

**PRINCIPLES AND GUIDELINES FOR
THE COLLABORATIVE LAW PROCESS FOR COLLABORATIVE MEDIATION**

I. GOALS

- We acknowledge that the essence of Collaborative Law 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 mediated 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 future well being of the family.
- Our goal is to maximize the settlement options for the benefit of all parties and to minimize, if not eliminate, the negative economic, social and emotional consequences of protracted litigation to the participants and their families.
- We commit ourselves to the collaborative law process and agree to seek a better way to resolve our differences justly and equitably.

II. NO COURT OR OTHER INTERVENTION

- We commit ourselves to settling our case without court intervention.
- We agree to give full, honest and open disclosure of all information, whether requested or not.
- We agree to engage in informal discussions and conferences to settle all issues.
- We agree to direct all mediators, attorneys, accountants, therapists, appraisers 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.

III. LIMITATIONS OF THE COLLABORATIVE LAW PROCESS

- We understand there is no guarantee that the process will be successful in resolving our case.
- We understand that the process cannot eliminate concerns about the disharmony, distrust and irreconcilable differences which have led to the current conflict. While we are all intent on striving to reach a cooperative and open solution, success will ultimately depend upon our commitment to making the process work.
- Cooperation does not necessarily mean that a party must put the interest of the other ahead of his or her own interest. However, we acknowledge that open and cooperative agreement-making ensures the greatest likelihood of maximizing the possible outcome as to each party.
- Each of us may continue to act in our best interest, and not necessarily in the other participant's interest, in areas which are outside the scope of our collaborative law case, such as in changing estate plans and engaging in future financial and other activities.
- We understand that we are still expected to assert our respective interests and that our respective attorneys will help each of us do so.
- We understand that we should not lapse into a false sense of security that the process

will protect each of us.

- We understand that the Collaborative Mediator is an attorney who is neutral and whose functions include preparing all pleadings, including agreements and stipulations, that we reach and filing them with the Court as appropriate. The Collaborative Mediator is not an attorney representing the specific interests of either party, and cannot give legal advice to either of us to the detriment of the other. We understand and agree that any communications and questions relating to legal matters that are asked of the Collaborative Mediator will be shared between the parties, as will the answers, and we agree that neither party will attempt to have ex parte communications with the Collaborative Mediator absent a subsequent written agreement between both the parties and the Mediator stating otherwise.

IV. Mediator's and TEAM FEES AND COSTS

- We agree that the Collaborative Mediator and the Collaborative Team Members are entitled to be paid for their services, and the first task in a collaborative matter is to ensure parity of payment for each of them. We agree to make funds available for this purpose.

V. PARTICIPATION WITH INTEGRITY

- We will work to protect the privacy, respect and dignity of all involved, including parties, attorneys, the Mediator, and consultants.
- 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 identify and correct them.

VI. CONSULTANTS

- If consultants are needed, we will retain them jointly unless all parties agree otherwise in writing.
- We shall direct all such consultants to follow the spirit and direction of these Principles and Guidelines.

VII. CHILDREN'S ISSUES

- In resolving issues about sharing the enjoyment of and responsibility for our children, we shall make every effort to reach amicable solutions that promote the children's best interests.
- We agree to act quickly to mediate and resolve differences related to the children to promote a caring, loving and involved relationship between the children and both parents.
- We agree not to seek a custody evaluation while the matter is a collaborative law case.
- We agree to insulate our children from involvement in our disputes.
- We agree to consider attending the *Kids' Turn* program or a similar program with our children.

VIII. NEGOTIATION IN GOOD FAITH

- We understand that the process, even with full and honest disclosure, will involve vigorous good faith negotiation.
- Each of us will be expected to take a reasoned position in all disputes. Where such positions differ, each of us will use our best efforts to create proposals that meet the fundamental needs of both participants and, if necessary, to compromise to reach a settlement of all issues.
- 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.

IX. DISQUALIFICATION BY COURT INTERVENTION

- We understand that our Collaborative Mediator’s involvement is limited to the Collaborative Law process and he can never represent either of us in court in a proceeding against the other spouse. Thus while the Mediator is an advisor, counselor, and negotiator, he may not represent a participant in court, nor be named as the attorney on any document filed with the court after execution of this agreement, other than a Stipulation and Order re collaborative law and/or other mutual stipulations or agreements of the parties and any ancillary documents accompanying such agreements of the parties.

X. WITHDRAWAL OF Mediator

- If the Mediator or either party deems it appropriate to withdraw from the case for any reason, that person will request his/her attorney to do so immediately by a written Notice of Withdrawal to the court and to the other party and his or her attorney. This may be done without terminating the status of the case as a collaborative law case.

XI. ELECTION TO TERMINATE COLLABORATIVE PROCESS

- If either party decides that the Collaborative Law process is no longer appropriate, and elects to terminate the status of the case as a collaborative law case, he/she agrees to do so immediately with written notice of his/her termination election to the court and to the other party, the Mediator, and the attorney of either party if any.
- The termination of the status of the case as a collaborative law case may also occur automatically in the event a party deems it necessary to proceed to court in an emergency to protect the party’s children, property, or himself or herself.

XII. PLEDGE

WE HEREBY PLEDGE TO COMPLY WITH AND TO PROMOTE THE SPIRIT AND WRITTEN WORD OF THIS DOCUMENT.

Dated:

By:

Dated:

By: