

Collaborative Commitment Agreement

This Agreement is made between **NAME** (“**NAME1**”) and **NAME** (“**NAME2**”) and acknowledged by the Collaborative Professionals they have hired to assist them.

1. Goals.

- 1.1 **NAME1** and **NAME2** wish to address their family law concerns using Interdisciplinary Collaborative Divorce instead of going to Court.
- 1.2 **NAME1** and **NAME2** and the Collaborative Professionals agree to: a) focus on the **future** well-being of **NAME1** and **NAME2**; b) address **NAME1**'s and **NAME2**'s problems; c) find solutions that are acceptable to **NAME1** and **NAME2**; and d) work to reduce the negative emotional, social and financial consequences of **NAME1**'s and **NAME2**'s separation.

2. What We Will Do.

- 2.1 The Collaborative Professionals will work together, and with **NAME1** and **NAME2**, 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 choices which may help them meet their goals; and e) reach agreement.
- 2.2 **NAME1** and **NAME2** agree to comply with the terms of the “Preliminary Injunction” which is normally issued in every divorce filing with the Court. You may not hide earnings or community property from your spouse; you may not take out a loan on the community property; you may not sell the community property or give it away to someone, unless you have the written permission of your spouse or written permission from the court. The law allows for situations in which you may need to transfer joint or community property as part of the everyday running of a business, or if the sale of community property is necessary to meet necessities of life, such as food, shelter, or clothing, or court fees and attorney fees associated with this action. Do not harass or bother your spouse; do not physically abuse or threaten your spouse; do not remove, or cause to be removed, the other spouse from any existing insurance coverage, including medical, hospital, dental, automobile and disability insurance. Both spouses shall maintain all insurance coverage in full force and effect. You may not remove any minor children common to you and your spouse from the state, unless you have the written permission of your spouse or written permission from the court. The foregoing is intended to be a

summary of the terms of the “Preliminary Injunction” and is not intended to supersede it.

- 2.3 We will give complete, honest, and open disclosure of all information. We will ask for and provide information in our Collaborative meetings.
 - 2.4 The idea of going to Court may be discussed during this process. None of us will use threats of Court as a way to force settlement.
 - 2.5 We will discuss whether **NAME1** and **NAME2** will represent themselves in the Court case or have the Lawyers file a “Notice of Limited Scope Representation” for Collaborative Divorce. In that event, the Lawyers may file consent divorce or other consent Court documents reflecting the terms of **NAME1**'s and **NAME2**'s agreements reached in Collaboration, but will not represent **NAME1** or **NAME2** in any other related family court proceedings.
- 3. Participation with Integrity.**
- 3.1 We will all act with good faith respectfully, honestly, openly, cooperatively; and moderately.
 - 3.2 We will work to protect the privacy and dignity of all of us.
 - 3.3 **NAME1** and **NAME2** agree that none of the conduct or statements made by them or the Collaborative Professionals are admissible as evidence in Court.
 - 3.4 The Collaborative Divorce Process is confidential. Communications made, materials created for or used and acts occurring during the Collaborative Divorce Process are confidential and may not be discovered or admitted into evidence.
 - 3.5 **NAME1** and **NAME2** agree that neither the Collaborative Professionals nor their employees will be subject to service of process or subpoena to produce evidence or to testify regarding any occurrence relating to the Collaborative Divorce Process.
 - 3.6 We understand the success of Collaboration depends on all of us working hard together.
 - 3.7 Where what is important to **NAME1** and what is important to **NAME2** is different, all of us will use our best efforts to create options that are acceptable to **NAME1** and **NAME2**. If necessary, **NAME1** and **NAME2** will compromise to reach acceptable agreements.

- 3.8 We will immediately identify and correct any mistakes. We will not take advantage of any mistakes anyone makes in Collaboration.
- 3.9 The Collaborative Divorce Process is transparent. All information gathered will be shared with **NAME1** and **NAME2** and all Collaborative Professionals.

4. Lawyers, Divorce Coaches, Child Specialist, Financial Specialist.

- 4.1 **NAME1** and **NAME2** will each hire his/her own Lawyer.
- 4.2 **NAME1** and **NAME2** will each hire his/her own Collaborative Divorce Coach.
- 4.3 **NAME1** and **NAME2** will jointly hire a Child Specialist and a Neutral Financial Specialist.
- 4.4 We will ask all of the Professional Team to assist **NAME1** and **NAME2** to solve their problems without going to Court.
- 4.5 **NAME1** and **NAME2** agree that the Lawyers, the Neutral Financial Specialist, the Child Specialist and the Divorce Coaches [together, the “Collaborative Professionals”] will have whatever discussions among themselves as they determine are necessary to assist **NAME1** and **NAME2**.
- 4.6 Each Collaborative Profession is governed by its own ethical standards and guidelines. Each Professional will adhere to those ethical standards and guidelines and the standards of practice set forth by the International Academy of Collaborative Professionals. Each Collaborative Professional will act within the scope and boundaries of his or her role in the Collaboration and his or her area of professional expertise.
- 4.7 We hereby authorize each member of the Team to communicate by any means, including e-mail, with all other members of the Team during the Collaborative Divorce Process. We understand that communication and cooperation among Professional Team members is an integral part of the Collaborative Divorce Process, and that the express goal of such communication is to assist us in understanding and resolving all issues surrounding settlement. We also understand that safeguards will be used in e-mail communication to protect our privacy. This authorization and consent will terminate upon termination of the Collaborative Divorce Process.

5. Neutral Consultants.

- 5.1 If **NAME1** and **NAME2** desire to use additional consultants, they will jointly retain them.
- 5.2 We will ask all additional consultants to be neutral and to assist **NAME1** and **NAME2** to solve their problems without going to Court.
- 5.3 When **NAME1** and **NAME2** retain additional consultants, they agree that the Collaborative Professionals and the neutral consultants may have whatever discussions among themselves as are necessary to assist **NAME1** and **NAME2** to address their problems in Collaboration.

6. Cautions.

- 6.1 **NAME1** and **NAME2** understand Collaboration is designed to solve only their legal problems arising from their separation. Collaboration is not therapy, personal or marriage counseling, accounting or financial planning services.
- 6.2 **NAME1** and **NAME2** understand that even with full and honest disclosure, the Collaborative Divorce process will involve good faith negotiation. Each Client will be expected to take a reasonable approach on all disputed matters and, where such approaches differ, each Client will be encouraged to modify his/her approach when necessary to reach a resolution of all disputed matters. **NAME1** and **NAME2** understand there is no guarantee that they will successfully solve their problems in Collaboration.
- 6.3 **NAME1** and **NAME2** understand and agree that each Lawyer and each Divorce Coach represents only his/her own Client in Collaboration, even though we will all work together.
- 6.4 We understand that Collaboration may fail if: a) **NAME1** and **NAME2** do not spend enough time with the Lawyers, the Divorce Coaches, the Neutral Financial Specialist and/or the Child Specialist becoming educated about Collaboration and preparing for Collaboration; b) **NAME1** or **NAME2** or any of the Professionals fails to follow the Expectations of Clients and Professionals (attached as Schedule "A" to this Agreement) in conversations with each other **in** Collaboration; c) **NAME1** or **NAME2** fails to follow the Collaborative Divorce Process as outlined by their team; d) **NAME1** or **NAME2** fails to follow the Expectations of Clients and Professionals in conversations with each other **outside** Collaboration; e) **NAME1** or **NAME2** fails to follow temporary agreements they make in

Collaboration; f) NAME1 or NAME2 fails to do tasks they have agreed to do in Collaboration; or g) NAME1 or NAME2 takes one-sided actions during Collaboration.

- 6.5 We understand that any Collaborative Professional must withdraw from Collaboration if he or she learns that NAME1 or NAME2 has taken unfair advantage of Collaboration. Some examples of this are: a) taking serious, one-sided actions; b) disposing of property without the consent of the other person; c) withholding or misrepresenting information; d) failing to disclose the existence or the true nature of assets or debts; e) failing to follow agreements made in Collaboration; or f) failing to participate in the spirit of Collaboration.
- 6.6 If any Collaborative Professional withdraws from Collaboration, that Professional will give written notice of the withdrawal to NAME1, NAME2, the other Collaborative Professionals and any Neutral Consultants.

7. Fees and Costs.

- 7.1 Each Collaborative Professional and Consultant is entitled to be paid for his or her services on a timely basis in accordance with their respective fee agreements.
- 7.2 NAME1 and NAME2 will decide in Collaboration how they will pay the Collaborative Professionals and Consultants.

8. What Happens if NAME1 or NAME2 Chooses to Go to Court?

- 8.1 NAME1 and NAME2 understand that his or her Lawyer's representation is limited to Collaboration. Neither NAME1's Lawyer nor NAME2's Lawyer can ever represent either Client in a contested Court proceeding against the other.
- 8.2 NAME1 and NAME2 understand that his or her Divorce Coach, the Child Specialist and the Neutral Financial Specialist have not previously entered into any business or professional relationship with either of the Clients before this process and will not enter into a separate business or professional relationship with either of the Clients during or after Collaboration has ended. Each Professional's representation is limited to Collaboration unless the Professional is required to take on another role by the regulations of that Professional's licensing body.
- 8.3 If Collaboration ends and NAME1 and NAME2 go to Court, NAME1's Lawyer and NAME2's Lawyer, the Divorce Coaches, the Child Specialist and the Neutral Financial Specialist and any other Consultant will be

disqualified as witnesses. Written material in their files, opinions, or reports will be inadmissible as evidence, even if **NAME1** and **NAME2** agree otherwise in writing, except for the “Agreements **NAME1** and **NAME2** Can Rely On.” “Agreements **NAME1** and **NAME2** Can Rely On” are agreements **NAME1** and **NAME2** make during Collaboration that **NAME1** and **NAME2** have identified in this way in a written agreement signed by both **NAME1** and **NAME2**.

- 8.4 If Collaboration ends and **NAME1** and **NAME2** go to Court, the Collaborative Lawyers will provide their files to **NAME1**'s and **NAME2**'s new litigation lawyers, even though **NAME1** and **NAME2** and the new litigation lawyers cannot use this information in court.
- 8.5 **NAME1** and **NAME2** agree that either **NAME1** or **NAME2**, with or without the consent and even over the objection of the other, shall have the right to obtain copies of all original documents supplied to the Neutral Financial Specialist, as agreed to in the Retainer Agreement with the Neutral Financial Specialist.
- 8.6 If Collaboration ends and **NAME1** and **NAME2** go to Court, all Neutral Consultants will be disqualified as witnesses. Written material in their files, opinions or reports will be inadmissible as evidence, unless **NAME1** and **NAME2** and the Neutral Consultant agree otherwise in writing.
- 8.7 If either **NAME1** or **NAME2** withdraws from Collaboration or goes to Court, he or she must give the other and all Collaborative Professionals immediate written notice of his or her withdrawal from Collaboration.

9. Promise to Follow Contract.

- 9.1 **NAME1**, **NAME2** and the Collaborative Professionals agree to follow and to promote both the spirit and the written word of this Agreement.

DATED this _____ day of _____, 2019.

NAME1 LASTNAME

NAME2 LASTNAME

ACKNOWLEDGED this _____ day of _____, 2019 by:

ATTY NAME
NAME1's Lawyer

ATTY NAME
NAME2's Lawyer

COACH NAME
NAME1's Coach

COACH NAME
NAME2's Coach

FINANCIAL NAME
Neutral Financial Specialist

C. SPEC. NAME
Child Specialist

Schedule “A”

Expectations of Clients and Professionals

1. **Be respectful:** Be respectful to everyone in the meetings.
2. **Be informal in our sessions:** Use first names for each other and the professionals. Avoid “he” or “she.”
3. **Speak for yourself:** Use “I” statements. When you speak for yourself, you use “I”, “me”, or “my.” When you speak for yourself you take responsibility for what you say, and you own your statements. This helps your messages be clear and easier for others to hear. Others will be more likely to accept what you say and less apt to discount your thoughts, feelings, and wants. For example: “I need more time to think about...” “Here are my thoughts on that question...” “Your understanding of this is helpful for me...”
4. **Listen without interruption:** You will listen better and hear more if you avoid going into your head to think up a response to what is being said. Instead, listen in order to understand. Try not to judge the person or his/her message. See if you can summarize what the other person has said. Ask questions about what you have heard. This will keep you from getting defensive and/or becoming reactive in the meetings. Each of you will have a chance to say what you need to say. This is one of the many benefits of the Collaborative Divorce Process.
5. **Avoid blaming:** Address the problems and concerns at hand without blaming. Stay away from “you” statements. “You” statements mean that you are speaking for others. This tends to stimulate defensiveness in others and resistance to what you say. Others may see this as an attempt on your part to control their thoughts, feelings, or wants. For example: “You always come across as arrogant and selfish.” “You have no intention...” “You never listen.”
6. **Avoid positions:** Problem-solve by looking at all the options. Be open to hear from your spouse and/or others about thoughts and concerns. “I want to be fair...I’d like to discuss...” “I feel resistant to what you’re saying, but I’m willing to hear you out and think about what you’ve said.” “Let’s see if we can come up with a solution. Here’s my idea...”
7. **Best interests:** Think about what is in the best interests of your family. Work towards the most constructive agreement-one that is acceptable to you, your spouse and your family.

8. **Complaints:** When you have a complaint, raise it as your concern, and, when possible, follow it up with a constructive suggestion as to how it might be resolved.
9. **Personal Concerns:** If something is not working for you, please tell your lawyer and/or your coach so your concern can be addressed. Talk to your lawyer about anything you do not understand. Your lawyer can clarify matters for you.
10. **Commitment to a Collaborative Divorce:** Be willing to commit time to meet on a regular basis. Be prepared for each meeting.
11. **Patience:** Be patient with each other and the Collaborative Professionals. Delays in Collaborative Divorce can happen even with everyone acting in good faith. Everyone is tempted to go straight to his or her own answers. It doesn't work. If it did, you wouldn't need professionals.
12. **Trust the Collaborative Process:** Everyone, Clients and Collaborative Professionals included, is tempted to go straight to their own answers. It doesn't work. Following the process will lead to mutually acceptable solutions that can sustain an amicable family relationship.