

COLLABORATIVE PRACTICE
PARTICIPATION AGREEMENT
(WITH CHILDREN)

_____ and her attorney, _____, Esq., and _____ and his attorney, _____, Esq. have chosen to use the principles of Collaborative Practice to settle the issues arising from the dissolution of their marriage. The primary goal of Collaborative Practice is to settle in a non-adversarial manner the issues of the parties' separation and dissolution of their marriage. The parties have retained collaborative professionals to assist them in reaching this goal. Each party shall have the benefit of counsel of his or her choice and shall have all of the privileges and benefits of the attorney-client privilege and each attorney shall serve as an advocate for his or her client in the Collaborative Process, notwithstanding their effort to reach a fair and reasonable settlement without resorting to litigation.

COMMUNICATION

The parties intend to communicate effectively with one another and to settle the dissolution of their marriage in an efficient and economical manner. Written and verbal communications will be respectful and constructive and will not include accusations or claims which are not based in fact.

It is agreed that communication during settlement meetings will be focused on constructive resolution of all issues. The parties and their lawyers understand that the costs for settlement meetings are substantial and require everyone's cooperation to make the best possible use of available resources. To achieve this goal, the parties agree not to engage in unnecessary discussions of past events.

To maintain an objective and constructive settlement process, the parties agree to discuss settlement of their dissolution issues only in the settlement conference setting. Discussions outside of the conference setting must be agreed to by the parties and their collaborative professionals. Settlement issues will not be discussed at unannounced times by telephone calls or appearances at the other party's residence.

The parties acknowledge that inappropriate communication regarding their dissolution can be harmful to their children. Communication with the children regarding these issues will occur only if it is appropriate and done by mutual agreement or with the advice of a child specialist. The parties specifically agree that their children will not be included in any discussion regarding the dissolution except as described in this Agreement.

SPECIALISTS

The parties will work with neutral specialists for purposes of gathering financial data, valuation, cash flow analysis, and financial guidance, planning, support and budgeting. If necessary, and agreed by the parties and their attorneys, the parties may seek the use of additional specialists to help facilitate reaching an agreement. Any such expert shall be directed to follow the spirit and direction of this Participation Agreement.

INFORMATION

The parties and their attorneys agree to deal with each other in good faith to provide promptly all necessary and reasonable information requested. No formal discovery procedures will be used unless specifically agreed to by the parties.

The parties acknowledge that by using informal discovery they are giving up certain investigative procedures and methods that would be available to them in the litigation process. They give up these measures with specific understanding that both parties shall make full, fair and complete disclosure of all information having a material bearing on their case, whether requested or not, including but not limited to assets, anticipated assets, income, debts and other information necessary to a fair settlement with full knowledge of all pertinent facts. Participation in the Collaborative Process, and the settlement reached, is based upon the assumption that both parties have acted in good faith and have provided complete and accurate information to the best of their abilities. By signing this document, the parties commit to making full and fair disclosure of their income, assets and debts.

Each attorney shall have the duty and obligation to withdraw his or her representation immediately upon learning that their client has knowingly withheld or

misrepresented information having a material bearing on the case or otherwise acted so as to undermine or take unfair advantage of the Collaborative Process.

ENFORCEABILITY OF AGREEMENT

In the event that either party requires a temporary agreement for any purpose, the agreement will be put in writing and signed by the parties and their attorneys. If either party withdraws from the Collaborative Process, the written agreement may be presented to the court as a basis for an order, which the court may make retroactive to the date of the written agreement. Similarly, once a final agreement is signed, if a party should refuse to honor it, the final agreement may be presented to the court in any subsequent action.

LEGAL PROCESS

Court Proceedings: Unless otherwise agreed, prior to reaching a final agreement of all issues, no Summons and Petition will be served or filed, nor will any other motion or document be prepared or filed which would initiate court intervention. When the parties have reached a final agreement, the parties will file a Joint Petition, if possible, unless otherwise agreed or required by the court. Neither party nor their attorney will use the court during the Collaborative Process unless it is mutually agreed.

The parties understand that their attorneys' representation is limited to the Collaborative Process. Thus, while the party's collaborative attorney is an advocate, he or she cannot represent the party in court in any adversarial proceeding should this process terminate without a final agreement. In the event a party files adversarial documents with the court, the collaborative attorneys will be disqualified from further representing their clients and the Collaborative Process will automatically terminate. Except upon mutual written agreement of the parties to the contrary, in such event all collaborative team members will be disqualified as witnesses and their work product will be inadmissible as evidence in any adversarial court proceeding.

Withdrawal from Collaborative Process: If a party decides to withdraw from the Collaborative Process, prompt written notice will be given to the other party through his or her lawyer. Upon withdrawal from the Collaborative Process, there will be a thirty

(30) day waiting period (unless there is an emergency or the non-filing party fails to honor agreement reached in negotiations) before any court hearing, to permit the other party to retain another attorney and make an orderly transition. All temporary agreements will remain in full force and effect during this period. 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. The parties understand and agree that their attorneys in the Collaborative Process cannot and will not represent them in a contested proceeding and that, upon withdrawing from the Collaborative Process, each party must retain another attorney to represent him or her in litigation. The attorney representing each party in the Collaborative Process may, however, consult with his or her client and new attorney. The clients understand that in retaining new attorneys in the event of a termination of the case, each participant will likely incur an additional retainer.

RIGHTS AND OBLIGATIONS PENDING SETTLEMENT

Although the parties have agreed to work outside the judicial system, consistent with Georgia Law, the parties agree that:

1. Neither party will dispose of any assets except: a) for the necessities of life or for the necessary generation of income or preservation of assets; b) by an agreement in writing; or c) to retain counsel to carry on or contest this proceeding.
2. Neither party may harass the other party;
3. All currently available insurance coverage must be maintained and continued without change in coverage or beneficiary designation;
4. Each party agrees to submit to the jurisdiction of the court;
5. Neither party shall cause or permit the minor children of the parties to be removed from the jurisdiction of this court; and
6. As part of their commitment to the Collaborative Process, the parties further agree that neither party shall retain the services of a private investigator or otherwise place the other party under surveillance or investigate the other party's conduct or assets without that party's knowledge.

PARTICIPATION WITH INTEGRITY

The participants in the Collaborative Process agree to protect the privacy, respect and dignity of all involved, and the parties agree to uphold a high standard of integrity. The parties specifically agree that they shall not take advantage of inconsistencies, misstatements of fact or law, or others' miscalculations, but shall disclose them and seek to have them corrected. In the event a collaborative practice attorney discovers inconsistencies, misstatements of fact or law, or miscalculations by his or her client or by any consulting professional, the attorney shall inform that person of the discovery and remind him or her of the obligations under this Agreement and request that person make the required disclosure. In the event a collaborative practice attorney discovers that she or he has made a misstatement of fact or law or a miscalculation, she or he shall disclose and correct the same. In the event a collaborative practice attorney discovers that his or her collaborative counterpart has made a misstatement of fact or law or a miscalculation, she or he shall inform the attorney of the discovery and request him or her to disclose and correct the same.

CONFIDENTIALITY AND WAIVERS

The parties agree to sign confidentiality waivers with the collaborative practice team so that the team professionals will be able to speak freely with each other for the purpose of facilitating the collaborative team approach. The parties understand that they may rescind their waivers, but that will most likely result in the end of the Collaborative Process. The parties understand that the confidentiality privilege still exists with respect to anyone outside the collaborative practice team that is assisting them, but that the confidentiality privilege may be waived in the following circumstances:

1. If there is reason to believe that a party is in danger of hurting her or himself;
2. If a party expresses an intention to hurt someone else;
3. If there is reasonable suspicion that a child, elder or dependent adult is being abused.

The parties agree that all documents, with the exception of those documents that would otherwise be discoverable in the litigation process, shall be inadmissible for any

purpose in any subsequent proceeding except as otherwise agreed between the parties and their attorneys.

The parties further agree that in the event the Collaborative Process terminates, the work product, including all content (written and oral) of any team member, remains confidential and will be inadmissible as evidence in any court proceedings.

ACKNOWLEDGMENT

Both parties and their attorneys acknowledge that they have read this Agreement, understand its terms and conditions, and agree to abide by them. The parties understand that by agreeing to this alternative method of resolving their dissolution issues, they are giving up certain rights, including the right to formal discovery, formal court hearings, and other procedures provided by the adversarial legal system. The parties have chosen the Collaborative Process to reduce emotional and financial costs and to generate a final agreement that addresses their concerns. They agree to work in good faith to achieve these goals.

Date: _____

Date: _____

Wife: _____

Husband: _____

Address: _____

Address: _____

Phone: _____

Phone: _____

E-mail: _____

E-mail: _____

ATTORNEYS

_____, Esq

Attorney for Wife

Georgia Bar No. _____

Address: _____

E-mail: _____

_____, Esq.

Attorney for Husband

Georgia Bar No. _____

Address: _____

E-mail: _____