

COLLABORATIVE LAW PARTICIPATION AGREEMENT

1. THE COLLABORATIVE LAW PROCESS

- a) We acknowledge that the essence of “Collaborative Law” is the shared belief by the Participants that it is in the best interests of the Parties and their families in Family Law matters to commit themselves to resolve issues through principled or interest-based negotiation rather than litigation.
- b) We therefore adopt this conflict resolution process, which does not rely on a Court-imposed resolution, but relies on an atmosphere of honesty, co-operation, integrity and professionalism geared toward the future well-being of the family.
- c) Our goal is to minimize, if not eliminate, the negative economic, social and emotional consequences of protracted litigation to the Parties and their families.
- d) We commit ourselves to the Collaborative Law process and agree to seek a better way to resolve our differences justly and equitably.

2. NO COURT OR OTHER INTERVENTION

- e) We commit ourselves to settling this case without Court intervention.
- f) We agree to give full, honest and open disclosure of all relevant information, whether requested or not. Any request for disclosure of information shall be made informally and such information will be supplied forthwith.
- g) We agree to engage in informal discussions and conferences to settle all issues.

3. CAUTIONS

- h) We understand that there is no guarantee that the process will be successful in resolving the matters in dispute.
- i) We understand that the process cannot eliminate concerns about the disharmony, distrust and irreconcilable differences which have led to the current breakdown of the marriage or relationship.
- j) We understand that the Parties are still expected to assert their respective interests and their lawyers will help them do so.

- k) We understand that the Parties should not lapse into a false sense of security that the process will protect them.
- l) We understand that while the Lawyers share a commitment to the process described in this document, each of them has a professional duty to represent his or her own client diligently and is not the lawyer for the other party.

4. LAWYERS' FEES AND COSTS

The Parties agree that our Lawyers are entitled to be paid for their services. Each of us will be responsible for the payment of our own Lawyer, and we agree to make funds available for this purpose.

5. PARTICIPATION WITH INTEGRITY

- m) We will work to protect the privacy, respect and dignity of all involved, including the Parties, their Lawyers and any experts or consultants that may be used in this process.
- n) We will maintain a high standard of integrity and specifically will not take advantage of each other or of the miscalculations or inadvertent mistakes of others, but will identify and correct them.

6. EXPERTS AND CONSULTANTS

If Experts or Consultants are needed, we will retain them jointly, unless all Parties and their Lawyers agree otherwise in writing, and will direct them to work in a neutral and cooperative effort to resolve issues.

7. CHILDREN'S ISSUES (IF APPLICABLE)

- o) We agree that in resolving issues about sharing the enjoyment of and responsibility for the Parties' children, we will make every effort to reach amicable solutions which promote the children's best interests.
- p) We agree to act quickly to resolve differences related to the Parties' children. To that end the Parties may decide to engage the services of a Mediator to assist them in developing an appropriate Parenting Plan.
- q) We agree not to seek a custody evaluation so long as the matters are being addressed through the Collaborative Law Process.
- r) The Parties agree to insulate our children from involvement in our disputes, and to promote a caring, loving and involved relationship between the children and both parents.
- s) The Parties agree to attend a Parent Education Course where such a course is available.

8. NEGOTIATION IN GOOD FAITH

- t) The Parties acknowledge that each Lawyer is independent from the other Lawyer in the Collaborative Law group and represents only one party in our Collaborative Law process.
- u) We understand that the process, even with full and honest disclosure, will involve vigorous good faith negotiation.
- v) Each of us will be expected to take a reasoned approach in all disputes. Where our interest differ, each of us will use our best efforts to create proposals which meet the fundamental needs of all parties and, if necessary, to compromise to reach a settlement of all issues.
- w) Although each of us may discuss the likely outcome of a litigated result, none of us will use threats of abandoning the Collaborative Law Process or of resorting to litigation as a way of forcing settlement.

9. ABUSE OF THE COLLABORATIVE PROCESS

The Parties understand that our Collaborative Law Lawyer will withdraw from a case as soon as possible upon learning that his or her client has withheld or misrepresented information or otherwise acted so as to undermine or take unfair advantage of the Collaborative Law Process. Examples of such violations of the process are:

- x) the secret disposing of property;
- y) failing to disclose the existence or the true nature of assets and/or obligations;
- z) failing to participate in the spirit of the collaborative process;
- aa) abusing the minor children of the parties or
- bb) planning to flee the jurisdiction of the Court with the children.

10. CONFIDENTIALITY

- cc) All discussions among the Parties and counsel are deemed settlement discussions and may not be offered as evidence in any subsequent proceedings between the Parties. We understand, however, that any statement indicating an intent to endanger the safety of the other person or the children or which constitutes a claim of child sexual abuse, is not privileged.
- dd) Any documents prepared and provided by one Party to the other during the Collaborative Law Process (except those which are required under litigation disclosure provisions) may not be introduced in litigation in the divorce action

or other litigation between the Parties, without the written agreement of both Parties. Any documents disclosed during the Collaborative Law Process which would, in any event, be part of required disclosure in the litigation process may be introduced in the event of future litigation.

- ee) Information provided by one Lawyer to the other Lawyer or the other party during the Collaborative Law Process shall not be deemed a waiver of any privilege in subsequent divorce litigation or litigation between the parties.

11. DISQUALIFICATION BY COURT INTERVENTION

- ff) The Parties understand that our Lawyer's representation is limited to the Collaborative Law process and that neither of our Lawyers can ever represent us in Court in a proceeding against the other Party.
- gg) In the event that either Party chooses to abandon the Collaborative Law Process, both Lawyers will be disqualified from representing either Party.
- hh) In the event that the Collaborative Law Process terminates, all Experts and Consultants will be disqualified as witnesses and their work product will be inadmissible as evidence unless the parties agree otherwise in writing.
- ii) Notwithstanding the above, if an agreement is reached, the Lawyers may file such further divorce documents or other documents in accordance with terms of the agreement and by consent of both Lawyers.
- jj) We agree that we will not disclose any statement, comment or disclosure made by any Party, Expert, Consultant or Lawyer during the collaborative process to any Court for any purpose unless a final settlement agreement is reached and both Parties and their Lawyers have agreed to such disclosure.

12. TERMINATION OF COLLABORATIVE LAW PROCESS

- kk) Either Party may unilaterally and without cause terminate the Collaborative Law Process by giving written notice of such election to the other Party and Lawyers.
- ll) The Parties do not waive the right to seek the assistance of the Court. However, any resort to adversarial court action automatically terminates the Collaborative Law Process.

13. AGREEMENT AND PLEDGE

Both Parties and their Lawyers hereby agree to the above and pledge to comply with and to promote the spirit and written word of this document, and of principles of Collaborative Law.

DATED at _____, Nova Scotia, this _____ day of _____, 2010.

PARTICIPANT

PARTICIPANT

LAWYER

LAWYER