

COLLABORATIVE LAW CONTRACT

AMONGST:

+++

Husband/Father

and

Lawyer +

Lawyer for Husband/Father

and

Wife/Mother

and

Lawyer *

Lawyer for Wife/Mother

1 GOALS

- 1.1 We believe that it is in the best interests of *** and +++ and their child(ren) to resolve their differences through interest-based negotiation rather than by going to Court.
- 1.2 We agree to use the Collaborative Law Process (called the "Process" in this Contract) to resolve our differences. This Process is based on:
 - honesty;
 - respect;
 - transparency;
 - co-operation;

- moderation;
- compromise;
- integrity; and
- professionalism.

This Process is focused on the **future** well being of *** and +++ and their child(ren).

This Process does **not** rely on Court imposed solutions.

1.3 Our goals are:

- to provide a relaxed atmosphere where both *** and +++ will be comfortable
- to be able to communicate with each other
- to listen to each other
- to share and receive information we each deem is necessary to discuss and reach a settlement of all issues
- to resolve all of ***'s and +++'s differences in the best interests of their child(ren);
- to eliminate the negative economic, social and emotional consequences of litigation;
- to find solutions that are acceptable to *** and +++;
- to allow each of *** and +++ to have time to consider and reflect upon any settlement reached during the Process, to be satisfied with the decisions made by each during the Process; and
- to execute a written agreement setting forth the terms of the agreement reached in this process.

2 WE WILL NOT GO TO COURT

2.1 We commit ourselves to settling this case without going to Court.

2.2 We agree to engage in informal discussions and conferences to settle all issues.

2.3 We understand that Collaborative Law contemplates *** and +++, and their lawyers, meeting from time to time, as all parties may agree, during which time we shall share all information required to allow each of *** and +++ to be satisfied that each has the factual foundation each feels is necessary to allow them to reach a fair settlement.

3 INFORMATION

- 3.1 We agree to give complete, honest and open disclosure of all information, whether requested or not. We understand that this will include complete and accurate information regarding assets, income, debts and expenses.
- 3.2 Any request for disclosure of information will be made informally. *** and +++ will provide this information immediately, regardless of whether that individual feels the information is relevant. We understand that it is important that each of us is satisfied we have enough information to discuss and reach a fair settlement.

4 COMMUNICATION

- 4.1 We agree to communicate with each other, and our lawyers, in a respectful and constructive manner.
- 4.2 We agree to effectively listen to each other, and our lawyers.
- 4.3 We acknowledge that Collaborative Law and our group sessions are to be focused on the future, and not the past. Unnecessary discussions of past events are to be avoided.
- 4.4 We agree not to make accusations or claims not based on fact.
- 4.5 We agree not to discuss what transpires in our group session with anyone not involved in the Process, unless both parties and both lawyers have agreed to the sharing of information. In addition, no statement, comment or disclosure made by either party, an expert, consultant or one of the lawyers during the Process shall be disclosed in any Court process.
- 4.6 We acknowledge that upon commencement of the Collaborative Law Process, all communication regarding the matters to be addressed in the Process are to be discussed in the settlement conference settings. *** and +++ will not discuss these matters with each other outside of the group conference settings unless mutually agreed upon by both of them and their lawyers. The lawyers will meet and/or discuss matters, themselves. Should *** or +++ contact their lawyer between Collaborative Sessions to discuss what is happening in the Collaborative

Law Session or discuss concerns he or she has with the conduct or behavior or communication of the other party between the Collaborative Law Sessions he or she understands that such contact will be disclosed to the other lawyer, who will discuss such contact with his or her client, and that the concerns raised will be discussed by all at the commencement of the next session.

- 4.7 *** and +++ agree that they will not communicate with their children regarding the matters they are discussing in the Collaborative Law Process, except as may be agreed to by the parties and their lawyers.

5 PARTICIPATION WITH INTEGRITY

5.1 We will respect each other.

5.2 We will work to protect the privacy and dignity of everyone involved in this Process.

5.3 Neither *** nor +++ will act unilaterally or without prior consent of the other. Specifically, neither will:

- dispose of family property
- incur any debt which they will expect the other to share responsibility for
- change any facet of the children's lives from that which existed at the time of entering into this contract

When in doubt as to whether the other person's consent is required, both *** and +++ agree to discuss the issue at a Collaborative Law Session before making a decision or commitment.

Either party may:

- make expenditures and incur indebtedness for reasonable and necessary living expenses for food, clothing, shelter, transportation, education and medical care.
- make expenditures and incur indebtedness for reasonable lawyer's fees and expenses in connection with the dissolution of this spousal relationship

It is understood that responsibility for payment of debts and expenses shall be dealt with through the Collaborative Law process.

- 5.4 We will maintain a high standard of integrity.
- 5.5 We will not take advantage of any mistakes anyone makes in this Process.
- 5.6 We will immediately identify and correct any mistakes.

6 WE WILL NEGOTIATE IN GOOD FAITH

- 6.1 We acknowledge that each lawyer represents only one client in this Process.
- 6.2 We understand that this Process will involve vigorous good faith negotiation, with full and honest disclosure.
- 6.3 Each of us will be expected to take a moderate approach in all differences. Where ***'s and +++'s interests differ, each of us will use our best efforts to create proposals which are acceptable to each of us. If necessary, we will compromise to reach a settlement of all issues.
- 6.4 None of us will use threats of litigation as a way of forcing settlement, although each of us may discuss the likely outcome of going to Court.

7 CAUTIONS

- 7.1 *** and +++ understand there is no guarantee that they will successfully resolve their differences with this Process.
- 7.2 *** and +++ understand this Process is designed to solve only the following legal issues (please list):
 - Parenting;
 - Financial Support for their Child(ren)
 - Financial Support for each other;
 - Division of Family Property and Debt; and
 - Expenses of this Process.

This Process is not personal or marriage counselling.

- 7.3 *** and +++ understand that this process can be difficult and will require each of the parties to discuss and to listen about sensitive emotional matters. They each commit to listen and to engage in these discussions.
- 7.4 *** and +++ understand they must assert their respective interests although their lawyers will help each of them to do this.
- 7.5 *** and +++ understand that they should not lapse into a false sense of security that the Process will protect them.
- 7.6 *** and +++ understand that while the Collaborative lawyers each share a commitment to this Process, each of their lawyers has a professional duty to represent his or her own client diligently and is not the lawyer for the other party.

8 LAWYERS' FEES AND COSTS

- 8.1 *** and +++ agree that their lawyers are entitled to be paid for their services. *** and +++ will each pay their own lawyer.

**** OR ****

- 8.2 *** and +++ agree that their lawyers are entitled to be paid for their services. *** and +++ will each pay one-half of the amount owed to each lawyer.

9 EXPERTS

- 9.1 If we need experts, *** and +++ will hire them jointly unless they agree otherwise in writing.
- 9.2 We agree to direct all experts to help *** and +++ to resolve their differences without litigation.
- 9.3 We agree that the expert(s) may not be called by either of us as a witness in Court should we fail to reach a settlement through the Collaborative Law Process, unless *** and +++ **and the expert(s)** agree that the expert(s) may be called as a witness in Court.

10 CHILD(RENS)' ISSUES (IF APPLICABLE)

10.1 We agree:

- to act quickly to resolve differences related to ***'s and +++'s children;
- to promote a caring, loving and involved relationship between ***'s and +++'s children and each parent;
- not to seek a custody evaluation during this Process;
- not to involve ***'s and +++'s children in their differences; and
- *** and +++ will attend the Parenting After Separation Seminar.

11 ABUSE OF THE COLLABORATIVE PROCESS

11.1 We understand that both lawyers must withdraw from this case if either lawyer learns that either *** and +++ has taken unfair advantage of this Process. Some examples of such violations of this Process are:

- *** or +++ abusing their child(ren);
- *** or +++ planning or threatening to flee the jurisdiction of the Court with their children;
- *** or +++ disposing of property without the consent of the other person;
- *** or +++ withholding or misrepresenting information;
- *** or +++ failing to disclose the existence or the true nature of assets or debts;
- *** or +++ acting unilaterally; or
- *** or +++ failing to participate in the spirit of this Process.

12 ENFORCEABILITY OF AGREEMENTS

- 12.1 If this Process ends, any interim agreements or interim arrangements pertaining to parenting, financial support, family property or debt, shall not be binding upon either party, unless such agreement or arrangement has been put into the format of a written document, signed by both *** and +++ and their lawyers. Except as specifically provided to the contrary, each of *** and +++ acknowledges and agrees that they have entered into these interim agreements or interim arrangements as part of the Collaborative Law Process and as a measure of good faith, knowing that if matters do not resolve themselves in the Collaborative Law Process that they are not bound by the positions taken or reflected in any interim agreement or arrangement.
- 12.2 *** and +++ acknowledge that an agreement in principle reached during the Collaborative Law Process is not final nor binding on either of them, unless and until an Interspousal Contract as provided in *The Family Property Act* has been executed by each of them. *** and +++ acknowledge that while both of them intend to be bound by the agreements reached during the Collaborative Law Process, that one of the goals of the Process is to ensure that both parties are satisfied with the settlement reached and that they each have time to consider the settlement reached and that if either needs to discuss or reconsider any aspect of the settlement, that both will reconvene a Collaborative Law Session(s) in order to address that aspect.
- 13 WHAT HAPPENS IF SOMEONE GOES TO COURT
- 13.1 *** and +++ understand that their lawyer's representation is limited to this Collaborative Law Process. Neither of the lawyers can ever represent their own client in Court in a proceeding against the other client, pertaining to a matter addressed within the Collaborative Law Process.
- 13.2 If either *** or +++ goes to Court, both lawyers will be disqualified from representing either *** or +++.
- 13.3 If this Process ends, both lawyers will be disqualified as witnesses, even if *** and +++ agree otherwise in writing.
- 13.4 If this Process ends, all experts will be disqualified as witnesses and their opinions and reports will be inadmissible as evidence, **unless** *** and +++ and the expert agree otherwise in writing.

13.5 If this Process ends, *** and +++ understand that they will have to retain new lawyers from different law firms to represent them in any Court proceedings. *** and +++ further understand that their Collaborative lawyers shall not release any portion of their file to them and shall not discuss any aspect of the client's case with their new lawyer, unless both *** and +++ have specifically and jointly agreed, in writing, to the contrary. Everything which occurred or was shared or acquired during the Collaborative Law Process is considered "without prejudice" and confidential and is not to be referred to or relied upon outside of the Collaborative Law Process. Neither *** nor +++ may refer to any statement, comment or disclosure made by either party, an expert, consultant or one of the lawyers during the Process to the Court for any purpose. The parties understand that the purpose behind this is:

- to allow each of them to be comfortable sharing all information requested or not, even if same would not be shareable in the Court process;
- to encourage each of them to make compromises with a view to reaching a settlement.

13.6 If either *** or +++ decides to withdraw from the Collaborative Law Process, they will give prompt written notice to the other party through his or her lawyer. Upon withdrawal from the Collaborative Law Process, there will be a thirty day waiting period before any Court hearing, to permit each party to retain another lawyer and make an orderly transition. However, if either *** or +++ satisfies a Court that there is an emergency requiring immediate action which must be dealt with before the 30 day period expires, then that Court application will not be a breach of this contract. The purpose of the thirty day waiting period is to avoid surprise and prejudice to the rights of the other party. It is therefore mutually agreed that either party may bring this provision to the attention of the Court in requesting a postponement of a hearing.

13.7 If *** and +++ agree, the lawyers may file divorce documents or other documents reflecting the terms of ***'s and +++'s agreement reached in this Process.

14 PROMISE TO FOLLOW CONTRACT

14.1 *** and +++ agree to follow this Contract and to promote both the

spirit and the written word of this Contract.

Dated at ***, Saskatchewan on _____, 200**.

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Husband/Father

Lawyer +
Husband's Lawyer

Wife/Mother

Lawyer *
Wife's Lawyer

Adopted by: Collaborative Lawyers of Saskatchewan Inc.