

**COLLABORATIVE
PARTICIPATION AGREEMENT
("Contract")**

BETWEEN:

and

(collectively the "Participants")

PART A - THE COLLABORATIVE PROCESS

- 1.1 With honesty, cooperation, and respect, we intend to resolve our family matters in good faith, and to create a formal written agreement (the "Agreement") that addresses our legal rights and responsibilities.

Background

- 1.2 This is the current Contract approved by the Association of Collaborative Family Professionals (Edmonton).
- 1.3 We have chosen the Collaborative Process (the "Process") because it is a private, out-of-court, settlement process that assists Participants through a family change, such as the start or end of a relationship, divorce, or a change in support or parenting, with the help of our Collaborative Professionals.
- 1.4 Our Collaborative Team (the "Team") consists of our respective Registered Collaborative Family Lawyers ("Lawyers") and may also include a Registered Collaborative Divorce Coach or Coaches, a Registered Collaborative Family Specialist ("Family Specialist"), and/or a Registered Financial Professional, who will all help us to make informed decisions.

Decision-making

- 1.5 As the decision-makers, we commit to working together to create a healthy transition with respect to our children [If no children, remove], our property and our finances, without asking a Court to make these decisions.
- 1.6 Decisions will be made together in meetings after considering what is important to each of us, gathering information, brainstorming options, and receiving advice from the Team, including legal advice from our respective Lawyers.

PART B - APPROACH

Working Together in Meetings

- 2.1 We will commit the time required to be prepared and to meet on a regular basis with our Team.
- 2.2 Our meetings will occur face-to-face with the Team, unless otherwise agreed. We will only use email communication with the Team for logistics like receiving meeting minutes or setting meeting dates.
- 2.3 We agree to engage in *interest-based negotiations* and we will each have a full opportunity to discuss what is important to us. With the help of our Team, we will actively participate in the meetings. We commit to listening to the other Participant to understand what is important to them.
- 2.4 We will generate as many options for settlement as possible to reach solutions that address what is important to us, are acceptable to both of us and are best for everyone in the circumstances. We recognize that flexibility will be necessary to reach a settlement of all matters.

Costs of the Process

- 2.5 We jointly agree to make funds available for the purpose of paying our Team and the other professionals retained by us, and to do so in a timely way.

Parenting Our Children

[delete if no children involved; watch whether one child or more]

- 2.6 As parents, we share the enjoyment of and responsibility for our children. We will make every effort to reach solutions that promote our children's health and well-being.
- 2.7 We will insulate our children from involvement in our disputes while we actively promote a caring, loving and involved relationship between our children and each parent.
- 2.8 We will protect our children from adult-level information and decision-making. Even when there is conflict and there are differences between us as parents, we will keep this conflict and these differences from our children. We acknowledge that while parents separate and divorce each other, children do not divorce their parents and ideally should retain or even strengthen bonds with each parent.
- 2.9 We understand that our children want to be involved and heard in matters that affect them. We will remember the difference between providing input and making

decisions. We understand that if our children feel they have been heard, they are likely to be more satisfied with our parenting plans, feel respected, experience less negative emotion and cope better with stress. We will consider how best to include our child/children's voice(s) in this process.

- 2.10 If our Children are under the age of sixteen (16), we will promptly complete the Parenting After Separation Seminar and provide the Certificate showing we have done so to our Lawyers. We understand that attendance at the Focus on Communication in Separation Course ("FOCIS") is also recommended.
- 2.11 We understand that it is necessary to develop an age-appropriate parenting plan that takes into account maximum contact for each child with each of us, as may be consistent with that child's best interests. We may need to discuss and try out different parenting arrangements to help us identify the best parenting plan, and depending on the needs of our children, the parenting plan may require modification from time to time.
- 2.12 To assist us in this process, we may consult a Family Specialist to gather information from us as parents, and if appropriate, from our children. The Family Specialist may give our children the opportunity to talk about changes occurring within our family and to express any fears and concerns and then share that information with us. Our Family Specialist may continue to consult with us regarding parenting concerns or our parenting plan in the future, provided we include this future role in our formal settlement agreement.
- 2.13 **[delete if no adult children]** We acknowledge that adult children are also impacted by divorcing parents and that a Family Specialist may meet with adult children in order to bring their concerns and ideas into the Process.

How the Team Provides Support

- 2.14 Our Team will jointly manage the Process and each member of our Team will sign an acknowledgment of the terms of this Contract.
- 2.15 Each Participant may have discussions outside of the meetings with members of the Team to address process needs and concerns to ensure that the collaborative meetings are as productive as possible. If a substantive question is raised, it will be brought to a collaborative meeting for discussion.
- 2.16 We understand that our Lawyers, while sharing our commitment to the Process, are not neutral and that each Lawyer has a duty to represent his or her own client. Our Lawyers will provide each of us with legal advice throughout the Process and prior to signing the Agreement.
- 2.17 We authorize the Team members to have discussions with each other for the purpose of sharing relevant information and better facilitating the Process.

Other Professionals

- 2.18 If one or both of us work with other professionals who are not registered collaborative professionals, we will retain these professionals jointly, and the professional will have a neutral role, unless otherwise agreed.
- 2.19 Notwithstanding the above, one or both Participants may consult with mental health and health care professionals for his or her own needs or treatment, or with a family violence advocate, without needing the consent of the other Participant. If requested, we will discuss how to manage the costs of doing so.
- 2.20 In all cases, whenever working with one of us outside of the Process, these professionals will be provided with this Contract and asked to coordinate their work to enhance this Process.

Sharing Information

- 2.21 We understand that we are each entitled to full and thorough financial disclosure from the other Participant and we agree to provide that to the other, whether requested or not. If requested, we will provide a sworn statement confirming the financial information provided in the Process.
- 2.22 We will decide how we will collect, compile and make available our financial disclosure to each other and to our Team.
- 2.23 We will disclose any information or changes in our lives if that information and those changes may or will affect our children **[remove if no children]**, our property or our finances. We understand that some information may be disclosed that would not be shared in a court-based process.

Confidentiality

- 2.24 All written and verbal communications and information exchanged within the Process are confidential and *without prejudice*, which means that in our settlement meetings, we are free to discuss all matters without fear that our statements may be later used outside the Process.
- 2.25 We will keep our meeting discussions private and work to protect the privacy of the Participants. No information will be recorded, shared, or published outside the Process, including on social media.
- 2.26 The discussions, documents, and work product of the Participants and each Team member will remain confidential, are not subject to disclosure, and are not compellable as evidence in any proceeding.

Honouring Agreements

- 2.27 All agreements reached during the Process shall be honoured until changed by further agreement. If we wish to withdraw from or change an agreement, we will discuss the change at the next meeting. Until then, we will continue to follow the agreement.
- 2.28 Agreements made during the Process can be reviewed by us until a final formal written agreement has been signed by us with our Lawyers. However, we acknowledge that some agreements may be reached and acted on by us during the Process, such as the sale of a house, and that cannot be undone.
- 2.29 If needed, the Lawyers may create a stand-alone written agreement for us to sign, or they may file a Consent Court Order (“Order”), that sets out the terms of any agreement reached during the Process which we agree shall be binding even if we do not reach a full settlement of all of our matters.

Settlement

- 2.30 When a settlement is reached, the terms of the settlement will be set out in the Agreement and we will be given a reasonable amount of time to consider the Agreement before signing it. For the settlement agreement to be binding, we understand we must have received independent legal advice and signed it with our own Lawyer, separate and apart from the other Participant and that Participant’s Lawyer.
- 2.31 We will attend a final meeting to review the Agreement, to address any final questions and concerns and to determine what needs to be done after the agreement has been signed.
- 2.32 The relevant terms of our Agreement may form part of an Order or Divorce Judgment, which must be filed with the consent of both Lawyers on our behalf.

PART C - COMMITMENT TO THE PROCESS

Starting the Process

- 3.1 The Process begins when we sign this Contract.
- 3.2 We agree that this Contract constitutes an agreement to keep matters out of court and to put any existing court action on hold. For the sake of greater clarity, this means that for the purposes of the *Alberta Rules of Court*, this Contract is a stand-still agreement and brings any existing litigation to a stop until the Process ends, even if an Order is granted as part of the Process.

Ending the Process

- 3.3 The Process ends:
- (a) if one of us retains a lawyer who is not a Registered Collaborative Family Lawyer concerning our family law matters or starts a court process dealing with a matter that is the subject of this Process;
 - (b) whenever a Participant is no longer represented by a Registered Collaborative Family Lawyer; or
 - (c) when we sign an Agreement with our Lawyers, unless we agree to obtain a divorce by consent and then when the divorce is granted.
- 3.4 A change in Registered Collaborative Family Lawyers is not an end to the Process; the Process may continue once the new Lawyer has executed this Contract.
- 3.5 If we agree to apply for Orders to confirm or give effect to our agreements or apply for a Divorce Judgment, then the Process ends upon the granting of the Order(s) or Divorce Judgment.
- 3.6 The Process may end upon the withdrawal of a Lawyer or other Team member:
- (a) if either of us fails to comply with this Contract or otherwise acts contrary to the principles of the Process, including a failure to treat a Participant, Team member or other professional with dignity and respect;
 - (b) if one of us makes unilateral decisions regarding our property, finances or parenting;
 - (c) if agreements made during the Process are not honoured; or
 - (d) if one of us intentionally misrepresents relevant information or fails to disclose information that would be necessary to allow the other Participant to make a fully informed decision.
- 3.7 Either of us may choose to end the Process by giving written notice to the other Participant or to the other Participant's Lawyer that the Process is ended. Neither of us may bring a Court application within 30 days of that notice, unless that Participant satisfies the Court that there is an emergency that must be dealt with before the 30-day period expires.
- 3.8 We agree that if the Process should end, both Lawyers must withdraw and we may not retain another lawyer in our Lawyer's firm or office to represent us in any non-Collaborative or court process.
- 3.9 We will each pay any outstanding accounts rendered by members of the Team and for which each of us may be responsible upon ending or leaving the Process.

Use of Information Provided in the Process

- 3.10 Should either of us start another resolution process or bring a Court application or action against the other after the Process is ended, and unless otherwise agreed in writing by all members of the Team:
- (a) only the documents created outside of the Process for some other purpose may be used; and
 - (b) the following may not be disclosed, used, put into evidence or otherwise referred to:
 - (i) the behaviour of the other Participant;
 - (ii) options generated or proposals for settlement made; or
 - (iii) notes, minutes, spreadsheets or other documents created during the Process, unless used to defend against a Court application or action to challenge a signed formal written agreement.
- 3.11 If the Process ends, the Team members are disqualified as witnesses and shall not be required by either Participant to provide information or give evidence in any other resolution process.
- 3.12** However, should one of us start a contested court proceeding dealing with our divorce or separation issues, our Lawyers will provide to the Court, within thirty (30) days of the Process ending, a letter in the approved form confirming that we both participated in the Collaborative Process.

Commitment

- 3.13 We agree to follow the Guidelines set out in Schedule "A".
- 3.14 We agree to these terms and commit to honouring both the written word and the spirit of the Contract and the Process.

DATED: _____, 20__ at _____, Alberta.

PARTICIPANT

PARTICIPANT

ACKNOWLEDGED BY THE COLLABORATIVE PROFESSIONAL TEAM:

COMMITMENT BY REGISTERED COLLABORATIVE FAMILY LAWYERS

We acknowledge the terms of the Contract which has been entered into by **PARTICIPANT 1** and **PARTICIPANT 2** and commit to providing legal representation which honours both the written word and the spirit of the Contract. We confirm we will never represent our client in a contested proceeding against the other Participant.

LAWYER FOR **PARTICIPANT 1**

LAWYER FOR **PARTICIPANT 2**

COMMITMENT BY [OTHER PROFESSIONALS]

I/We acknowledge the terms of the Contract which has been entered into by [PARTICIPANT 1] and [PARTICIPANT 2]. I/We commit to providing assistance in our area of practice which honours both the written word and the spirit of the Contract.

MHP/COACH/P.SPEC./FP FOR P1*

MHP/COACH/P/SPEC./FP FOR P2*

OR (choose)

NEUTRAL MHP/COACH/P.SPEC./FP

**select appropriate designation when preparing draft*

Schedule A

GUIDELINES AND EXPECTATIONS

1. We will be available to meet regularly and be fully prepared for each meeting.
2. We will focus on the problems and concerns at hand and not attack each other.
3. We will be polite and respectful.
4. We will listen carefully to what each person is saying.
5. We will allow someone else to finish speaking without interrupting so that each person present has a full and equal opportunity to speak.
6. We will speak for ourselves, making “I” statements and using each other’s first names to avoid using “he” or “she”.
7. We will pause before responding.
8. Unless otherwise agreed, we will:
 - (a) maintain our assets and property and not sell or dispose of assets;
 - (b) maintain all existing health and dental benefit coverage; and
 - (c) refrain from incurring debts for which the other may be held responsible; and
 - (d) maintain existing life insurance without change in coverage or beneficiary.
9. We will only change our existing wills with prior notice to the other.
10. **[delete if there are no children]** We will make important decisions regarding our children only after consulting each other.
11. We will provide any relevant financial information requested, as well as written documentation, without objection or delay.
12. We will be patient and recognize that delays in the Process can happen, even when everyone is acting in good faith. At the same time, we will not cause unreasonable delay of the Process.