

## **SUMMARY OF PARTICIPATION AGREEMENT PROVISIONS**

### **Suggested introductory points:**

- In this process, we will be working through the issues in your case and also tend to the emotions that come along with doing that. We want to tailor this process to meet the individual needs of each of you and your family.
  - We will share an agenda in advance of each meeting and there will be minutes after each meeting to summarize work done.
  - To start the process, we will now review and sign the Participation Agreement.

### **Commitments parties make to each other (1-6):**

#### **Focus on settlement (1 and 2):**

- You have decided to use this non-adversarial process to settle all issues without going to Court.
- You understand and agree that neither attorney can continue to represent you if you decide to litigate.
- You agree to resolve your differences in the best interests of each other and your children

#### **Disclosure (3):**

- You will voluntarily provide all important information so you can both make informed choices.

#### **Privacy and dignity (4):**

- You will participate with integrity.
- You will not take advantage of mistakes.
- You will meet regularly and complete homework.

#### **Communication (5):**

- You agree to communicate with each other respectfully and to listen to each other.
- You agree not to discuss settlement issues outside of process. Does not mean you cannot speak to each other.

#### **Status quo (6):**

- This Paragraph is about maintaining trust.

- Keep all financial arrangements the same. If you are not sure whether something complies, please bring it up with the professionals so we can discuss it in a meeting.
- Don't dispose of any assets.
- Don't change any insurance.
- Don't incur debt on behalf of the other.

**Commitments you make to each other regarding your Children (7):**

- We want to insulate the children. Be hyper vigilant. Don't let friend tell you about aunt Mae's horrible divorce.
- Agree to protect your children by not placing them in the middle of your discussions and disagreements.
- Keep each other informed about the children in terms of travel, injuries or other major events.

**Team configuration and roles (8):**

- Each lawyer represents only his/her client.
- Mental Health Professionals may be involved as coaches
- Mental health Professional may be involved as a Child Specialist
- Financial Neutral to gather, organize and develop financial information
- Attorneys may present information on the law in team meetings.
- Team cannot change roles after Process ends—coach cannot be therapist, financial neutral cannot be financial advisor
- Team cannot be involved in any future litigation
- Can hire additional experts as needed

**Confidentiality (9):**

- Communications made in process are protected and cannot be introduced into evidence
- Parties agree that the professionals can share information with the other party and all team members in the process as part of our work to resolve your case.
- Professionals cannot share information outside of the process.
- Some exceptions like threat of injury or a crime.
- Either party has the right to assert his or her right to confidentiality. 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. Coach/attorney will evaluate whether other party would need to

know information and this request could result in withdrawal of the professional.

### **Termination and withdrawal (10):**

- The Process is concluded by agreement provided that the parties can ask a court to enter a consent order and the Process continues for this purpose
- The Process is terminated if:
  - Party terminates
  - Party files contested case in court
  - Attorney withdraws or is dismissed and is not replaced within 30 days
- If the Process is terminated, there is a 30-day period in which financial arrangements and agreements made would continue. Also, neither party can file in court during this 30 day period.
- If Process is terminated, must hire a new attorney.
- Attorney must withdraw if party withholds important information or otherwise acts to undermine process.
- If Collaborative attorney withdraws and is replaced within 30 days by a new Collaborative attorney and a new participation agreement is signed, Process can continue.

### **Emergency orders (11):**

- In event of domestic violence if no other attorney is available, attorneys can represent you until another attorney can be found. In that situation, the Collaborative Process would terminate.

### **Particular agreements that can be made in the Process (12):**

- In this Process you two can make an agreement that would survive the Process even if the Process ends prematurely. If a situation arises when this would be appropriate, we will be very clear about what is required to make such an agreement.

### **Fees (13):**

- Agree in the process how fees will be paid
- If don't agree otherwise, agreement provides that you each pay your own attorney and coach

**Stay provisions (14):**

- Explains the requirements if you are in litigation and file for a stay
- If you sign the participation agreement agreeing to a stay and then oppose the stay, this agreement is no longer valid and the attorneys can represent you in litigation

**Choice of law (15):**

- If you have a choice of jurisdiction, states which jurisdiction's law governs the process

**Informed consent (16):**

- Explains that you have fully discussed the provisions in this agreement and the Collaborative Process with your attorney and understand that you are voluntarily agreeing to enter into the Collaborative Process

**Instructions to attorneys (17):**

- Instructs the attorneys themselves to act consistently with the provisions of the participation agreement

[AWW-0003] - [Collaborative - D.C. Metro Protocols]