

Form 15-3

This form is written for a divorce case but may be reworded as appropriate for any other family law situation.

Collaborative Law Participation Agreement**Purpose**

[Name of wife] and [name of husband] (the “parties”) have chosen to use the principles of collaborative law to settle the issues of their divorce in a nonadversarial manner. [Name of wife] has retained [name of wife’s attorney] and [name of husband] has retained [name of husband’s attorney] as collaborative attorneys to assist them in reaching this goal. We, the parties and their attorneys, acknowledge that the essence of collaborative law is the shared belief of the participants that, in typical family law matters, it is in the best interests of parties and their families to commit themselves to avoiding litigation.

We therefore adopt this conflict resolution process, which does not rely on court-imposed resolutions but relies instead on an atmosphere of honesty, cooperation, integrity, and professionalism geared toward the future well-being of the [parties/family]. Our goal is to minimize, if not eliminate, the negative economic, social, and emotional consequences of protracted litigation to the parties 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.

Communication

We agree to effectively and honestly communicate with each other with the goal of efficiently and economically settling the terms of the dissolution of the marriage. We agree that all written and oral communications between us will be respectful and constructive and that

Husband’s initials

Wife’s initials

we will not make accusations or claims not based in fact. We agree to give full, honest, and open disclosure of all information, whether requested or not.

We agree that settlement meetings will be focused on economic [**include if applicable:** and parenting] issues and the constructive resolution of those issues. We agree not to engage in unnecessary discussions of past events.

In accordance with the Texas Family Code, we agree to maintain the confidentiality of all oral and written communications relating to this matter. We agree that all oral communication and written material used in or made a part of the collaborative law process will be admissible or discoverable only if admissible or discoverable independent of this process. This paragraph does not apply to reports of abuse or neglect required by law, agreed formal discovery, sworn documents prepared in this matter, a fully executed collaborative law settlement agreement, or evidence of fraud.

To maintain an objective and constructive process, the parties agree to discuss settlement of divorce issues with each other only in the settlement conference setting. The parties will not discuss these matters with each other outside the conference setting except as mutually agreed by the parties and their attorneys. The parties understand that, from time to time, the attorneys will meet together to plan agendas for settlement meetings, but no agreements will be made by the attorneys on behalf of the parties without their consent.

Include the next three paragraphs if applicable.

The parties acknowledge that inappropriate communications regarding settlement of their divorce can be harmful to their minor child[ren]. The parties and their attorneys agree that communication with the minor child[ren] regarding these issues will occur only as agreed by the parties and their attorneys. In resolving issues about sharing the enjoyment of and

Husband's initials

Wife's initials

responsibility for the child[ren], the parties, attorneys, and therapists will make every effort to reach amicable solutions that promote the child[ren]'s best interests.

We agree to act quickly to mediate and resolve differences related to the child[ren] to promote a caring, loving, and involved relationship between the child[ren] and both parents. We agree not to seek a custody evaluation while the matter is a collaborative law case.

The parties agree to insulate the child[ren] from involvement in their disputes. The parties agree to attend [**name of parent education course**] [**include if applicable:** with their child[ren] in a county where the program is available] as soon as possible.

Continue with the following.

The parties authorize the use of unencrypted e-mail, facsimile, or any other electronic communications to relay information and deliver documents in the collaborative law process. Joint communications of agendas, minutes, drafts of documents, and agreements may be sent simultaneously to the parties, the attorneys, and any experts or advisors.

Neutral Experts and Neutral Allied Professionals

If neutral experts or neutral allied professionals are needed, we will retain them jointly unless we agree otherwise in writing. They will be used for communication facilitation, settlement-option development, valuation, cash-flow analysis, tax issues, [**include if applicable:** parenting issues,] and any other issue that requires expert advice or recommendations. We will agree in advance how they will be paid.

Select one of the following.

The parties agree that any such neutral expert or neutral allied professional may not be called by either of them as a witness and their written materials prepared specifically for the

Husband's initials

Wife's initials

collaborative law process are inadmissible if the parties fail to reach settlement through the collaborative law process unless the parties and the neutral expert or neutral allied professional agree otherwise in writing after the collaborative law process is terminated.

Or

If this matter becomes adversarial, we agree that any expert used in the collaborative law process may be called by either of us as a witness but may not be presented in court as a jointly hired neutral expert unless the parties agree otherwise in writing.

Include the following if applicable.

Either party may use a consultant for assistance in gathering or organizing information as long as all such information gathered or organized by the consultant is made available to the other party as soon as it becomes available.

Continue with the following.

Information

We agree to deal with each other in good faith and to promptly provide all necessary and reasonable information requested. No formal discovery procedure will be used unless specifically agreed to in advance. [**Include if applicable:** The parties will be required to sign a sworn statement making full and fair disclosure of their income, assets, and debts (a sworn inventory and appraisal) unless they agree otherwise in writing.]

We acknowledge that, by using informal discovery, we are giving up certain investigative procedures and methods that would be available to us in the litigation process. We give up these measures with the specific understanding that the parties will make to each other a complete and accurate disclosure of all assets, income, debts, and other information necessary for us to reach a fair settlement. Participation in the collaborative law process is based on the

Husband's initials

Wife's initials

assumptions that we have acted in good faith and that the parties have provided complete and accurate information to the best of their ability. [**Include if applicable:** The parties and their attorneys further agree to make full disclosure of all material information concerning the parties' children.] Refusal to be honest or failure to disclose such information shall be grounds for one or both collaborative attorneys' withdrawal from representation or termination of the collaborative law process.

Enforceability of Agreements

If we require a temporary agreement for any purpose, the agreement will be put in writing and signed by us. [**Include the following if applicable:** If either party withdraws from the collaborative law process, the written agreement may be presented to the court as an agreement enforceable under rule 11 of the Texas Rules of Civil Procedure, which may become a court order and, if required by either party, shall be in the form of an agreed temporary order and entered by the court.] A collaborative attorney shall be permitted to present to the court a written agreement that is signed by both parties and the collaborative attorneys for entry of a temporary order.

The parties may agree in writing to the resolution of any or all issues presented by their case. Any written agreement that is signed by both parties and their collaborative attorneys may be filed with the court as a collaborative law settlement agreement in accordance with section 6.603 [**include if applicable:** and section 153.0072] of the Texas Family Code or as a rule 11 agreement, which the court may make retroactive to the date of the written agreement and which may be made the basis of a court order.

The parties understand and agree that neither collaborative attorney shall be permitted to go to court to enforce any written agreements between the parties. Should a party seek to enforce any written agreement over the objection of the other party, the parties must withdraw

Husband's initials

Wife's initials

from the collaborative law process. In such event, the collaborative attorneys shall withdraw as attorneys of record and, if required, shall consent to the substitution of trial counsel.

Legal Process

The Attorneys: The attorneys do not represent both clients. The parties agree that, while the respective attorneys who are also parties to this agreement are committed to negotiation in an atmosphere of honesty and integrity, neither party can look to the attorney representing his or her spouse to provide legal advice or information and each attorney must continue to have an obligation to represent that attorney's client diligently and cannot be, or represent himself or herself to be, representing the legal interests of the other party.

[Name of wife's attorney] DOES NOT REPRESENT [name of husband]. [Name of husband's attorney] DOES NOT REPRESENT [name of wife]. NOTHING IN THIS AGREEMENT SHOULD BE INTERPRETED AS OBLIGATING EITHER ATTORNEY TO VIOLATE HIS OR HER ETHICAL OBLIGATIONS TO REPRESENT HIS OR HER CLIENT'S BEST INTERESTS.

Court Proceedings: The parties understand that their attorneys' representation is limited to the collaborative law process and that neither attorney can ever represent one of the parties in court in a proceeding against the other spouse.

If the collaborative law process terminates, both attorneys will be disqualified from representing either client, and consultants will be disqualified as witnesses and the consultants' work product will be inadmissible as evidence unless the parties agree otherwise in writing.

After this date, no motion or document will be prepared or filed without our agreement, other than a [joint petition for divorce/petition for divorce and an answer] [**include if applicable:** and mutual injunctions]. Service of citation will not be required. We agree not to seek

Husband's initials

Wife's initials

judicial intervention during the collaborative law process, except for withdrawal or substitution of counsel, unless we agree otherwise.

Withdrawal from Collaborative Law Process: If one of the parties decides to withdraw from the collaborative law process, that party will give prompt written notice to the court, if appropriate, and to the other party through his or her attorney. On withdrawal from the collaborative law process there will be a thirty-day waiting period (unless there is an emergency) before any court hearing, to permit each 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. Either party may bring this provision to the attention of the court in requesting a postponement of a hearing.

Withdrawal of Counsel: If a party chooses to withdraw from the collaborative law process by seeking court involvement, both attorneys shall immediately withdraw from the representation in accordance with section 6.603 [**include if applicable:** and section 153.0072] of the Texas Family Code and notify the court that the collaborative law process has been terminated. Further, the parties understand that neither collaborative attorney (or any attorney associated in the practice of law with him or her) may serve as litigation counsel in this case thereafter. Both attorneys will cooperate in transferring the file to new counsel and are authorized to disclose information to prospective future counsel on their respective client's request. Nothing in this agreement will preclude the withdrawal of counsel for a party and substitution as counsel of another collaborative attorney, and such withdrawal and substitution will not terminate the collaborative law process.

Husband's initials

Wife's initials

Understandings

The parties understand there is no guarantee that the process will be successful in resolving their case. They understand that the process cannot eliminate concerns about the disharmony, distrust, and irreconcilable differences that have led to their current conflict. They understand that they are still expected to assert their respective interests and that their respective attorneys will help each of them to do so.

The parties further understand that they should not lapse into a false sense of security that the process will protect each of them. They understand that, although their collaborative attorneys share a commitment to the process described in this agreement, each attorney has a professional duty to represent his or her own client diligently and is not the attorney for the other party.

Attorney's Fees and Costs

The parties understand that their attorneys and consultants are entitled to be paid for their services, and the first task in a collaborative matter is to ensure payment to each of them and to make funds available for this purpose. The parties agree to make funds available from their community or separate estates, as needed, to pay these fees. The parties understand that, if necessary, one party may be asked to pay both attorneys' fees from community property managed solely by him or her (for example, his or her salary) or from that party's separate-property funds. The parties agree that, to the extent possible, all attorney's fees and costs (including expert's fees) incurred by both parties shall be paid in full before entry of an agreed final decree of divorce.

Husband's initials

Wife's initials

Participation with Integrity

We will work to protect the privacy, respect, and dignity of all involved, including parties, attorneys, and consultants.

We will maintain a high standard of integrity. Specifically, we will not take advantage of each other or of the miscalculations or mistakes of others; instead, we will identify and correct them.

Acknowledgment

We acknowledge that we have read this agreement, understand its terms and conditions, and agree to abide by them. We understand that by agreeing to this alternative method of resolving the divorce issues, we are giving up certain rights, including the right to conduct formal discovery, the right to participate in formal court hearings, and other rights provided by the adversarial legal system.

[Name of wife]

[Address]

Signed on _____

[Name of husband]

[Address]

Signed on _____

Husband's initials

Wife's initials

[Name]
Attorney for **[name of wife]**
State Bar No.:
[Address]
[Telephone]
[Telecopier]
Signed on _____

[Name]
Attorney for **[name of husband]**
State Bar No.:
[Address]
[Telephone]
[Telecopier]
Signed on _____

Husband's initials

Wife's initials