

AGREEMENT TO PARTICIPATE IN THE COLLABORATIVE LAW PROCESS

I. AFFIRMATIVE STATEMENTS BY CLIENTS

- We acknowledge that prior to the commencement of the Collaborative Law Process, each of our collaborative attorneys independently advised us of the benefits and risks of participating in the Process and communicated adequate information and explanation about the material risks of and reasonably available alternatives to the Process.
- We acknowledge that prior to the commencement of the Collaborative Law Process, each of our attorneys explained to us and we understood that, if the Collaborative Law Process does not result in settlement of our Dispute and litigation ensues, our collaborative attorneys must withdraw and the parties must retain new lawyers to participate in the litigation.

II. GOALS

- We acknowledge that the essence of the Collaborative Law Process 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.
- 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 the present and future well-being of the family and considers all reasonable options to maximize opportunities for settlement.
- Our goal is to reach settlement in the most amicable way possible and to settle the issues relating to **[the dissolution of our marriage]** (our “Dispute”) in a private and non-adversarial manner that avoids the negative economic, social and emotional consequences of protracted and acrimonious litigation.
- We freely and voluntarily commit ourselves to the Collaborative Law Process as described in this document (“the “Collaborative Law Process” or “Process”) and agree that this Process is in each of our best interests as the means for resolving our Dispute.

III. NO COURT INTERVENTION

- We commit ourselves to settling our Dispute without court intervention.
- We agree to make full, honest and timely disclosure of all information relevant to our Dispute, whether requested or not, without resorting to formal discovery procedures that are available in the litigation process, except as we agree otherwise in writing. We also agree to promptly update information previously provided in which there has been a material change.
- We agree to engage in discussions and conferences to settle all issues, primarily through open, face-to-face negotiations with both attorneys and clients present.

- We agree to direct all participants involved in this Collaborative Law Process, including any retained professionals, to work in a cooperative effort to resolve issues without resort to litigation or any other external decision-making process, except as we agree otherwise in writing.

IV. CAUTIONS

- We understand there is no guarantee that the Collaborative Law Process will be successful in resolving our Dispute.
- We understand that the Collaborative Law Process cannot eliminate concerns about the disharmony, distrust and irreconcilable differences, which have led to the current conflict.
- We understand that the Collaborative Law Process is dependent upon the honesty, integrity and good faith of each participant and cannot protect against dishonesty and bad faith dealings.
- We understand that the Collaborative Law Process differs from the litigation process in its objectives and the means for accomplishing them. For example, formal discovery procedures that are available in litigation, but not in the Collaborative Law Process, include procedures such as subpoenas, depositions, interrogatories, and document requests that are enforced and regulated by the court. In the Collaborative Law Process, unlike litigation, there are no formal court hearings until the settlement is concluded. In litigation each party has the right to advocate in that process by his or her own expert(s), whereas in the Collaborative Law Process ordinarily joint experts are used.
- We understand that until the Collaborative Law Process terminates, we are waiving our rights to formal discovery and court hearings.
- We understand that we should not lapse into a false sense of security that the Collaborative Law Process will protect each of us, because each party is expected to assert his or her own interests; that the Collaborative Law Process, even with full and honest disclosure and a spirit of cooperation, will involve vigorous good faith negotiation; and that, although our attorneys share a commitment to the Collaborative Law Process, each of them has a professional duty to represent his or her client competently and diligently, to exercise independent judgment, and to advocate for his or her own client only, from an interest based, problem solving model of negotiation.
- We understand that despite our best efforts, we may not reach an acceptable agreement in the Collaborative Law Process. We also understand that either of us may become unwilling or unable to engage in the necessary discussions; and either of us may terminate the Process at any time and for any cause or reason or no cause or reason. In any of those circumstances, the Collaborative Law Process would end, both attorneys and their firms and other professionals who participated in the Collaborative Law Process would be discharged and disqualified and we would incur additional time and cost in obtaining new professionals and “starting over”. We understand that we might feel some pressure to settle in order to avoid this result and the additional costs.
- We understand that alternatives to the Collaborative Law Process exist for resolving disputes of this kind including litigation, mediation, arbitration and cooperative law (the

latter of which does not require disqualification of the professionals involved if the process is terminated and the matter is litigated). We each acknowledge that we have considered, and received information sufficient for our purposes, regarding the risks, benefits, advantages, disadvantages and costs of each of these alternatives.

- We understand that there may be statutes of limitations applicable to the legal rights, claims and causes of action of one party against the other and have been advised to seek the advice of counsel other than our collaborative attorneys with respect thereto.

V. PARTICIPATION WITH INTEGRITY AND GOOD FAITH

- We will work to protect the privacy, respect and dignity of all participants involved, including the parties, the attorneys, and the experts and consultants.
- We will maintain a high standard of integrity. We will not take advantage of each other or of the miscalculations or inadvertent mistakes of others, and instead will identify and correct them.
- We agree to inform each other of any proposed significant change in current circumstances before action is taken (except in emergencies) so that we first have an opportunity to reach agreement on the matter.
- 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 us and if necessary to compromise to reach a settlement of all issues.
- Although we may discuss the possible outcome of a litigated result, none of us will threaten litigation as a way of forcing settlement.

VI. THE PROFESSIONALS

- We acknowledge, and our attorneys have confirmed, that each of our attorneys is independent from the other. Each collaborative attorney represents only one party in the Collaborative Law Process, and neither represents the other party.
- We agree that our collaborative attorneys, and any experts or consultants participating in the Collaborative Law Process, are entitled to be paid for their services on a current basis. We agree to make funds available for this purpose.
- If experts or consultants are needed, we will ordinarily retain them jointly as neutrals.
- While neither party and neither collaborative attorney is precluded from consulting privately with separate experts or consultants, each such expert or consultant will be directed to follow the spirit and direction of this agreement, and, when appropriate, to collaborate with each other, meet and confer, and, if possible, render joint statements on the matters in question. The parties agree not to retain separate experts or consultants during the Collaborative Law Process without advising their respective collaborative attorneys of their intent to do so.

- Any expert or consultant participating in the Collaborative Law Process will be advised of the provisions of this agreement and will be required to sign and deliver to each collaborative attorney a copy of this agreement acknowledging that he or she has read this agreement and agrees to be bound by it.

VII. CONFIDENTIALITY

- We agree that any discussion between or among the parties, attorneys, professionals, experts or consultants involved in this Collaborative Law Process, and any documents created or produced by or for any of them during this Collaborative Law Process, will be deemed in the nature of privileged settlement communications, and unless we agree otherwise in writing, and except as provided in this agreement, no statement, communication, or disclosure made by any party, attorney, expert or consultant will be disclosed to or be admissible in any court or subject to discovery for any purpose. We understand that this rule is not intended to preclude admissibility or discovery of information that is obtained from sources outside the Collaborative Law Process; and thus evidence or information that is otherwise admissible or subject to discovery is not or does not become inadmissible, privileged or protected from discovery solely by reason of its disclosure or use in the Collaborative Law Process.
- We agree that the rule stated in the preceding paragraph is subject to the exceptions to privileged communications set forth in the Uniform Mediation Act, 710 ILCS 35/1 et. seq.

VIII. CHILDREN'S ISSUES

- In resolving issues about sharing the enjoyment of and responsibility for our children, the parties, attorneys and therapists will make every effort to reach amicable solutions that promote the children's best interests.
- We agree to act promptly to mediate or otherwise settle our disputes related to the children and to promote a caring, loving and involved relationship between the children and both parents.
- We agree to insulate our children from involvement in our disputes and to conduct ourselves accordingly for their protection.

IX. WITHDRAWAL OF ATTORNEY FOR VIOLATIONS

- We understand that our collaborative attorneys are permitted, and may be compelled, to withdraw from this representation if his or her client fails to comply with this agreement by withholding or misrepresenting information, acts fraudulently, illegally or in bad faith, or otherwise violates the requirements of the Collaborative Law Process. Examples of such violations of the Process are: the secret disposition of property, failure to disclose the true nature and extent for his or her income, assets or liabilities, failure to participate in the spirit of the Collaborative Law Process, abusing the other party or the children of the parties, or planning to flee the jurisdiction of the court with the children.

X. TERMINATION AND DISQUALIFICATION

- If a party decides that this Collaborative Law Process is no longer appropriate and elects to terminate the Collaborative Law Process, that party may terminate the Process by sending a written Notice of Termination to the other party and all other participants. If a collaborative attorney deems it necessary to terminate this Collaborative Law Process, a written Notice of Termination shall be sent to the collaborative attorney for the other party and all other participants. The Notice of Termination may be sent by regular mail.
- The termination of the Collaborative Law Process will occur automatically if a court proceeding is filed by one party against the other party unless both parties agree otherwise in writing; provided that the parties' agreement to continue in the Collaborative Law Process under these circumstances will not bind any professional who had been participating in the Collaborative Law Process to continue, unless the professional agrees in writing to continue participating in the Collaborative Law Process.
- We understand that our collaborative attorneys' representation is limited to the Collaborative Law Process and that neither of our collaborative attorneys (and any attorney who associated in the practice of law with either of our collaborative attorneys during the Collaborative Law Process) can ever represent us in court in a proceeding by one of us against the other involving our Dispute or a matter substantially related to our Dispute, except for the purpose of concluding a settlement reached in the Collaborative Law Process.
- If a court proceeding involving our Dispute is filed by one of us against the other, both collaborative attorneys (and any attorney who associated in the practice of law with either of our collaborative attorneys during the Collaborative Law Process) will be disqualified from representing or assisting either of us in the proceeding or matter substantially related to our Dispute.
- If the Collaborative Law Process terminates, all experts, consultants and other professionals participating in the Collaborative Law Process will be disqualified as witnesses in a court proceeding by one of us against the other involving our Dispute or matter substantially related to our Dispute, and from assisting either of us in such proceeding, and their work product will be inadmissible as evidence.

X. ACKNOWLEDGMENTS

THE PARTIES AND THEIR ATTORNEYS ACKNOWLEDGE THAT THEY UNDERSTAND THE COLLABORATIVE PROCESS, AGREE TO PARTICIPATE IN SAID PROCESS, AND AGREE TO ABIDE BY THE TERMS, CONDITIONS AND SPIRIT OF THIS DOCUMENT. BY SIGNING BELOW WE ACKNOWLEDGE OUR AFFIRMATIVE STATEMENTS IN #1.

Date: _____

Date: _____

Client A

Client B

Attorney for Client A

Attorney for Client B

ATTY. ARDC #: _____

ATTY. ARDC# _____

Address: _____

Address: _____

Telephone: _____

Telephone: _____

Fax: _____

Fax: _____

E-mail: _____

E-mail: _____

Coach: _____

Coach: _____

Address: _____

Address: _____

Telephone: _____

Telephone: _____

Fax: _____

Fax: _____

E-mail: _____

E-mail: _____

Date: _____

Date: _____

Financial Professional: _____ Date _____

Address: _____

Telephone: _____

Fax: _____

E-mail Address: _____

Child Specialist: _____ Date _____

Address: _____

Telephone: _____

Fax: _____

E-mail Address: _____

Other Professional: _____ Date _____

Address: _____

Telephone: _____

Fax: _____

E-mail Address: _____

Other Professional: _____ Date _____

Address: _____

Telephone: _____

Fax: _____

E-mail Address: _____