

COLLABORATIVE FAMILY LAW PARTICIPATION CONTRACT

BETWEEN:

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Client (Husband/Father)

and

*

Client (Wife/Mother)

(collectively, the “Parties”)

AND THEIR LAWYERS:

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Lawyer for * (Husband/Father)

and

*

Lawyer for * (Wife/Mother)

(collectively, the “Lawyers”)

1 GOALS

- 1.1 We will use the Collaborative Law Process (the “Process”) to resolve our family law issues. This Process is based on honesty, respect, co-operation, complete disclosure of relevant information, and compromise.
- 1.2 We will focus on the future of the Parties and the children, not on the past.
- 1.3 Rather than using court-imposed solutions, we will focus on allowing the Parties to create unique solutions best-suited for themselves and the children.
- 1.4 We will respect each other and work to protect the privacy and dignity of everyone involved in the Process.
- 1.5 The Lawyers will provide a relaxed and safe atmosphere where the Parties are able both to communicate with each other and to discuss options that suit the needs of themselves and of the children. The Lawyers will inform each Party of their rights, obligations and some of the possible consequences of their choices.
- 1.6 Once the Process is completed, a written agreement will signed by the Parties and the Lawyers.

TO ACCOMPLISH THE ABOVE GOALS, THE PARTIES AND THE LAWYERS AGREE TO THE FOLLOWING PROVISIONS:

2 NO COURT OR OTHER INTERVENTION

- 2.1 We commit ourselves to resolving all of our issues without going to court or threatening to go to court. Instead, we will engage in informal group meetings to resolve all the issues.

3 DISCLOSURE OF INFORMATION

- 3.1 To ensure that the Parties and the Lawyers have all of the information required to make informed decisions, the Parties will provide any information requested as soon as practicable, regardless of whether that party believes that the information is relevant.
- 3.2 All information disclosed will be complete, honest, and open.
- 3.3 If any Party has information that, although not requested, is relevant to the discussions and to the possible outcome of the issues, that Party will volunteer the information to the entire team. If such information is not shared, any further agreements reached may be set aside.

4 COMMUNICATION

- 4.1 The Parties agree to communicate respectfully with each other and with the Lawyers, and to listen to each other's opinions. The Lawyers will create a safe environment during each meeting to give the Parties the opportunity to express themselves.
- 4.2 All discussions will be based on facts not accusations.
- 4.3 We agree that any discussions which occur during the meetings will not be shared with anyone outside of the Process, unless otherwise agreed.
- 4.4 Anything said or any information shared in a meeting may not be used by either Party in later court proceedings; everything disclosed is confidential and is shared on a "without prejudice" basis.
- 4.5 Where appropriate, the Lawyers and their respective clients may have discussions outside of the meetings about such topics as clarification of the Process or of issues discussed during the meetings. These discussions will not be "strategy meetings"; any issues discussed outside of the group meetings will be shared with the group.
- 4.6 The Lawyers may have meetings independently of the clients to discuss the agenda for future meetings or other information as may be necessary to ensure that the group meetings are as productive as possible.

5 CHILDREN ISSUES (if applicable)

- 5.1 In developing a Parenting Plan, we will focus our efforts on reaching agreements that best suit the children's needs. In order to arrive at the best possible long-term solution, we may need to experiment with various short-term options before arriving at a workable solution which matches the best interests of our children.
- 5.2 We agree to insulate our children from involvement in our disputes and to promote a caring, loving and involved relationship between our children and each parent.

- 5.3 We agree to attend the Parenting After Separation seminar. We understand that attendance at the Focus on Communication in Separation Course (“FOCIS”) is also recommended.

6 DECISIONS DURING THE PROCESS

- 6.1 Unless mutually agreed, neither Party shall do anything or make any decision that may require the other Party’s input or consent. If in doubt, that Party agrees to postpone making that decision until the following group meeting. This includes any choice or decision that either Party knows will cause upset either financially or emotionally to the other Party. Acting on such a decision without mutual consent may cause the Process to end. Should either Party do such an act, it will be immediately disclosed to the rest of the group, and will be discussed at the next group meeting.
- 6.2 Each Party may continue to manage their finances and care for the children in their usual manner, provided that it does not cause harm to the other Party or limit the options available for resolution.

7 GOOD FAITH

- 7.1 We will maintain a high standard of integrity and not take advantage of any mistakes made during the Process. If anyone does make a mistake, it will be immediately identified and corrected.
- 7.2 We understand that this Process will involve vigorous good faith negotiations, with full and honest disclosure. The Process will be hard. We will be required to express our opinions despite knowing that the other Party may not like it. We will listen to the other Party, and consider their opinion.
- 7.3 We agree to undertake a full review of all options presented, even those options that we may not like.
- 7.4 Each of us will use our best efforts to create proposals that meet the majority of the goals created within the Process. We will compromise if necessary to achieve our goals and to reach a settlement of all issues.

8 CAUTIONS

- 8.1 We understand that the Process does not guarantee that we will successfully resolve all of our issues and differences through the Process.
- 8.2 We understand that this Process is designed to solve only our legal issues, and not our personal relationship issues which may be better resolved through counselling.
- 8.3 We understand that we must assert our issues. We will not lapse into a false sense of security that the Process will protect us. If we feel uncomfortable expressing ourselves during the group meetings, we will identify the issues to our lawyer who will help us to bring forward the issues at a group meeting. If we fail to assert our issues, they will not be resolved, and an unsatisfactory agreement may be reached.
- 8.4 We understand that an agreement that achieves all of our own goals but none of the other Party’s goals will not create a desirable result, and will likely not be a long lasting

agreement. We will be required to make compromises; the goal of the Process is for each of us to achieve some, but not necessarily all, of our goals.

9 LAWYERS

- 9.1 Each Lawyer only represents one Party in the Process. Each Lawyer has a professional duty to represent his or her own client diligently; they are not the lawyer for the other Party.
- 9.2 Each Party will pay their own lawyer's fees.

10 EXPERTS

- 10.1 If assistance or information is required in this Process from other professionals, we will retain them jointly, unless we agree otherwise in writing. The information provided by the outside professional will be the information of both Parties for use only within the Process.
- 10.2 The information provided by the expert is confidential and is "without prejudice" information; it cannot later be used in court unless both Parties and the expert agree in writing that it may. This includes being a witness in a court process.

11 ENFORCEABILITY OF AGREEMENTS

- 11.1 Until a final written separation agreement is reached between the Parties, the informal agreements reached during the Process are strictly on a "without prejudice" basis and cannot be later used in court UNLESS the Parties and the Lawyers otherwise agree. The agreements made within the Process are to be honoured and adhered to on the basis of the agreement alone in order to protect the integrity of the Process. Failure to comply with agreements made within the Process will be discussed at the following group meeting; depending on the nature of the action, the Process may need to be terminated as a result.
- 11.2 All agreements made within the Process are reviewable until a written separation agreement is drafted by the Lawyers, reviewed by us separate and apart from each other, and finally signed by each Party.
- 11.3 We will be given a reasonable amount of time to consider the agreement before it is signed.
- 11.4 If both of us agree, the Lawyers may file divorce documents reflecting the terms of the agreements reached in this Process.

12 IF THE PROCESS ENDS

- 12.1 We understand that if either of us fails to comply with this Contract or to participate in the spirit of the Process, either or both of our Lawyers may have an obligation to withdraw. Examples of such failure to comply are:
- withholding or misrepresenting information;
 - making unilateral decisions;
 - causing unreasonable delay; or
 - not honouring short-term commitments or agreements.
- 12.2 If this Process ends, we understand that we will have to retain new lawyers from different law firms to represent us in any court proceedings.

- 12.3 If either Party or either Lawyer withdraws from the Process, written notice will be given immediately to the entire group.
- 12.4 Nothing in this Contract prevents the later use of any documents which would otherwise be producible in the court process.
- 12.5 Neither of us may require the production of any minutes, notes, records, or documents in the Lawyer's possession prepared during this Process.
- 12.6 Neither of us may use any of the following as evidence in court:
- 12.6.1 information disclosed during this Process with respect to either Party's behaviour or proposals for settlement; or
- 12.6.2 any reports, opinions or notes of any Expert or Consultant provided in this Process unless both parties consent in writing and the Expert or Consultant consents to the use of the report, opinion, or notes.
- 12.7 Upon withdrawal from the Process, neither of us may bring a court application within 30 days of the written notice unless they can satisfy the Court that there is an emergency situation which must be dealt with before the 30 days expires. This Agreement may be used as a defence to any court application brought in breach of this 30-day period.

13 GUIDELINES

13.1 Each of us agrees to:

- Be patient. Delays in the Process can happen, even though everyone is acting in good faith.
- Be willing to commit the time required to meet regularly and be prepared for each meeting.
- Attack the problems and concerns at hand rather than attacking each other.
- Take responsibility for our own feelings, interests and choices.
- Express ourselves in terms of needs and interests and the outcomes we would like to realize.
- Work for what we believe is the most constructive and fairest agreement for both Parties and the children.
- Commit to the fullest development of choices and alternatives.
- Recognize and respect the Process needs of each other.
- Be willing to attend a final meeting where the agreement will be reviewed and finalized.

13.2 We agree to use our best efforts to observe the following during our settlement meetings:

- We will not interrupt when someone else is speaking. Each Party and each lawyer will have a full and equal opportunity to speak on every issue presented for discussion.
- We will each just say "no" if something is unacceptable.
- We will be respectful.

- We will not use language that blames or finds fault with the other. We will not use inflammatory or sarcastic words.
- We will recognize the futility of arguing.
- We will each speak for ourselves, making “I” statements. We will use each other's first names and avoid “he” or “she”.
- When sharing a complaint, we will raise it as a concern and follow up with constructive suggestions as to how it might be addressed.
- We will listen carefully and try to understand what each person is saying without judging the person or the message.
- Before speaking, we will ask ourselves whether the comment will help move the negotiations closer to the goal of settlement acceptable to both Parties. If not, we will refrain from making the comment.

14 PROMISE TO FOLLOW THE CONTRACT

14.1 We agree to these terms and pledge to comply with both the written word and the spirit of this Contract and this Process.

DATED at the City of _____, in the Province of Alberta, on the ____ day of _____, 20__.

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Lawyer for *Husband/Father

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Lawyer for *Wife/Mother