

**PRINCIPLES AND GUIDELINES AND
PARTICIPATION AGREEMENT FOR
COLLABORATIVE DIVORCE OF**
_____ and _____

I. GOALS

- We acknowledge that the essence of “Collaborative Law” is the shared belief by participants that it is in the best interests of parties and their families in typical family law matters to commit themselves to avoiding litigation.
- We therefore adopt this conflict resolution process, which does not rely on a court-imposed resolution, but relies on an atmosphere of honesty, cooperation, integrity and professionalism geared toward the future well-being of the family.
- Our goal is to minimize, if not eliminate, the negative economic, social and emotional consequences of protracted litigation to the participants and their families.
- We commit ourselves to the Collaborative law process and agree to seek a better way to resolve our differences justly and equitably.

II. NO COURT OR OTHER INTERVENTION

- We commit ourselves to settling our case without court intervention.
- If we are unable to resolve all of the issues in our case through the traditional Collaborative process, we agree to submit any unresolved issues over which the Court does not have exclusive jurisdiction (such as contempt) to Collaborative mediation/arbitration with either (1) an agreed-upon Collaborative mediator/arbitrator or, (2) if we cannot agree, to a Collaborative mediator/arbitrator who is selected by the Collaborative Divorce Facilitator (“CDF”) after each client proposes up to two Collaborative mediator/arbitrators.
- We agree to give full, honest and open disclosure of all information which has a material bearing on the case, whether requested or not.
- We agree to engage in informal discussions and conferences to settle all issues.
- We agree to direct all lawyers, accountants, therapists, appraisers and other consultants retained by us to work in a cooperative effort to resolve issues without resort to litigation or any other external decision-making process except as agreed upon.

PRINCIPLES AND GUIDELINES FOR COLLABORATIVE DIVORCE

Page 2

III. CAUTIONS

- We understand there is no guarantee that the process will be successful in resolving our case.
- We understand that the process cannot eliminate concerns about the disharmony, distrust and irreconcilable differences which have led to the current circumstances.
- We understand that we are still expected to assert our respective interests and that our respective lawyers will help each of us do so.
- We understand that we should not lapse into a false sense of security that the process will protect each of us.
- We understand that while our Collaborative lawyers share a commitment to the process described in this document, each of them has a professional duty to represent his or her own client diligently, and is not the lawyer for the other client.

IV. PROFESSIONAL FEES AND COSTS

- We agree that our lawyers and other professionals involved in our Collaborative divorce are entitled to be paid for their services, and as part of this collaborative matter we will ensure parity of payment to each of them. We agree to make funds available for this purpose.
- Because imbalance in payment to the parties' respective lawyers or other professionals in the case can adversely affect one party's access to advice and counsel as compared to the other party, both parties agree that all such fees shall be kept current.
- The professionals involved in this case will confer with one another from time to time by telephone, in person, and via correspondence, in service of ensuring full and complete disclosure of material information and in service of an effective Collaborative divorce process. Each professional will bill for time spent in such communications as set out in her or his separate fee agreement.
- Each party should be sure to clarify with their respective Collaborative lawyers and other professionals involved in the case how private confidential communications will be handled by such professionals.

PRINCIPLES AND GUIDELINES FOR COLLABORATIVE DIVORCE

Page 3

V. PARTICIPATION WITH INTEGRITY

- We will work to protect the privacy, respect and dignity of all involved, including client, attorneys and other professionals and consultants.
- We shall maintain a high standard of integrity and specifically shall not take advantage of each other or of the miscalculations, inconsistencies, misstatements of fact or law, withheld information or inadvertent mistakes of others, but shall identify and correct them.
- In the event an attorney or other professional discovers miscalculations, inconsistencies, misstatements of fact or law, withheld information or inadvertent mistakes of others, he or she shall inform that person of the discovery and remind him/her of the obligations under these Principles and Guidelines to make the required disclosure. In the event an attorney or other professional discovers that he or she has made a misstatement of fact or law or a miscalculation, he or she shall disclose and correct the same. In the event an attorney or other professional discovers that another Collaborative lawyer or professional has made a misstatement of fact or law or a miscalculation, he or she shall inform the other lawyer or professional of the discovery and request disclosure and correction of the same.

VI. EXPERTS AND CONSULTANTS

- If experts are needed, we will retain them jointly unless all parties and their attorneys agree otherwise in writing.
- The parties have agreed to use the services of _____ as a neutral Collaborative Divorce Facilitator. The CDF's role is to attend the Joint Meetings with the parties, their lawyers, and the Financial Professional ("Joint Meeting"); and also, to meet with the parties individually or together outside of the Joint Meetings as needed in order to help gather information, educate the parties about Collaboration, facilitate communication between the parties and Collaborative Professional Team members, and manage Collaborative discussions and negotiations.
- The parties have also agreed to retain and use the services of _____ as a neutral Financial Professional ("FP"). The FP's role will be to attend the Joint Meetings with the parties, their lawyers, and the CDF; meet with the parties outside of the Joint Meetings when and if appropriate; help the parties gather, review, interpret, and analyze their financial information; and, brainstorm with the Collaborative Professional Team and the parties on financial options and scenarios.

PRINCIPLES AND GUIDELINES FOR COLLABORATIVE DIVORCE

Page 4

VII. CHILDREN'S ISSUES (WHEN APPLICABLE)

- In resolving issues about sharing the enjoyment of and responsibility for our children, the parties, lawyers, other professionals, and therapists shall make every effort to reach amicable solutions that promote the children's best interests.
- We agree to act quickly to mediate and resolve differences related to the children to promote a caring, loving and involved relationship between the children and both parents.
- We agree not to seek a parenting evaluation while the matter is a Collaborative law case.
- We agree to insulate our children from involvement in our disputes.
- We agree to attend a court-approved parenting class, with our children as appropriate.

VIII. NEGOTIATION IN GOOD FAITH

- We acknowledge that each of our lawyers is independent from the other, and represents only one party in our Collaborative marital dissolution process.
- We understand that the process, even with full and honest disclosure, will involve vigorous good faith negotiation.
- Each of us will be expected to take a reasoned position in all disagreements and disputed matters. Where our approaches differ, each of us will be encouraged to use our best efforts to create proposals that meet the fundamental needs of both of us and, if necessary, to compromise to reach a settlement of all issues. We commit our best efforts to using a problem solving, rather than a positional, approach to negotiation.
- Although each of us may discuss the likely outcome of a litigated result, none of us will use threats of litigation as a way of forcing settlement.

IX. RESTRAINT AGREEMENTS AND DUTY TO CONFER

In order to establish and hold the same procedural status and safety that each of us would be able to rely on if a court case were immediately filed, we agree to the following ground rules which become legal restraints imposed on parties under Colorado law when they file a Marital Dissolution action, effective immediately upon signing this Agreement:

PRINCIPLES AND GUIDELINES FOR COLLABORATIVE DIVORCE

Page 5

- We shall both refrain from canceling, modifying, terminating, or allowing to lapse for the nonpayment of premiums, any policy of health insurance, homeowner's or renter's insurance, or automobile insurance which provides coverage to either of the parties or the minor children, or any policy of life insurance that names either of the parties or the minor children as a beneficiary, without at least fourteen (14) days advance notification and the written consent of the other party or an order of the court.
- We shall both refrain from transferring, encumbering, concealing, or in any way disposing of any marital property, real or personal, without the written consent of the other party, or an order of the court, except in the usual course of business or for the necessities of life.
- Each of us will notify the other of any proposed extraordinary expenditures at least five business days prior to incurring these extraordinary expenditures, and each will account to the other for all extraordinary expenditures made after this Agreement is in effect.
- We shall both refrain from molesting or disturbing the peace of the other person.
- In sum, we will each maintain the status quo, and will not unilaterally make major changes to anything without first informing the other person and discussing any concerns s/he may have. These ground rules support our Collaborative intentions, and we believe they will make our Collaborative Law proceeding more likely to succeed.

IX. USE OF VIDEO CONFERENCING SOFTWARE

- The Parties have requested the use of the online dispute resolution technology known as Zoom Video Platform (“Zoom”) in the Joint Meetings. One of the Collaborative Professionals shall host the Joint Meetings and the Collaborative Professional Team meetings using their Zoom Pro account without additional cost to the Parties. The Parties (and observers, if admitted by consent, if any) acknowledge and agree as follows:
 - The Parties acknowledge that they have made their own inquiries and have satisfied themselves as to the suitability and adequacy of Zoom for its proposed use in the Joint Meetings, including any risks in relation to Zoom’s security, privacy or confidentiality. Knowing such risks, the Parties hereby agree to proceed with the use of Zoom for the Joint Meetings;
 - Each Party agrees that should the Parties consent to have a non-party present or within hearing of any Joint Meeting at any time, that consent must be obtained in

PRINCIPLES AND GUIDELINES FOR COLLABORATIVE DIVORCE

Page 6

advance of the Joint Meeting from both Parties and the non-party must sign this Agreement as an observer and shall be bound by its terms. Except as otherwise described herein, “non-parties” subject to this requirement specifically excludes any and all Collaborative Professional Team members, including any experts who may later be added to the Collaborative Professional Team;

- The agreed-upon use of information and communication technology by one or more of the Parties and/or any member of the Collaborative Professional Team will not be used by either of the Parties as an advantage over the other either during or following the Collaborative Divorce process nor will either of the Parties attempt to use the technology during the Collaborative Divorce process, in the event a settlement is reached, to undermine the enforceability of such settlement;
- The Collaborative Divorce Facilitator who hosts the Zoom meeting will:
 - Host the Joint Meetings and on a private network;
 - Require all participants to access the meeting using the latest version of the Zoom client (or other information and communication technology platform) software and not use a web browser for that purpose;
 - Require that each participant refrain from accessing the Joint Meetings via a public network and that each participant satisfy themselves as to the security of the private network use; and
 - Lock down the Joint Meetings once all the participants have joined using the "lock function" available to the host.
- In particular, each Party agrees that none of their children will be present or within hearing distance, unless that child will be participating in some way in the Joint Meeting, and this has been expressly agreed upon the Parties, in writing, beforehand;
- No Party (or observer, if applicable) will disclose or attempt to compel disclosure of any notes, e-mails or any other communication made by a Party or any member of the Collaborative Professional Team during a Joint Meeting;
- Each Party recognizes that, given the use of information and communication technology, it is not possible to ensure that all communications will be confidential or to completely control where and how some personal information may be collected or stored;

PRINCIPLES AND GUIDELINES FOR COLLABORATIVE DIVORCE

Page 7

- The Parties agree that they will not record or broadcast, nor permit the recording or broadcasting, of all or any part of the Joint Meeting without the consent of all the Parties and all the Collaborative Professionals. Any observer who is attending a Joint Meetings must also acknowledge and agree to this term;
- Each Party (and observer, if any) commit to minimizing the chance of inappropriate disclosures during the Joint Meetings, including protecting access to any email, notes, or other information relating to the Joint Meetings which may be stored in their computers or elsewhere, and to minimizing the consequences of such disclosures, should they occur;
- The Parties agree that either of them, and/or any member of the Collaborative Professional Team, may utilize the Screen Share or Whiteboard functions during the Joint Meetings; and
- By signing this Agreement, each Party specifically agrees to the Collaborative Professional Team using information and communication technology in the context of Joint Meetings, and releases the Collaborative Divorce Facilitator whose Zoom account is used to host Joint Meetings from any liability in the event of an inadvertent disclosure, despite precautions being undertaken.

X. PLEDGE

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

Dated: _____, 202_.

Party

Party

Approved as to Form:

Georgiana R. Scott
Collaborative Attorney for _____

Collaborative Attorney for _____