

**CINCINNATI ACADEMY OF COLLABORATIVE PROFESSIONALS**  
**COLLABORATIVE FAMILY LAW PARTICIPATION AGREEMENT**

The undersigned, \_\_\_\_\_ and \_\_\_\_\_ (referred to individually as “party,” or collectively as “the parties”) intend to resolve their family law matters through the Collaborative Family Law Process (“Collaborative Process”).

The parties wish to reduce the negative emotional, social and financial consequences of the end of their marriage, and in cases involving children, to promote a caring, loving and involved relationship between both parents and the children, and to resolve their issues in an atmosphere of honesty, cooperation, integrity, and professionalism; and

Each party has retained a Collaborative lawyer and the parties agree as follows:

**I. Beginning and Ending the Collaborative Process**

1. The parties agree that the Collaborative Process under this participation agreement will begin when this agreement is signed, and that it will conclude, (1) upon resolution and completion of the Collaborative matter by entry of the Decree(s) or other court order(s), or (2) upon termination of the Collaborative Process.

2. This Participation Agreement does not prevent the Collaborative lawyers or neutral participants from working with each other and/or parties (collectively as to the parties) to effectuate the terms of the agreements reached after the Collaborative Process concludes.

**II. How it Works**

1. The Collaborative Process foregoes the use of formal court procedures available in litigation.

2. During the Collaborative Process, the parties agree to make timely, full, candid, and informal disclosure of information related to the Collaborative matter without formal discovery. The parties further agree that they shall promptly update any information that has materially changed.

3. During the Collaborative Process, the parties promise to conduct

themselves in good faith, honestly, in full cooperation and respectfully towards one another and towards all neutral participants alike.

4. During the Collaborative Process, the parties agree to maintain the status quo, by maintaining insurance coverage and beneficiary designations, preserving assets, and by not incurring extra-ordinary debt or changing any other matters which may materially affect one another, or other members of their family.

5. Each party will notify the other, in advance, of any extraordinary expenditure required to maintain the necessities of life or to generate income.

6. There is no guarantee that the Collaborative Process will be successful, but we commit to give it our best effort.

7. Any mistakes made by either party, any neutral participant, or any Collaborative lawyer will be immediately identified and corrected. Neither party, nor any neutral participant or Collaborative lawyer shall take advantage of any mistake, at any stage of the Collaborative Process.

8. No one will audio or video record any meeting, unless agreed otherwise by the meeting attendees. If anyone creates any unauthorized video or audio recording of a meeting, inadvertently or otherwise, they will destroy any such recording as soon as they become aware of its existence and provide confirmation of destruction to the meeting attendees.

9. Only parties, neutral participants, and Collaborative lawyers may attend meetings or be within earshot of meetings, including virtual meetings, unless expressly agreed in advance.

10. During the Collaborative Process, we will discuss the payment of professional fees, including how they will be paid.

### **III. Enforceability**

If the parties make an interim, temporary, or final agreement that they wish to be enforceable, the agreement must be in writing and signed by the parties and witnessed by their Collaborative lawyers. If either party withdraws from the Collaborative Process, the written agreement(s) entered into during the process may be presented to a court for enforcement.

#### **IV. Neutral Participants and Their Role**

1. The parties may jointly retain neutral participants, such as family relations specialists, financial specialists, or other professionals whom they determine may be of assistance in resolving their matter. The parties expressly acknowledge, and consent that the neutral participants and their Collaborative lawyers, in their efforts to coordinate the Collaborative Process, may or may not, from time to time, conduct private conversations between themselves in order to manage the Collaborative Process. Further, the parties acknowledge that the advice of neutral participants is not binding upon the parties, and is strictly advisory in nature. This Participation Agreement is not intended to prevent one or both Collaborative lawyers from engaging neutral participants directly, with the parties' agreement.

2. Neutral participants from the mental health, counseling or social work fields (known generally as family relations specialists) should not provide individual or family therapy to the parties or their families during or after the Collaborative Process, unless working in a neutral capacity with the consent of both parties.

3. Neutral participants from the financial services or accounting fields should not provide financial planning, investment management services, insurance products or accounting services to parties after the conclusion or termination of the Collaborative Process unless working in a neutral capacity with the consent of both parties.

#### **V. The Collaborative Lawyer's Role**

1. Each party's Collaborative lawyer represents only their own client in the Collaborative Process, even though both Collaborative lawyers will be working as part of the Collaborative team.

2. The parties acknowledge that they are aware of, and fully understand, the various process options available to them for resolution of the family law matters they are facing (including litigation, mediation, arbitration and traditional non-Collaborative attorney negotiation), and that they are each knowingly and voluntarily selecting the Collaborative Family Law Process, as it is set forth herein.

3. Each party acknowledges that their individual Collaborative lawyer is

engaged for the limited scope of helping the parties to settle their family law matters.

**VI. If a Party chooses to leave the Collaborative Process and go to court**

1. The parties specifically agree that the Collaborative lawyers identified in the Participation Agreement (or any lawyer in a law firm with which a Collaborative lawyer is associated) shall be disqualified from representing either party in litigation, concerning the same or similar issue, either pre- or post-decree, which was the subject matter of this Collaborative matter.

2. The parties agree that in any court or other proceeding they will not request, subpoena or summons a Collaborative lawyer, or a neutral participant in the Collaborative Process to make disclosure or to testify as a witness regarding any communication made during the Collaborative Process. This paragraph may only be waived, in writing, by the parties, Collaborative lawyers, and neutral participants.

**VII. Termination of the Collaborative Family Law Process**

1. Either party has the right to terminate the process at any time. Termination of the Collaborative Process occurs (1) when a party gives written notice to all participants that the process is ended, or (2) when a party discharges their Collaborative lawyer or a Collaborative lawyer withdraws.

2. If a party retains a new Collaborative lawyer, a new Participation Agreement must be signed and the Process continues.

3. Neither party may take any action in the court system until 30 days after termination, unless there is an emergency requiring immediate action.

4. Any information gathered or developed during the Collaborative Process may be transferred to a successor lawyer. After each Collaborative lawyer has transferred the information gathered or developed during Collaborative Process to a successor lawyer, that Collaborative lawyer shall not participate in the litigation process.

*The Cincinnati Academy of Collaborative Professionals has approved this Participation Agreement, and the provisions of this Participation Agreement have not been modified or altered.*

In this Collaborative Family Law Process, \_\_\_\_\_ will be represented by \_\_\_\_\_, and \_\_\_\_\_ will be represented by \_\_\_\_\_.

Additionally, the parties agree to retain the services of \_\_\_\_\_ (family relations specialist), and \_\_\_\_\_ (financial specialist), as neutral participants in this Collaborative Family Law Matter. Additionally, the parties acknowledge they have reviewed and executed the applicable agreement for each neutral participant,

\_\_\_\_\_  
Party

\_\_\_\_\_  
Date

\_\_\_\_\_  
Party

\_\_\_\_\_  
Date

## **Expectations of Parties, Lawyers, and Neutral Participants**

1. Be respectful of everyone in the meeting.
2. Attack the problems and concerns at hand. Do not blame each other. No insults.
3. Speak for yourself. Make “I” statements.
4. Listen carefully and try to understand what the other person is saying, without judging the person or the message.
5. Avoid pronouns. Use first names for each other and both Lawyers.
6. Avoid positions. Express what is important to you, what your concerns are, and what you want to talk about.
7. Be ready. Work for what you believe is the most constructive and acceptable agreement for both of you and your family.
8. Do not interrupt. You will have a full and equal opportunity to speak.
9. If you have a complaint, raise it as your concern and follow it up with a constructive suggestion for resolution.
10. If something is not working for you, please tell a Collaborative professional so your concern can be addressed. Talk with them about anything you do not understand. They can clarify matters for you.
11. Be willing to commit time to meet regularly.
12. Be prepared for each meeting.
13. Be patient with each other and the Collaborative professionals. Delays in Collaboration can happen, even with everyone acting in good faith.
14. All video meeting attendees will have their cameras turned on unless agreed otherwise.