presented to the court in a subsequent action.

1. **Fees and Costs**
   1. Each party has retained his or her own attorney and will pay for that attorney’s services, unless otherwise agreed to in the Collaborative Process.
   2. In the event each party retains his or her own coach, each party will retain and pay for that coach’s services, unless otherwise agreed to in the Collaborative Process.
   3. In the event that the parties agree to retain a child specialist, financial neutral or other joint neutral expert, they shall decide in the Collaborative Process how that professional will be paid.
   4. The parties will work together to provide the requested retainers and remain current in payments to each Collaborative professional and/or joint neutral expert retained to assist either or both of them. If any Collaborative professional or neutral expert has an outstanding balance that has remained unpaid for over 60 days, then the unpaid balance shall be the first subject of the next meeting, and shall be resolved before moving on to other issues.
2. **Choice of Law and Enforcement of Participation Agreement.**

A. In the event that the parties live in two different jurisdictions, the parties, after receiving advice from their respective attorneys, may agree on which jurisdiction’s substantive law shall apply to the case for purposes of providing legal information to the parties.

B. This Participation Agreement shall be enforced under the laws of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **[Attorneys should discuss in advance, particularly if one party resides in a jurisdiction in which the UCLA has passed].**

1. **Incentive to Work Toward a Successful Resolution**

The parties realize that the Collaborative Process requires a considerable investment of time and effort and that the possibility of having to give up not only their respective attorneys but also the mental health professionals and financial professionals involved in this process is intended to serve as a substantial disincentive to withdraw from the Collaborative Process.

1. **Instructions to Their Attorneys**

Each of the parties instructs his or her attorney to help them honor the promises made in this Agreement. Each party also instructs his or her attorney not to act in any way in a manner inconsistent with the promises they have made herein. .

Each party agrees to follow and instructs his or her attorney to follow this Collaborative Participation Agreement and to promote both the spirit and written word of this Agreement.

**Expectations of Clients and Professionals**

1. Be respectful of everyone in the meeting.
2. Attack the problems and concerns at hand. Do not blame each other. No insults.
3. Speak for yourself. Make “I” statements.
4. Listen carefully and try to understand what the other person is saying, without judging the person or the message.
5. Use first names for each other and both Attorneys. Avoid “he” or “she.”
6. Express yourself in terms of what is important to you, what your concerns are and what you want to talk about. Avoid positions, black-and-white thinking, and rigidity.
7. Be ready to work for what you believe is the most constructive and acceptable agreement for both of you and your family.
8. Do not interrupt when another person is speaking. You will have a full and equal opportunity to speak about everything that you want to talk about.
9. If you have a complaint, raise it as your concern and follow it up with a constructive suggestion about how it might be resolved.
10. If something is not working for you, please tell your attorney so that your concern can be addressed. Talk with your attorney about anything you do not understand. Your attorney can clarify matters for you.
11. Be willing to commit time to meet regularly.
12. Be prepared for each meeting.
13. Be patient with each other and your attorneys. Delays in Collaboration can happen, even with everyone acting in good faith.

Prepared by Palliser Conflict Resolution

With Thanks to Stuart Webb

and adapted for use in Montgomery County, Maryland

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[Party’s Name] [Party’s Name]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date Date

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, confirm that I will represent \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in the Collaborative Process referred to in this Collaborative Participation Agreement.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[Attorney’s Name]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, confirm that I will represent \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in the Collaborative Process referred to in this Collaborative Participation Agreement.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[Attorney’s Name]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date

**TEAM PLEDGE TO COLLABORATION PARTICIPATION AGREEMENT**

All parties, attorneys, coaches, financial neutral, child specialist, and other neutral experts hereby pledge to comply with and to promote the spirit and written word of the Collaborative Participation Agreement, signed on \_\_\_\_\_\_\_\_\_\_\_\_ by the parties.

**Parties:**

Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Party

Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Party

**Collaborative Professionals:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Collaborative Attorney for Party Collaborative Attorney for Party

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Date Date

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Collaborative Coach for Party Collaborative Coach for Party

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Date Date

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Collaborative Financial Child Specialist

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date Date

Other Joint Neutral Experts:

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Date Date