



Collaborative Divorce Lawyers Association

A network of Connecticut attorneys committed to representing individuals in a cooperative divorce process
www.collaborative-divorce.com

Collaborative Divorce Agreement

The attorneys and clients agree to adhere to the principles of the Collaborative Divorce Lawyers Association, namely:

1. Clients and their attorneys (sometimes referred to collectively as “Participants”) are committed to protecting and preserving the respect and dignity of all Participants.

2. **Advocacy.** The attorneys shall serve as advocates and advisors to their respective clients. The attorneys’ primary loyalty is to their respective clients.

The Participants shall take a reasoned position in all disputes. When the positions of the parties differ, each Participant shall use his or her best efforts to create proposals and achieve compromises that meet the fundamental needs of all parties.

3. **“No Court” Pledge.** The Participants will not file motions or seek court intervention for the resolution of any disputes. Nor will the Participants threaten to seek court intervention.

Although the Participants may discuss the likely outcome of a litigated result in hypothetical terms, they shall not use threats of abandoning the collaborative process or court intervention as a way of forcing settlement.

4. **Negotiation.** All issues will be resolved by way of negotiation and four-way meetings. When appropriate, the Participants will incorporate other professionals (financial advisors, tax professionals, therapists, appraisers and when applicable, co-parenting educators and counselors). The clients shall retain any outside professionals jointly and shall come to an agreement as to how the cost should be shared.

5. **Discovery.** The Participants shall not engage in formal discovery by way of filing discovery motions or taking depositions. The Participants shall cooperate voluntarily in discovery and agree to provide full, honest and open disclosure of all financial information. Section 25-32 of the Practice Book [mandatory discovery provisions] shall not be binding upon the parties, but shall provide guidance as to the nature and extent of discovery that may be provided in appropriate cases. The

Participants may make agreements regarding discovery that are tailored to the financial issues existing between the parties.

6. Pro Se Representation. The parties understand that they will be proceeding as *pro se* litigants. *Pro se* means "for self." *Pro se* litigants are individuals who represent themselves rather than being represented by lawyers. In a collaborative divorce, the parties file *pro se* forms with the court and their individual lawyers assist them with the paper work and filing. This facilitates an essential term of the collaborative divorce; namely, that the collaborative lawyers will be replaced by adversarial lawyers if the collaborative process cannot achieve resolution. If the parties and lawyers agree, the lawyers can file appearances prior to the final uncontested hearing to assist in presentation of the case in court.

7. Integrity. The Participants shall maintain the highest standard of integrity. Participants shall not take advantage of the other Participants or capitalize on inadvertent mistakes, miscalculations or omissions, but shall identify them and correct them.

An attorney may withdraw from the collaborative process as soon as possible upon learning that the client has withheld or misrepresented information or otherwise acted so as to take unfair advantage of the collaborative law process. Unless counsel withdraws for personal reasons, the collaborative process shall terminate and the collaborative lawyers are disqualified.

8. Confidentiality. Oral and written information disclosed during the collaboration process shall remain confidential unless (a) the parties agree otherwise in writing; (b) the disclosure is required by statute or procedure; (c) disclosure of the information is necessary to enforce the agreement that was reached during the collaborative process; (d) a court finds that in the interests of justice the information should be disclosed. However, information that would otherwise be admissible or subject to discovery in court cannot be excluded simply because it was presented during the collaborative process. The Participants agree that the provisions of Conn. Gen. Stats. §52-235d (the mediation confidentiality statute) shall be applicable to this process.

In addition, communications between attorneys or made by the Participants in joint meetings shall be deemed settlement negotiations and therefore will not be admissible in court.

9. Children. When children are involved, the Participants shall make every effort to reach solutions that promote the best interests of the children. Parents shall act quickly to resolve differences related to the children and to promote each other's parenting relationship with the children. Every effort will be made to insulate children from involvement in the parents' disputes.

10. Disqualification of Collaborative Attorneys. In the event court intervention is necessary to resolve any one or all of the issues between the parties, both collaborative attorneys are disqualified from representing either client.

11. Attorneys Cannot Testify as Witnesses. In the event the collaboration is terminated, all attorneys shall be disqualified as witnesses and their work product shall be inadmissible in any court proceeding.

12. Disqualification of Experts. In the event court intervention is necessary to resolve any one or all of the issues between the parties, any jointly retained experts or consultants are disqualified from testifying on behalf of either party.

Husband
Dated:

Wife
Dated:

Attorney for Husband
Dated:

Attorney for Wife
Dated: