

COLLABORATIVE PARTICIPATION AGREEMENT

Goals

1. We acknowledge that the essence of "Collaborative Practice" is the shared belief by participants that it is in the best interests of parties and their families in typical Family Law matters to commit themselves to avoiding litigation.
2. We therefore adopt this conflict resolution process, which does not rely on a Court-imposed resolution, but relies on an atmosphere of honesty, cooperation, integrity and professionalism, geared toward ensuring the future well-being of the family.
3. Our goal is to eliminate the negative economic, social, and emotional consequences of protracted litigation to the participants and their families.
4. We commit ourselves to the Collaborative Practice process and agree to use this process to resolve our differences fairly and equitably.

No Court

5. We commit to settling our case without court intervention.
6. We agree to give full, prompt, honest and open disclosure of all information, whether requested or not.
7. We agree to engage in informal discussions and conferences to settle all issues.
8. We agree to direct all lawyers, financial professionals, coaches, child specialists, therapists, appraisers, as well as experts and other consultants retained by us, to work in a cooperative effort to resolve issues without resort to litigation or any other external decision making process except as agreed upon.

Cautions

9. We understand there is no guarantee that the process will be successful in resolving our case.
10. We understand that the process cannot eliminate concerns about the irreconcilable differences, which have led to the current conflict.
11. We understand that we are each still expected to assert our own interests and that our respective lawyers will help each of us do so.
12. Must be approved by court

Confidentiality

12. Nothing in this Agreement waives the attorney/client privilege and the attorneys shall preserve the confidentiality of information, subject to M.R. Prof. Conduct 1.6.

13. Absent legislation or court rule, rules imposing confidentiality, such as those that govern mediation under M.R. Evid. 514, are not applicable to collaborative law agreements.

Professionals' Fees and Costs

14. We agree that our lawyers and the other collaborative professionals assisting us are entitled to be paid for their services, and the first task in a collaborative matter is to ensure payment to each of them. We agree to make funds available for this purpose. And we let you know what regularly.

Participants with Integrity

15. We will work to protect the privacy and dignity of all involved, including parties, collaborative professionals, and consultants.
16. We shall maintain a high standard of integrity and specifically shall not take advantage of each other or of the miscalculations or inadvertent mistakes of others, but shall acknowledge and correct them.

Using Experts, Consultants, and Other Collaborative Professionals

17. If experts such as appraisers or real estate sales persons or consultants of any kind are needed, we will retain them jointly, ensure payment and share their work product.
18. If we jointly engage other collaborative professionals to work with us in a team format, such as financial planners, mental health professionals, or child specialists, the persons we engage will not work for either party outside the Collaborative process. This means they will not act as therapist for any family member or have a business relationship with any party.
19. If other collaborative professionals are engaged, there shall be an individual participation agreement for each, clearly spelling out the professional's role, signed by parties and all team members.

Children's Issues

20. In resolving issues about sharing the enjoyment of and responsibility for our children, the parties, lawyers, and all collaborative professionals shall make every effort to craft solutions that promote the children's best interests.
21. We agree to act quickly to mediate and resolve differences related to the children and to promote a caring, loving and involved relationship between the children and both parents.
22. We agree not to seek a parenting evaluation while the matter is a Collaborative Practice case, except by mutual agreement.
23. We agree to insulate our children from involvement in our disputes.

Negotiation in Good Faith

24. We acknowledge that each of our lawyers represents only one party in our collaborative dispute resolution process.
25. We understand that the process, even with full and honest disclosure, will involve vigorous good faith negotiation.
26. Each of us will be expected to take a reasoned position in all disputes. Where such positions differ, each of us will be encouraged to use our best efforts to create proposals that meet the fundamental needs of both of us and if necessary to compromise to reach a settlement of all issues.
27. Although each of us may discuss the likely outcome of a litigated result, none of us will use threats of litigation as a way of forcing settlement.

Obligations Before Settlement

28. Neither party will transfer or dispose of any assets unless the parties agree in writing
29. Neither party will use any asset as collateral for a loan, unless the parties agree in writing.
30. All available insurance coverage will be maintained and continued without change in coverage or beneficiary designation.

Abuse of the Collaborative Process

31. We each understand that our Collaborative Practice 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 Practice process.
32. Examples of such violations of the process are: the secret disposition of marital property, failing to disclose the existence or the true nature of assets and or obligations, failure to participate in the spirit of the collaborative process.

Disqualification by Court Intervention

33. We understand that our lawyer's representation is limited to the Collaborative Practice process and that neither of our lawyers, nor other lawyers from the same firm, can ever represent us in court in a proceeding against the other spouse.
34. In the event a court filing is unavoidable, both lawyers will be disqualified from representing either client.
35. In the event that the Collaborative Practice process terminates, all consultants, experts, and other Collaborative Professionals will be disqualified, as witnesses and their work product will be inadmissible as evidence.

Voluntary Termination of Collaborative Process

- 36. Either party may unilaterally and without cause terminate the Collaborative Law Process by giving written notice of such election to his or her attorney and the other party.
- 37. Either attorney may withdraw unilaterally from the Collaborative Law Process by giving fifteen (15) days written notice to his or her client and the other attorney. Notice of withdrawal of an attorney does not terminate the Collaborative Law Process; to continue the process, the Party whose attorney withdraws will seek to retain a new attorney who will agree in writing to be bound by this Agreement.

No Unrepresented Parties

- 38. Each client party to this agreement must be represented by counsel licensed to practice law in Maine.

Informed Consent

- 39. Each client party has been fully informed of the Collaborative participation process, including the content of this Agreement, its benefits, risks, rights and obligations, and thereby consents to the Collaborative participation process.

Pledge: BOTH PARTIES AND ATTORNEYS HEREBY PLEDGE TO COMPLY WITH AND TO PROMOTE THE SPIRIT AND WRITTEN WORD OF THIS DOCUMENT.

_____	_____	_____
DATE	CLIENT	CLIENT
	_____	_____
	LAWYER	LAWYER

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