

8/3/06

COLLABORATION CONTRACT

THE PARTICIPANTS IN THIS COLLABORATION ARE:

_____ (Participant 1) _____ (Participant 2).

THE LAWYERS IN THIS COLLABORATION ARE:

_____ (Lawyer 1) _____ (Lawyer 2).

I. GOALS

1. The Participants wish to resolve their differences in Collaboration instead of going to Court.
2. The Participants and both Lawyers agree to efficiently:
 - a. Focus on the future wellbeing of the Participants and their children;
 - b. Resolve all of the Participants' parenting issues in the best interests of their children;
 - c. Promote a caring, loving and involved relationship between parents and children;
 - d. Keep the children out of their differences;
 - e. To resolve differences related to the children and their welfare;
 - f. Find solutions acceptable to the Participants; and
 - g. Try to reduce the negative emotional, social and financial consequences of process.

II. WHAT WE WILL DO

1. The Lawyers will work with the Participants to help them:
 - a. Discover what is important to each of them;
 - b. Identify the questions they need to answer;
 - c. Gather information;

- d. Create the maximum number of options to help them meet their goals; and
 - e. Reach agreement.
2. The Participants shall provide complete, honest and open disclosure of all information in an informal exchange of discovery in this Collaboration. **This duty of full disclosure is an essential element of the Collaboration.** The parties acknowledge by using informal discovery, they are giving up certain procedures available in the litigation process. On request of either Participant, the other party will provide a sworn statement making full disclosure of their income, assets and debts.
3. Each of us may discuss the likely outcome of going to Court. None of us will use threats of Court to force settlement.
4. We will utilize four-way meetings in this Collaboration whenever possible.

III. PARTICIPATION WITH INTEGRITY

1. We will act with Good Faith, Respect, Honesty, and Cooperation.
2. We will work to protect our privacy and dignity.
3. We understand the success of Collaboration depends on all of us working hard together.
4. We will immediately identify and correct any mistakes. We will not take advantage of any mistakes anyone makes in Collaboration.

IV. ENFORCEABILITY OF AGREEMENTS

1. If the Participants make an agreement they want to be enforceable, either interim or final, the agreement will be put in writing and signed by the Participants and Lawyers.
2. If either Participant withdraws from Collaboration, the written agreement may be presented to the Court as a basis for an Order.
3. *Except as provided herein in this Section IV, or if otherwise agreed in writing by the parties, all conduct and statements made in compromise negotiations during the Collaborative process by anyone who signs this agreement, or by anyone who enters into this process by virtue of any other Collaboration Contract with an allied professional, shall be inadmissible as evidence, and shall not be considered by any court to prove the existence or nonexistence of any agreements, offers of compromise, bias, prejudice or undue delay.*

V. RIGHTS AND OBLIGATIONS PENDING SETTLEMENT

Although the parties have agreed to work outside the judicial system, the parties agree that:

1. Neither party may dispose of any assets except (i) for the necessities of life or for the necessary generation of income or preservation of assets, (ii) by an agreement in writing, or (iii) 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. Neither party shall permanently remove the children from the County in which they currently reside without the consent of the other.

5. Neither party shall incur debts for which the other is liable, except for necessities or in the ordinary course of business.
6. Each party will notify the other in advance of any extraordinary expenditure required to maintain the necessities of life or generate income.
7. Violation of any of these provisions may result in sanctions by the Court.

VI. NEUTRAL CONSULTANTS

1. The Participants may jointly retain Neutral Consultants when needed. A Neutral Consultant may be a business valuator, real estate appraiser, financial analyst, health care professional, or child specialist, among others.
2. We shall ask Neutral Consultants to assist the Participants to resolve their differences collaboratively. We acknowledge the advice and recommendations of Neutral Consultants are not binding upon the Participants, unless the Participants specifically agree in advance to be so bound.
3. We may ask a Neutral Consultant for assistance with issues concerning their children. Regardless, the Participants will make the decisions about their children. Thus, the advice and recommendations of Neutral Consultants concerning children's issues are not binding upon the Participants, unless the Participants specifically agree in advance to be so bound.
4. When the Participants retain Neutral Consultants, the Lawyers and Neutral Consultants may have discussions among themselves to assist the Participants to resolve their differences.

5. The Neutral Consultants retained in this Collaboration shall be identified in Exhibit A to the Collaboration Contract.

VII. GUIDELINES

1. There is no guarantee Collaboration will be successful.
2. Each Lawyer represents only her/his own client in Collaboration, even though we will all work together.
3. Collaboration has the greatest chance of success if:
 - a. The Lawyers and the Participants are prepared for Collaboration and for each four-way meeting;
 - b. The Lawyers or the Participants follow the *Expectations of Clients and Professionals* (attached as Exhibit B to this Contract) **IN** Collaboration meetings and **OUTSIDE** of Collaboration;
 - c. The Participants follow *temporary agreements*;
 - d. The Participants timely accomplish *tasks* they have agreed to do; or
 - e. The Participants avoid one-sided actions.
4. We understand Lawyers may withdraw from Collaboration if either learns either Participant has taken unfair advantage of Collaboration. Some examples of this are:
 - a. Taking serious, one-sided actions;
 - b. Withholding or misrepresenting information;
 - c. Failing to follow agreements; or
 - d. Failing in any other way to participate in the spirit of Collaboration.
5. If either Lawyer withdraws from Collaboration, that Lawyer will give written notice of withdrawal to his or her own client, the other Lawyer, and any Neutral Consultants.

VIII. LEGAL FEES AND COSTS

1. Both Participants agree the Lawyers shall be paid for their services.
2. If there is an issue concerning payment of legal fees, this matter may be presented and resolved in Collaboration.

IX. FEES AND COSTS FOR NEUTRAL CONSULTANTS

1. Neutral Consultants shall be paid for their services.
2. When the Participants retain a Neutral Consultant they will decide in Collaboration how they will pay the Neutral Consultant.

X. WHAT HAPPENS IF A PARTICIPANT CHOOSES TO GO TO COURT

1. If this Collaboration fails, neither Lawyer can represent either Participant in a contested Court proceeding arising from the terminated Collaboration. This disqualification does not preclude the Lawyer from representing her/his client in a subsequent court proceeding. For the purpose of this provision, the term "Lawyer" means that attorney and any attorney in the Lawyer's law firm.
2. If Collaboration ends and the Participants go to Court, all Neutral Consultants will be disqualified as witnesses, and any work product prepared by the Neutral Consultants will be inadmissible as evidence, unless the Participants and Neutral Consultant agree otherwise in writing.
3. If Collaboration ends and the Participants go to Court, the Lawyers will be disqualified as witnesses, and any work product prepared by the Lawyers will be inadmissible as evidence, unless the Participants and Lawyer agree otherwise in writing.

4. If either Participant terminates the Collaboration, he or she must give the other Participant and both Lawyers written notice of the termination. Neither Participant may take any action in the Court system until 30 days after they have delivered this notice. This means neither Participant may file any Court documents within 30 days of delivering written notice of his/her withdrawal from Collaboration.
5. If, however, either Participant satisfies a Court there is an emergency requiring immediate action before the 30 day period expires, then that Court proceeding will not be a breach of this Contract.
6. Any information gathered or developed during Collaboration may be transferred to the successor Lawyers, and may be used in a Court proceeding. After each Collaboration Lawyer has transferred the information gathered or developed during Collaboration to the successor lawyer that Collaborative Lawyer shall not participate in the litigation process.

XI. PROMISE TO FOLLOW CONTRACT

1. The Participants agree to be bound by the terms of this Contract and to promote the spirit of Collaboration.
2. It is specifically understood each Lawyer represents only the Participant who retained that attorney as her/his legal counsel. This Collaboration Contract does not alter or change the attorney-client relationship between that Lawyer and that Participant. Likewise, this Collaboration Contract does not create any legal rights or privity of contract between the non-client Participant and the other attorney.
3. The Collaborative Family Lawyers of Cincinnati have approved this Collaboration Contract, and the provisions of this Collaboration Contract have not been modified or altered. If the Participants and Lawyers wish to agree to additional terms, they shall set them forth in amendment(s) to this Contract.

Participant (1)

Lawyer (1)

Participant (2)

Lawyer (2)

Dated at _____, Ohio _____.

Version August 2006

EXHIBIT A

Schedule of Jointly Retained Neutral Consultants

When each Neutral Consultant is jointly retained, the following information will be recorded on this Exhibit to the Collaboration Contract:

- Name of the Neutral Consultant
- Purpose for the Consultation
- Date Jointly Retained
- Details of Compensation for the Consultant

EXHIBIT B

Expectations of Participants, Lawyers and Neutral Consultants

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 Lawyers. Avoid "he" or "she".
6. Express what is important to you, what your concerns are, and what you want to talk about. Avoid positions.
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.
9. If you have a complaint, raise it as your concern and follow it up with a constructive suggestion for resolution.
10. If something is not working for you, please tell your Lawyer so your concern can be addressed. Talk with your Lawyer about anything you do not understand. Your Lawyer 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 Lawyers. Delays in Collaboration can happen, even with everyone acting in good faith.