

All Collaborative Law matters must have a Participation Agreement. This is a sample and the Participation Agreement in your matter may differ.

COLLABORATIVE PROCESS PARTICIPATION AGREEMENT

Jill Hill and Jack Hill choose to work within the Collaborative Process to resolve all questions related to the dissolution of their marriage. We have selected Larry Lawyer and Angela Attorney as our Collaborative lawyers. The Washington Uniform Collaborative Law Act (ch 7.77 RCW)^{*} (“UCLA”) applies to our Collaborative Process.

1. Principles

We agree that these principles form the foundation of our Collaborative Process:

Acting with honesty, transparency, and candor;
Demonstrating cooperation, respect, and dignity;
Identifying and addressing the interests and needs of all;
Focusing on the future well-being of ourselves and our children;
Committing to resolve matters directly and without court intervention.

We each voluntarily choose the Collaborative Process and the responsibilities that these principles entail, and agree to devote all our efforts towards efficiently achieving agreement.

2. Communication and Integrity

We commit to communicate with each other honestly, respectfully, and constructively, and to explore and express our needs, interests, goals, and options as a means of reaching agreement. We agree to uphold a high standard of integrity, work cooperatively, and abide by the attached “Rules of Good Faith in the Collaborative Process” which are part of this agreement. We understand that the success of the Collaborative Process depends greatly on each of us and the professionals working together.

We instruct our lawyers and other professional team members to likewise abide by a high standard of integrity and the attached Rules of Good Faith for the Collaborative Process, and give permission to all professional team members to conduct themselves in a manner that might differ from their duties in a litigated process, including our authorization to both lawyers to communicate directly with either of us, including with the person who is not a lawyer’s client.

We understand that the Collaborative Process requires good faith negotiation. Each of us will be expected to take a reasoned and constructive approach on all disputed questions in the interest of reaching agreements. We understand that where our proposed solutions may differ, we will be encouraged to consider modifying our proposals to reach resolution.

^{*} <http://app.leg.wa.gov/rcw/default.aspx?cite=7.77>

3. Disclosure of Information

We understand that the Collaborative Process depends on each of us having adequate information so we can make good decisions. We agree to promptly provide all information that is material to resolve all issues, including full disclosure of all assets, income, expectancies, debts, and budgeting information. We will update information that changes over time to ensure its continued accuracy. We understand that the process will likely be delayed if information is not promptly provided. The weight we give information will be decided by each of us.

Because both of us will be relying on information we provide, our lawyers have informed us that the final agreements will include sworn statements that each of us has fully and fairly disclosed all material information.

4. Integrity

We agree that neither of us may knowingly withhold nor misrepresent information material to the Collaborative Process, and neither of us may behave in a way that undermines or takes unfair advantage of the Collaborative process. We hereby instruct our lawyers and the other professionals to act similarly.

Each of our lawyers is hereby instructed to withdraw from the Collaborative Process and to terminate the process if either of us ignores their advice about withholding or misrepresenting material information, taking unfair advantage of the other party, or otherwise behaving in a manner that undermines the process.

We recognize that the Collaborative Process concludes under the UCLA once an agreement has been signed. However, we agree to be bound by all terms of this Participation Agreement until all steps necessary to implement our agreements reached in the Collaborative Process have been completed.

5. Professional Team Members

Except for the lawyers, all professional team members will be jointly hired and work for both of us. We understand that all professional team members are independent from one another and that none are agents for each other.

We understand that the professional team members will periodically confer so they can work effectively and in coordination, and to better assist us throughout the process. We understand that each professional will bill for those conferences. If there is a conference that includes professionals who are expected to join our team, we agree to pay the fees of those professionals, even if we have not yet have met or formally hired them.

We understand that hourly rates and fees of each lawyer and other professional will be different. We understand that no professional can continue to provide services without payment. We each

agree to undertake to keep payment of all professional fees current. Any disagreements about ultimate responsibility for payment of such fees will be resolved when other financial issues are resolved.

6. Private Consultants.

Neither of us is precluded from using the services of a private consultant, provided that we:

- (a) Advise the professional team of our intent to hire a private consultant, together with the purpose for the consultation;
- (b) Instruct the consultant to follow the spirit and direction of the Collaborative Process as embodied in this Participation Agreement; and
- (c) Instruct the consultant to act collaboratively with the professional team and, if possible, render their opinions together with the professional team member appropriate to the matter in question.

7. No Contested Proceedings during the Collaborative Process

The Collaborative Process begins when we sign this Participation Agreement and per the UCLA ends (a) upon reaching resolution in a signed writing, or (b) upon termination of the Collaborative Process. The end of the Collaborative Process as defined in the UCLA does not define the end of the relationship with any professionals assisting us in the Collaborative Process, who may continue to assist us to implement our agreements or as otherwise allowed.

During the Collaborative Process neither of us shall take any court action nor utilize any other tribunal other than to ratify or give effect to an agreement reached in the Collaborative Process. Under the UCLA, requesting any tribunal to decide any dispute automatically terminates the Collaborative Process.

8. Professional Disqualification from Contested Matters

Each of us has retained the professionals to provide services within the Collaborative Process. Either or both of our lawyers may request a tribunal to approve an agreement that we reach during our Collaborative Process. Our lawyers were each hired for a limited scope representation. Our lawyers, lawyers in any law firm with which our lawyers may be associated, and all other professional team professionals are disqualified and may not represent or otherwise assist of us in any contested family law court or arbitration proceeding, with the exception of the very limited circumstances allowed by the UCLA.

9. Termination of the Collaborative Process

We agree that our participation in the Collaborative Process is voluntary and that either of us has the right to terminate the process at any time with or without cause. "Termination" means the

process is ended prior to reaching resolution in a signed writing. Termination occurs as described in the UCLA, including:

- (a) Either of us gives notice that the process has ended;
 - (b) Either of us files a court proceeding without mutual agreement;
 - (c) Either of us asks a court for relief that is not mutually agreed; or
 - (d) Either of our lawyers is discharged or withdraws from further representation.
- However, in that event, the Collaborative Process continues if within thirty (30) days a successor collaborative lawyer is selected and both of us then consent in writing to continue the process. On the other hand, if a non-lawyer professional is discharged or withdraws from the case, the Collaborative Process does not terminate.

We understand that no professional can make a guarantee of success or complete resolution in the Collaborative Process and that our success will depend on several factors, including our own choices, decisions, and commitment to the process.

If either of us terminates the Collaborative Process, we agree to attend one more joint session within thirty days of giving notice, unless waived by agreement or failure to schedule the joint session within the thirty day period.

Termination of the Collaborative Process disqualifies all professional team members (including lawyers) from providing any further services other than transitioning the matter to successor professionals hired by the parties.

10. Waiting Period If Process Terminates

Absent a bona fide emergency as determined by a court, there will be a thirty day waiting period prior to any court action if the Collaborative Process terminates. "Court action" includes making requests for court intervention and starting discovery. The purpose for the waiting period is to allow each of us to retain a new lawyer and make an orderly transition to a different process. We may bring this provision to the attention of the Court to request a postponement of a hearing or proceeding.

If the Collaborative Process terminates, the provisions of Section 12, "Temporary Agreements to Prevent Surprise," remains in effect until changed by mutual agreement or court order.

11. Confidentiality and Privilege

We agree that all Collaborative communications and work product generated by professional team members are confidential and shall remain confidential.

We understand that the UCLA provides an evidentiary privilege that provides additional protections for Collaborative communications. We agree that the communications, opinions and

work product of all professionals, experts and consultants in the Collaborative Process are Collaborative law communications subject to the UCLA's privilege. We will not offer evidence of any information created for use in the Collaborative Process in any legal proceeding between us, except for: (1) signed agreements, (2) other documents if not subject to privilege.

We understand that mental health professionals and lawyers each have different mandatory reporting requirements. The confidentiality provisions above do not apply to communications by a mental health professional or lawyer that are required or authorized to be made by law, such as reporting abuse or actual or threatened criminal activity.

12. Temporary Agreements to Prevent Surprise

Unless agreed in writing (which may include email) we agree that neither of us will:

- (a) Give away, sell, or transfer any major asset;
- (b) Make any major changes to our financial situations/conditions;
- (c) Incur major expenses or spending above normal historical levels;
- (d) Change any insurance coverage or beneficiary designation;
- (e) Incur new debt apart from normal historical patterns; and
- (f) Change any utilities, accounts, lines of credit, or credit cards.

These temporary agreements will survive the termination of the Collaborative Process unless revoked in writing or by order.

13. Children

We agree to maintain the current residential schedule/arrangements with our children until mutually agreed otherwise and to make every effort to keep our children's best interests in the forefront when discussing children's issues. We have been advised and understand that disputes in our divorce are inappropriate to share with and can be harmful to our children, regardless of our children's ages. We both agree that when speaking with our children, we will not blame the other parent for the divorce, or for any problem or challenge we may face.

14. Enforceability of Agreements

Signed agreements reached in the Collaborative Process are intended to be enforceable and therefore may be presented to the court as a basis for an order, which may be retroactive to the date of the agreement. **Unsigned agreements (including those in progress notes) are not intended to be enforceable absent mutual agreement.**

The instructions given to the lawyers and professionals under this Participation Agreement, including but not limited to the scope and nature of representation, are irrevocable and non-modifiable, and shall survive the conclusion or termination of the Collaborative Process or of this Participation Agreement.

15. Lawyer's Commitment

We each understand that each lawyer has a professional duty to represent solely his or her own client, and is not the lawyer for the other.

Parties:

Dated: _____

Dated: _____

Wife – Jill Hill

Husband – Jack Hill

Example Only

ACKNOWLEDGEMENTS OF PROFESSIONALS

Collaborative Lawyers:

In signing below, each of us affirms that we are the Collaborative lawyers for Jill Hill and Jack Hill. Our intent and commitment is to assist our clients in the manner agreed between them above, and to proceed in a manner consistent with the letter and spirit of this document. By our signature hereon we verify that within the last twelve months we have read the applicable professional protocols of King County Collaborative Law and the Ethical Standards for Collaborative Professionals of the International Academy of Collaborative Professionals, and we commit to abide by those protocols and standards.

Larry Lawyer
Collaborative Lawyer for Wife

Angela Attorney
Collaborative Lawyer for Husband

Other Collaborative Team Professionals:

In signing below, each of us affirms our commitment and intent to proceed in a manner consistent with the letter and spirit of this document, verifies that within the last twelve months we have read the applicable professional protocols of King County Collaborative Law and the Ethical Standards for Collaborative Professionals of the International Academy of Collaborative Professionals, and that we commit to abide by those protocols and standards.

Collaborative Divorce Coach

Collaborative Financial Specialist

Collaborative Child Specialist

RULES OF GOOD FAITH FOR THE COLLABORATIVE PROCESS

Please place your initials at the bottom of this page.

1. We agree to abide by the rules of common courtesy, keep an open mind, be willing to explore options without holding a fixed position, and share all pertinent information.
2. At all times, in meetings and in-between meetings, we will endeavor to treat each other with respect and dignity.
3. We will honor the other's privacy, including belongings and living space.
4. We agree to convert complaints into neutral requests to the best of our abilities, and to refrain from blaming and negative assumptions based on the past behavior of our partner.
5. We agree to work productively in the "here and now" keeping everyone's future well-being in mind.
6. We agree to fully share our most important priorities, goals, and concerns, so that they can be considered and addressed. We agree to listen to each other carefully to try to understand what each other is saying, and to try to take into account the priorities, goals, and concerns of the other.
7. In communications outside of joint sessions, we agree to communicate respectfully, and to honor any requests to defer a discussion to a later time.
8. We agree not to threaten to withdraw from the Collaborative Process or to go to court as a means of achieving a desired outcome or forcing a settlement. We understand that we each play a role in creating a safe environment that is conducive to productive discussions, and will refrain from making threats or engaging in behavior during and in-between joint sessions that could diminish safety.
9. We agree not to take advantage of inconsistencies, miscalculations, wrong assumptions or omissions of the other. Instead, we shall disclose them and seek to have them corrected at the earliest opportunity, and shall instruct our lawyers and the other professionals to do the same.
10. We agree to immediately voice to our own Lawyer any concerns or questions about the Collaborative Process.
11. We agree to not destroy any documents or data that could be relevant or important to the other.

AUTHORIZATION AND CONSENT FORM

1. Professional Team Communications Authorized. We understand that communication between professional team members is essential to the success of the Collaborative Process. These communications help to ensure full and complete disclosure of material information and coordination that allows for an effective process. We therefore authorize and instruct the professional team members to engage in such communications via any means deemed most helpful to us (including email). This authorization and instruction applies to communications with professionals who are expected to join the professional team. We agree that the professionals shall have discretion whether to keep the content of such communications confidential from us in order to maintain an effective process. We further agree that the team professionals may confidentially discuss our case following conclusion or termination of our case for study and learning.

2. Transparency within Professional Team. We understand that neutral professional team members cannot keep secrets from the other professionals, and are expected to disclose information so as to maintain neutrality. Additionally, non-neutral team members (lawyers and individual coaches, if any) are expected to act transparently and with integrity, and are authorized to provide information to other team members that they deem beneficial to the process, unless either of us specifically instruct otherwise as to specific information.

3. Electronic Communications. The professional team is authorized to use electronic tools, including email, to communicate and to store and work with information. Email attachments may include digitized documents and documents may be stored on secured servers accessible via the Internet. We recognize that there is a risk that emails may be intercepted or accidentally misdirected, and that computers can be hacked or have vulnerabilities. Unless otherwise specifically requested and agreed, the professional team is authorized to use such means.

Wife – Jill Hill

Husband – Jack Hill