

**COLLABORATIVE DIVORCE PROFESSIONALS  
INTERDISCIPLINARY AGREEMENT**

**This Collaborative Divorce Agreement** (this “Agreement”) is entered into on \_\_\_\_\_, 20\_\_ by and between:

\_\_\_\_\_ (“Spouse”),  
\_\_\_\_\_ (“Spouse”),  
\_\_\_\_\_ (“Attorney”),  
\_\_\_\_\_ (“Attorney”),  
\_\_\_\_\_ (“Coach”),  
\_\_\_\_\_ (“Financial Professional”)  
and \_\_\_\_\_ (“Child Specialist”)

(All of the above-named parties are, collectively, the ‘Participants’; all of the above-named parties, minus the Spouses are, collectively, the “Collaborative Divorce Team”). The Participants agree to be bound by the principles and guidelines set forth in this Agreement.

**I. GOALS:**

- A. The essence of the process of collaborative divorce is the shared belief that it is in the best interests of people involved in the divorce process and their families to avoid litigation.
  
- B. We adopt this process, which does not rely on a court-imposed resolution, but on an atmosphere of honesty, cooperation, integrity and professionalism dedicated to the future well-being of each family member.
  
- C. We wish to minimize for each family member the negative economic, social and emotional consequences of the adversarial divorce litigation process.
  
- D. We commit ourselves to the collaborative divorce process to resolve the Spouses differences justly and equitably.

**II. NO COURT OR OTHER INTERVENTION:**

- A. We commit ourselves to settling our case without court intervention, adversarial techniques or litigation.
  
- B. We agree to give full, honest and open disclosure of all relevant

information to resolve the issues whether requested or not.

C. We agree to engage in good faith discussions and conferences to settle all issues and to address our individual interests and concerns and those of our family.

D. We agree to require all attorneys, accountants, therapists, appraisers and other consultants retained by us to work in a collaborative effort.

### **III. PARTICIPATION WITH INTEGRITY:**

A. We will protect the privacy, respect and dignity of all involved.

B. We will maintain a high standard of integrity and will not take advantage of each other or the miscalculations or inadvertent mistakes of others, but will identify and correct them.

C. Although the Spouses have agreed to work outside the court system, they agree that neither party will dispose of any assets, incur unreasonable debt, change any insurance coverage or otherwise act in a manner inconsistent with the terms and spirit of the automatic orders unless the spouses have so agreed after full disclosure and discussion.

### **IV. PROFESSIONAL ROLES:**

All the collaborative professionals are committed to the collaborative divorce option. We have all received specific collaborative divorce training, feeling such training is a prerequisite to a successful collaboration.

#### **A. Collaborative Divorce Attorneys**

1. Represent the best interests of his/her respective client while maintaining the overall goals of the collaborative process.
2. Work with other Collaborative Divorce Attorney and the Collaborative Divorce Team using effective conflict resolution skills.

#### **B. Collaborative Financial Specialist**

1. Provide the Participants with on-going financial education, guidance and analysis throughout the divorce process.
2. Provide the Participants with projections for the long-term impact of financial decisions.
3. Assist with the gathering, analysis and preparation of financial documentation of income, assets, debts, and expenses.

C. Collaborative Coach

1. Work with the Spouses to help manage the emotions and feelings that can interfere with negotiations.
2. Work collaboratively with the Spouses, the Attorneys and the Financial Specialist to enhance communication and reduce misunderstandings.
3. Direct everyone's best efforts to keep the process moving towards resolution in an effective and efficient manner.

D. Collaborative Child Specialists

1. Provide the Spouses with information and guidance to help their children through this process and to create a developmentally-appropriate parenting plan.
2. Help the Spouses consider the children's needs and interests.

E. Other Professionals: If additional experts and/or consultants are to be hired, the Spouses are encouraged to jointly hire and pay the fees for the experts and consultants whenever possible. If any experts are hired individually, they will be encouraged to follow the spirit and guidelines of this Agreement, to collaborate with their counterparts and, if possible, to render joint statements or opinions with their counterparts.

F. The Spouses, by signing this Agreement, recognize the need for the members of the Collaborative Divorce Team to speak freely with each other to facilitate the team approach. Each Collaborative Divorce Team member's written and oral information from all sessions shall be confidential and shall not be used in any court proceedings.

**V. CHILDREN'S ISSUES: The Spouses agree that:**

A. We will make every effort to reach amicable solutions that promote our children's best interests.

B. We will quickly resolve differences about our children to promote a caring, loving and involved relationship between our children and ourselves.

C. We agree to comply with the legal requirement to obtain parenting education to help us develop a parenting plan responsive to each child's individual needs.

D. We acknowledge that inappropriate communications regarding our divorce can be harmful to our children. We agree that discussion, if any,

of our divorce-related issues will occur only if we both think that it is appropriate and/or with the advice of the Child Specialist.

**VI. CAUTIONS: The Spouses agree that:**

- A. We understand there is no guarantee that the process will be successful in resolving our case.
- B. We understand that the process cannot eliminate concerns about the disharmony, distrust and irreconcilable differences which have led to the decision to divorce.
- C. We understand that we are still expected to assert our respective interests and that our respective attorneys will help us do so.
- D. We understand that while our collaborative attorneys share a commitment to this process, they have a professional duty to represent our respective interests. Neither Attorney is the attorney for the other party.

**VII. NEGOTIATION IN GOOD FAITH: The Spouses agree that:**

- A. We understand that the process, even with full and honest disclosure, will involve vigorous good faith negotiation.
- B. Each of us will be reasonable and use our best efforts to create solutions that meet the fundamental needs of the family and will compromise to reach a settlement of all issues.
- C. Although we may discuss the possible outcomes of litigation as factors to consider, we will not use threats of litigation to force settlement. We acknowledge that predictions of litigated outcomes are imprecise and may cover a range of outcomes and alternatives.

**VIII. TERMINATION OF COLLABORATIVE PROCESS: The Spouses agree that:**

- A. We understand that our collaborative attorneys or any other attorneys affiliated with the collaborative attorneys' law firms will immediately withdraw from the case upon learning that a client refuses to disclose relevant information, misrepresents information, otherwise acts in a way to undermine the collaborative divorce process, or fails to participate in the spirit of the collaborative process.
- B. We understand that our attorneys' representation is limited to collaborative divorce including filing the complaint, answer and/or cross

complaint; filing the case management agreement; dealing with related case management issues; completing all documents related to the final judgment, and attending the final divorce hearing. Except if necessary to allow them to participate at the final divorce hearing, our attorneys will not represent us in the legal/court case. In fact, Husband and Wife each will officially represent themselves in the legal case as what is sometimes called pro se parties or self represented parties.

C. In the event that we, our attorneys or any other attorneys affiliated with the collaborative attorneys' law firms engage in adversarial court procedures, formal discovery or otherwise threaten or initiate adversarial action, both attorneys will be disqualified from representing us in court, and the collaborative process shall terminate.

D. If either attorney has an appearance on file with the court and a disqualifying event occurs, we agree to retain new counsel and/or to file a pro se appearance with the court. If the client fails to take either action, the attorney shall be permitted to withdraw his or her appearance with the court.

E. In the event that the collaborative divorce process terminates, all members of the Collaborative Divorce Team, and any consultants and/or experts that have been hired, will be disqualified as witnesses and their work product will be inadmissible as evidence. Either party may terminate the collaborative process, but the discussion to end the process will occur at a meeting with the other party and the Attorneys.

F. In the event that the collaborative divorce process terminates, none of the Participants shall provide Spouses litigation attorneys with information or documentation that was intended to be private as part of collaboration. In addition, the collaborative attorneys will not share their impressions or opinions with litigation counsel.

#### **IX. PROFESSIONAL FEES AND COSTS:**

A. The Spouses agree that the Attorneys and other professionals shall be paid for their services. We agree to make funds available for this purpose and to comply with the terms of our individual retainer agreements. The collaborative process shall be suspended if the accounts of Husband or Wife with any of the collaborative professionals are past due.

B. Except in the event of emergency, the Spouses must provide 24- hour advance notice of the need to cancel any session with any member of the Collaborative Divorce Team. The Collaborative Divorce Team member may, at his or her sole discretion, charge the Spouses for any missed appointments cancelled without appropriate notice.

**X. PLEDGE:**

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

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Spouse

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Spouse email address

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Attorney

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Financial Professional

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Financial Professional email address

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Parenting Specialist

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Parenting Specialist email address