COLLABORATIVE PARTICIPATION AGREEMENT

1. Introduction

_____ and _____, ("the parties") have chosen to use the principles of the Collaborative Law Process (hereafter "Collaborative Process" or "Collaborative Law Process" or "Process"), under the Uniform Collaborative Law Act sections 20-168 through 20-187 of the Virginia Code, to settle, in a non-adversarial and private manner, the issues arising from the dissolution of their marriage/domestic partnership and the restructuring of their family. They have retained Collaborative attorneys to assist them in achieving this goal, namely, _____ who represents _____; and _____ who represents _____. (Both parties' attorneys are hereinafter referred to as "the attorneys"). The parties agree as follows:

2. No Litigation

A. The parties agree to devote all of their efforts to settling the issues arising from the dissolution of their marriage/domestic partnership and restructuring of their family without adversarial court intervention. During the Collaborative Process, no pleading or motion will be prepared or filed other than seeking a stay of litigation in order to participate in the Collaborative Process.

B. The parties agree to resolve their issues in the best interest of both of them and their children.

C. Each party understands that his or her Collaborative attorney's representation is limited to the Collaborative Process.

D. The parties agree that neither of their attorneys nor their firms can ever represent either party in a contested court proceeding against the other, or appear as counsel for either party with respect to this or any related matter in any court or on any court filings other than for a mutually-agreed submission of documents to obtain an uncontested divorce or other mutually-agreed consent order; to ask a tribunal to affirm, ratify, and incorporate any agreement resulting from the Collaborative Process into a court order; to enter any uncontested order necessary to effectuate the terms of any agreement resulting from the Collaborative Process; or to seek or defend an emergency order to protect the health, safety, welfare or interest of a party or a party's family or household member, if a successor lawyer is not immediately available to represent such person, until a successor attorney is obtained or the protection is achieved. [Notwithstanding the disqualification in this subparagraph 2.D, another attorney in a firm with the Collaborative attorney representing one of the parties signing this Collaborative Participation Agreement may represent such party without fee in the Collaborative matter or a matter related to such Collaborative matter if the party has an annual income that qualifies the party for free representation under the criteria established by the law firm for free legal representation and the Collaborative attorney is isolated from any participation in the Collaborative matter or matter

related to the Collaborative matter through procedures within the law firm that are reasonably calculated to isolate the Collaborative attorney from such participation.]

3. Full Disclosure

A. The parties agree to provide full and informal disclosure of all important information related to the Collaborative matter. For purposes of this Collaborative Process, this information includes any information, including documents, which either party might need to make an informed decision about each issue in dispute. The parties also agree to provide voluntarily any written authorizations requested that may be required to obtain such information.

B. The parties will not employ formal discovery procedures and acknowledge that they are giving up certain investigative procedures and methods that would be available to them in the litigation process. The parties give up these measures with the specific understanding that they will both make a full and fair disclosure of all assets, income, debts, and other information related to the Collaborative matter and will deal with each other in good faith.

4. Participation with Integrity

A. The parties will work to protect the privacy and dignity of everyone involved in the Process.

B. The parties will not take advantage of any mistakes, misunderstandings, inconsistencies or miscalculations of each other or any other participant, and shall disclose them and seek to have them corrected.

C. The parties commit to meeting regularly and when they do meet, they will be prepared, having done any homework assigned. A party who needs to cancel a meeting for any reason shall give notice to all participants as soon as possible.

5. Communication Between the Parties

A. **Meetings**. The parties agree to work toward the resolution of issues in meetings with their attorneys and any mental health professionals, financial professionals and/or other experts that they and their attorneys agree to include as part of the Process.

B. **Tone of Communications**. The parties' written and verbal communications will be respectful and constructive. Each party will respectfully listen to, acknowledge and attempt to understand the other's point of view, even if they do not agree with it. They will use their best efforts not to interrupt each other or another participant in meetings. The parties will follow the Expectations of Clients and Professionals, which are attached.

C. **Focus of Communications.** The parties will try to focus on the issues that need to be resolved for both of them to move forward with their lives and to bring up past problems in their history only when constructive.

D. **Communications Outside Collaborative Process.** To maintain as constructive a settlement process as possible, the parties agree to try to avoid discussing settlement issues with each other outside of the Collaborative meetings.

6. Preservation of the Status Quo

For the duration of the Collaborative Process, the parties agree to the following commitments:

A. **Assets.** They will not sell, transfer, borrow against, encumber, pledge as security, conceal, assign, remove, or in any way dispose of any property, real or personal, whether or not marital, individually or jointly held by them, without the written consent of the other, except in the usual course of business consistent with past practice or for payment of usual and customary household expenses, reasonable expenses consistent with the past practice of the family or for reasonable professional fees in connection with the Collaborative Process.

B. **Insurance.** They will not borrow against, cancel, transfer, dispose of or change the beneficiaries or any terms of insurance or other coverage including, but not limited to, life, health, dental, vision, automobile, long term care, and disability insurance held for the benefit of either of them or their minor child(ren), without the written consent of the other.

C. **Debts.** They will not incur any debt or liability for which the other may be held responsible, including, but not limited to, further borrowing against any credit lines secured by the family residence, further encumbering of any assets, or using credit cards or cash advances, other than in the usual course of business consistent with past practice or for payment of usual and customary household expenses, reasonable expenses consistent with the past practice of the family, or for reasonable professional fees in connection with the Collaborative Process.

7. Children's Issues

The parties commit themselves to minimizing the trauma to and disruption of their children's lives. To that end, they agree as follows:

A. **No Discussion of Settlement Issues in Presence of Child(ren).** The parties will not discuss settlement issues in the presence or hearing of their child(ren), unless by prior agreement or with the advice of a child specialist.

B. **No Interrogation.** The parties will not question the children about the other parent or the events occurring in his or her residence.

C. **Their Child(ren) Will Not Be Placed in the Middle of Their Disagreements.** The parties will not criticize the other parent to their child(ren) or in their presence. They will

encourage their child(ren) to have affection for both of them. Their child(ren) shall not be forced to choose between them.

D. **Access Will Not Be Withheld.** The parties will not attempt to impede access of their child(ren) to the other parent. The child(ren) shall have reasonable telephone access to both parents, and each parent will have reasonable telephone access to the child(ren).

E. **Information Will Not Be Withheld.** The parties will promptly inform the other parent of any serious accident, illness or other mishap involving their child(ren). The parties will have equal access to records and information regarding their child(ren)'s education, health, activities and general welfare.

F. **Removal from Area.** The parties will not remove, or threaten to remove, their child(ren) from the area, absent the explicit written consent of the other parent. However, they further agree that consent to such removal for vacations or other legitimate activities will not be unreasonably withheld.

8. Team Members and Experts

A. **Collaborative Attorneys.** One Collaboratively trained attorney representing each party is required for participation in the Collaborative Process. The parties understand that each attorney has an ethical obligation to represent only his or her client and a duty to advise his or her client regarding the law and choices in this Process. Both of their attorneys may present them with a summary of the law on particular issues in the Collaborative meetings and in the presence of both of them. This Agreement does not give rise to any claims, contractual or otherwise, by one party against the attorney for the other party.

B. **Additional Team Members.** In addition to retaining Collaborative attorneys, the parties may decide to use the team approach to the Collaborative Process in which case they may retain the following additional team members, with whom they must execute separate engagement agreements and the attached Team Pledge:

i. Two mental health professionals, each acting as a coach for one party to facilitate communication and management of emotions, facilitate the Collaborative Process, and assist with resolving parenting issues;

[Or Alternatively, One-Coach Option] One mental health professional to facilitate communication between them, facilitate the Collaborative Process, and assist with resolving parenting issues;

ii. One mental health professional acting as a child specialist to meet with their child(ren), to provide them with child development information, to voice the needs and/or concerns of their child(ren) when needed, and to provide information to parents and coaches to assist them with resolving parenting issues; and/or

iii. A financial neutral to gather their financial information, to summarize, analyze and/or present it to them as requested, and to assist with resolving financial issues.

The above-listed professionals and the attorneys constitute the Collaborative Team (sometimes referred to as "the Team").

C. **Future Roles of Team Members.** The parties understand and agree that their coaches and child specialist are members of the Collaborative Team only and cannot act as therapists for either of them or for their child(ren), even after the final agreement is signed and the Collaborative Process has concluded. They understand that their financial neutral is a member of the Collaborative Team only, and cannot act as a financial advisor for either of them, or sell products to them, even after the final agreement is signed and the Collaborative Process has concluded. The parties understand that, in the event of contested litigation, their Collaborative attorneys are barred from representing them as set forth in Paragraph 2.C. The parties also understand that, in the event the Collaborative Process is terminated and is not reconvened, no member of the Collaborative Team may continue in the Collaborative Team role except to assist with the transition to a new professional.

D. **Neutral Experts.** When appropriate and needed, the parties will use neutral experts for purposes of valuation, cash flow analysis, mortgage application, appraisal of real or personal property, and for any other issue that requires expert advice and/or recommendations. They will agree in advance as to how the costs of this third-party expert will be paid. When an expert is engaged, they agree that the Team members and the expert may engage in whatever discussions are useful for resolution of the case, including discussions outside of their presence. In the event of litigation, a neutral expert may be called as a witness but only if the expert and both parties agree.

E. **Subsequent Litigation.** Unless the parties and the non-attorney professional Team member or expert agree otherwise, if they select and retain a Team member and/or a joint neutral expert to assist in the Collaborative Process, neither of them may retain such Team member or expert, nor may such Team member or expert participate, in any subsequent litigation between them, whether as an expert, a witness, or in any other capacity. If the parties agree, either of their Collaborative attorneys may be required to testify to confidential information in subsequent litigation.

9. Confidentiality of Collaborative Communications and Exceptions to Confidentiality

A. **Collaborative Communications Privilege.** Collaborative Communication shall be defined as an oral, written, or recorded statement that is made to conduct, participate in, continue, or reconvene a Collaborative Process after the Collaborative Participation Agreement is signed and before the Collaborative Process is concluded. Recorded statement is defined as information which is inscribed on a tangible medium or that is stored in an electronic or other medium and is retrievable in perceivable form. Collaborative Communications cannot be introduced in evidence or compelled to be produced as part of the court discovery process, absent consent of the parties and, in the case of a Collaborative Communication by a non-attorney team

member or joint expert, the consent of such Team member or expert.

B. **Shared Communications Among Team Members, Jointly Retained Experts, and the Other Party.** The parties understand that, by signing this Participation Agreement, they are authorizing the Team members to share the parties' individual communications in this Process, including otherwise privileged or confidential information, among all of the Team members, other professionals retained jointly by the parties in the Collaborative Process, and the other party. Each party instructs his or her attorney and other Team members to have whatever discussions among themselves as are necessary to assist the parties to resolve their differences during the Collaborative Process, including discussions outside of their presence, and including the disclosure of otherwise privileged or confidential information. By signing this Participation Agreement, the parties also instruct their Team Members and jointly retained experts not to share their Collaborative Communications outside the Process.

C. **Asserting Party's Right to Confidentiality.** Either party has the right to assert his or her right to confidentiality at any time during the Process. To do so, he or she must specifically instruct his or her attorney or coach to keep specific information confidential and not reveal it to the Team or the other spouse. Each party understands that such an instruction not to reveal important information to any professional Team member or the other party can result in the professional's withdrawal from the representation of that party and from the Collaborative Process as set forth in Paragraph 10.

D. **Exceptions to Confidentiality and Privilege.** The following are exceptions to confidentiality and are not protected by privilege from discovery or introduction into evidence in a court or adversarial proceeding:

i. A communication that is available to the public or made during a session of a Collaborative Process that is open or is required by law to be open to the public;

ii. A threat or statement of a plan to inflict bodily injury or commit a crime of violence;

iii. Communications intentionally used to plan a crime, commit or attempt to commit a crime, or conceal an ongoing crime or ongoing criminal activity;

iv. Communications in an agreement resulting from the Collaborative Process, evidenced by a record signed by all parties to the agreement;

v. Communications sought or offered to prove or disprove a claim or complaint of professional misconduct or malpractice arising from or related to a Collaborative Law Process;

vi. Communications sought or offered to prove or disprove abuse, neglect, abandonment, or exploitation of a child or adult unless the protective services agency is a party or participant;

vii. Communications necessary to respond to a disclosure or representation about a Collaborative communication that prejudices another person in a proceeding;

viii. Collaborative communications agreed to be disclosed by both parties in a signed record and, in the case of a Collaborative communication by a Team member (other than the attorneys), agreed to be disclosed by the Team member;

ix. If a Court finds, after a hearing *in camera*, that the party seeking to obtain or use the Collaborative communication in discovery or court has shown (a) the evidence is not otherwise available, (b) the need for the evidence substantially outweighs the interest in protecting confidentiality, and (c) the proceeding involves a felony or misdemeanor or proceeding seeking rescission or reformation of a contract arising out of the Collaborative Law Process or in which a defense to avoid liability on the contract is asserted.~~; and~~

~~A disclosure in a report of suspected domestic violence to an appropriate agency~~.

E. **Collaborative Communications and Subsequent Litigation.** If subsequent litigation occurs, the parties mutually agree as follows:

i. They will not introduce Collaborative communications, including statements, admissions, or offers as evidence in court except as provided in Paragraph 9.D.

ii. Except by agreement of both parties and the non-attorney Team member or neutral expert, they will not ask, or subpoena, any non-attorney Team member or any joint neutral expert retained for the Collaborative Process, to testify in any court proceedings, nor take the deposition of any such Team member or joint neutral expert with regard to Collaborative communications.

iii. Except by agreement of both parties, they will not ask, or subpoena, either attorney to testify in any court proceedings, nor take the deposition of either attorney with regard to Collaborative communications.

iv. Except by agreement of both parties and, in the event that the communication sought is made by a non-attorney Team member, the agreement of the non-attorney Team member, the parties will not require production in discovery or at any court proceedings of any notes, records, or documents in the possession of either attorney, any Team member, or any joint neutral expert retained for the Collaborative Process.

v. Certain Collaborative communications and materials may be admissible in court as set forth in Paragraph 9.D.

10. Termination of Collaborative Process and Withdrawal from Collaborative Process.

A. **Conclusion or Termination of Collaborative Process.** The Collaborative Process is concluded by resolution by the parties of their issues, or a portion of their issues, set forth in a signed agreement provided, however, that if the parties by consent ask a court to approve their agreement, or any part of it, the Process does not conclude and continues for such purpose. The Collaborative Process must be earlier terminated if any of the following occurs:

i. If either party gives notice to the other party that the process is ended (see Paragraph 10.B);

ii. When either party begins a litigation or adjudicative proceeding related to a Collaborative matter without the agreement of all parties;

iii. If, in a pending litigation or adjudicative proceeding related to the Collaborative Matter, either party requests to lift a stay of litigation that has been stayed in order to commence the Collaborative Process; initiates a pleading, motion, an order to show cause, or a request for a conference with the tribunal; requests that the proceeding be put on the tribunal's calendar; takes similar action requiring notice to be sent to the parties or otherwise initiates or resumes a proceeding inconsistent with the stay; or,

iv. If a party discharges his or her Collaborative attorney, or a Collaborative attorney withdraws, and is not replaced within thirty (30) days after such discharge or withdrawal in accordance with the procedure provided in paragraph 10.D. below.

B. **Termination by a Party.** If either party decides to withdraw from the Collaborative Process, the party shall give prompt written notice to the other party or Team members. Such notice may be given through his or her attorney. Such withdrawal by a party terminates the Collaborative Process. Upon such withdrawal, in order to provide the other party with the opportunity to retain another attorney and make an orderly transition, there will be a thirty (30) day period (unless there is an emergency) before either of them files any pleading or motion with, or otherwise makes any request to, a court. **During this thirty (30) day period, all temporary agreements, even if unsigned, set forth in approved Minutes, and the parties' agreement herein to preserve the status quo, will remain in full force and effect**. The intent of this provision 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, or dismissing the case, or ensuring that the terms of temporary agreements and the parties' status quo agreement are followed during the thirty (30) day period. In the event that a party terminates the Process under 10.A(ii) or (iii), the other party is not bound by the waiting period described herein.

C. **Retain New Counsel.** The parties understand that in the event of the termination of the status of this case as a Collaborative case and the commencement of a contested court or adjudicative proceeding, they must select new attorneys and additional fees will likely be required in retaining new counsel.

D. **Withdrawal or Discharge of Attorney from Collaborative Process.** Any attorney who withdraws from representation of his or her client, or has been discharged, shall provide written Notice of Withdrawal to his or her client, the other attorney, and to all other professionals involved. The unrepresented party may elect to continue in the Collaborative Law Process and to timely replace his or her attorney. The Collaborative Law Process can continue if within thirty (30) days of the attorney's withdrawal or discharge: (i) the unrepresented party engages a successor Collaborative lawyer; (ii) the parties consent to continue the process by reaffirming the Collaborative Law Participation Agreement; (iii) the Participation Agreement is amended to identify the successor Collaborative lawyer; and (iv) the successor Collaborative lawyer confirms the lawyer's representation of a party in the Collaborative Law Process. If a new agreement is not executed within thirty (30) days, then the parties are entitled to proceed as if the Collaborative Process were terminated as of the date the first written notice of withdrawal was given. Each party agrees and acknowledges that, under certain circumstances, an attorney is required to withdraw from representation of a party in the Collaborative Process. A Collaborative attorney must withdraw from the representation in the event he or she learns that his or her client has withheld or misrepresented information that should properly be shared as part of the Collaborative Process and **continues to withhold or misrepresent such information, or otherwise acts so as to undermine or take unfair advantage of the Collaborative Process, or in the event that either party initiates contested litigation.** The attorney withdrawing shall advise the other attorney that he or she is withdrawing, **but shall not reveal the reason for the withdrawal.**

E. **Withdrawal of Other Team Member.** Any other Team member may deem it appropriate to withdraw from the case for any reason set out in Paragraph 10.D. He or she agrees to do so by a written Notice of Withdrawal to his or her client, the attorneys and to all other professionals involved. This may be done without terminating the status of the case as a Collaborative case. Within thirty (30) days thereafter, the parties will use their best efforts to reach agreement on whether to replace the withdrawing Team member with another professional, in which case a new Team Pledge must be executed, or the case may proceed without replacing such professional.

F. **Transition of Files.** Each party understands that, if the Collaborative Law Process terminates, each party: (i) has the right to his or her file from his or her attorney, and may direct that his or her file be provided to a successor attorney; (ii) is generally entitled to the divorce coach's or child specialist's file; and (iii) is entitled to the financial reports prepared by the financial professional if the party has complied with terms of payment. In such a case, the Collaborative attorney is authorized to disclose communications made during the Collaborative Process to any successor attorney, if so requested by the party.

11. Emergency Orders

A. Notwithstanding 2.A above, during a Collaborative Process, a court may issue emergency orders to protect the health, safety, welfare, or interest of a party or a party's family or household member, even though no notice of termination of the Collaborative Process has been given. The Collaborative Process terminates if a party seeks such an emergency order.

B. Notwithstanding 2.C above, a Collaborative attorney is authorized to seek or defend an application for an emergency order to protect the health, safety, welfare, or interest of a party or a party's family or household member, if a successor attorney is not immediately available to represent such person until such person is represented by a successor attorney or reasonable measures are taken to protect the health, safety, welfare, or interest of the person.

12. Enforceability of Agreements tTo bBe Relied Upon

The parties may decide to enter into a written agreement during the Collaborative Process that they intend shall survive and be binding after the Process terminates, even if the Process fails. **They understand that such a written agreement, referred to as an Agreement to be Relied Upon, shall be signed by both of them during the Collaborative Process and shall be legally enforceable and shall survive the termination of the Process**. It may be presented to the court as a basis for an order, and the court may make it retroactive to the date of the written agreement. Similarly, once a final agreement is signed, it is legally enforceable and may be presented to the court in a subsequent action.

13. Fees and Costs

A. **Collaborative Attorney.** Each party has retained his or her own attorney and will pay for that attorney's services, unless otherwise agreed to in the Collaborative Process.

B. **Collaborative Coach.** In the event each party retains his or her own coach, each party will retain and pay for that coach's services, unless otherwise agreed to in the Collaborative Process. In the event that the parties retain a single coach, they shall decide in the Collaborative Process how that coach will be paid.

C. **Other Team Member or Joint Expert.** In the event that the parties agree to retain a child specialist, financial neutral or other joint neutral expert, they shall decide in the Collaborative Process how that professional will be paid.

D. **Payment.** The parties will work together to provide the requested retainers and remain current in payments to each Collaborative professional and/or joint neutral expert retained to assist either or both of them. If any Collaborative professional or neutral expert has

an outstanding balance that has remained unpaid for over 60 days, then the unpaid balance shall be discussed and resolved before moving on to other issues.

14. Stay of Court Proceeding

If the parties to this Collaborative Participation Agreement are currently parties to pending litigation with each other, they agree to file a consent motion to seek a stay of such litigation pursuant to VA Code §20-172 and to comply with such section. If either party opposes the stay, this Collaborative Participation Agreement shall be null and void and the provisions barring the attorneys from continuing to represent the parties in contested litigation shall not apply. If the pending litigation is stayed and the parties participate in the Collaborative Process, and if either party thereafter seeks to have the stay lifted, this Participation Agreement continues in full force and validity and the provisions of Paragraph 2.C disqualifying the attorneys from representing the parties in contested litigation shall apply.

15. Choice of Law and Enforcement of Participation Agreement.

A. In the event that the parties live in two different jurisdictions, the parties, after receiving advice from their respective attorneys, may agree on which jurisdiction's substantive law shall apply to the case for purposes of providing legal information to the parties.

B. This Participation Agreement shall be interpreted and enforced under the laws of Virginia.

16. **Acknowledgement of Informed Consent**. Each party understands that his or her Collaborative attorney's representation is limited to the Collaborative Law Process. Each party has discussed with his or her attorney: (i) factors reasonably related to whether a Collaborative Process is appropriate; (ii) information reasonably sufficient to allow that party to make an informed decision about the material benefits and risks of a Collaborative Process; (iii) the fact that participation in a Collaborative Process is voluntary and any party has the right unilaterally to terminate a Collaborative Process with or without cause; (iv) the fact that filing in court unilaterally will terminate the process; and (~~i~~v) the fact that if the Collaborative Process terminates prior to full resolution of all Collaborative matters, the party will need to obtain another attorney or proceed without an attorney. Each attorney has made a reasonable inquiry into whether there exists a history of family abuse between the prospective parties and, if such circumstances exist, the party has requested to proceed with the Collaborative Process and the attorney reasonably believes that the safety of the party can be adequately protected during the process. Each attorney has explained to the client that a Collaborative attorney who represents a client in a Collaborative Process pursuant to a Collaborative Participation Agreement and the attorney's firm may not represent a party in a contested proceeding related to the Collaborative matter, notwithstanding any subsequent agreement between the client and the attorney, except as provided in Paragraph 2.D.~~and that an attorney associated with a firm with which the Collaborative attorney is associated may not appear before a tribunal to represent the client in a~~

~~proceeding related to the Collaborative matter other than a mutually-agreed submission of documents to obtain an uncontested divorce or other mutually-agreed order or stipulation.~~

17. Instructions to Their Attorneys

Each of the parties instructs his or her attorney, and any other Collaborative Professionals engaged by the parties, to help them honor the promises made in this Agreement. Each party also instructs his or her attorney, and such other engaged professionals, not to act in any way in a manner inconsistent with the promises they have made herein.

Each party agrees to follow and instructs his or her attorney, and any other Collaborative Professionals engaged by the parties, to follow this Collaborative Participation Agreement and to promote both the spirit and written word of this Agreement.

Expectations of Clients and Professionals

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. Use first names for each other and both Attorneys. Avoid "he" or "she."
6. Express yourself in terms of what is important to you, what your concerns are and what you want to talk about. Avoid positions, black-and-white thinking, and rigidity.
7. Be ready to work for what you believe is the most constructive and acceptable agreement for both of you and your family.
8. Do not interrupt when another person is speaking. You will have a full and equal opportunity to speak about everything that you want to talk about.
9. If you have a complaint, raise it as your concern and follow it up with a constructive suggestion about how it might be resolved.
10. If something is not working for you, please tell your attorney so that your concern can be addressed. Talk with your attorney about anything you do not understand. Your attorney 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 your attorneys. Delays in Collaboration can happen, even with everyone acting in good faith.

Prepared by Palliser Conflict Resolution

With Thanks to Stuart Webb

and adapted for use in Montgomery County, Maryland

[Party's Name]	[Party's Name]
Date	Date

I, _____, confirm that I will represent _____ in the Collaborative Process referred to in this Collaborative Participation Agreement.

_____
[Attorney's Name]

_____
Date

I, _____, confirm that I will represent _____ in the Collaborative Process referred to in this Collaborative Participation Agreement.

_____
[Attorney's Name]

_____
Date

TEAM PLEDGE TO COLLABORATIVE PARTICIPATION AGREEMENT

All parties, attorneys, coaches, financial neutral, child specialist, and other neutral experts hereby pledge to comply with and to promote the spirit and written word of the Collaborative Participation Agreement, signed on _____ by the parties.

Parties:

Date:_____ _____
Name of Party

Date:_____ _____
Name of Party

Collaborative Professionals:

_____ _____
Collaborative Attorney for Party Collaborative Attorney for Party

_____ _____
Date Date

_____ _____
Collaborative Coach for Party Collaborative Coach for Party

_____ _____
Date Date

_____ _____
Collaborative Financial Child Specialist

_____ _____
Date Date

Other Joint Neutral Experts:

_____ _____

_____ _____
Date Date

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