

**PARTICIPATION AGREEMENT IN COLLABORATIVE LAW PROCESS
(including lawyer disqualification agreement)**

This Agreement (“Agreement”) is made between _____
and _____ (“the Parties”).
The Parties commit to use our best efforts in a Collaborative Law Process (“the Process”) to
negotiate and fair and reasonable agreement about _____
_____.

We promise to listen carefully to everyone in this Process, provide all information relevant to this matter, try to understand the interests of both Parties (and their loved ones), seek solutions that satisfy the interests of both Parties and any children involved, and treat everyone in the Process with sincere respect. We understand the Process and how it differs from other dispute resolution processes. Therefore, in consideration of our mutual promises, we agree to use the Process as follows.

I. Focus on Direct Negotiation Without Going to Court

By making this Agreement, we agree to work hard to negotiate a reasonable agreement in this matter and to direct our lawyers to do so as well. We agree not to take any action in litigation related to this matter except as described below. If we reach agreement in the Process, we will direct our lawyers to file in court the agreement and any other appropriate documents.

II. Disqualification of Lawyers and Other Employed Professionals. Limited Scope of Representation

A. If either of us files a document with a court or administrative agency related to or in connection with this matter (other than as agreed upon in writing), both of our lawyers (including any lawyers in association who would have a conflict of interest according to the Missouri Rules of Professional Conduct) are disqualified from representing us in the court or administrative agency proceeding. Lawyers disqualified under this provision shall be disqualified from representing us in any related contested matter involving both Parties, including but not limited to any subsequent action such as modification, enforcement, and appeals.

B. We understand that each lawyer is hired only for negotiation in this Process and filing court documents as described in this Agreement. Therefore each lawyer’s representation of his or her client is a “limited representation,” precluding each lawyer from representing his or her client in litigation about this matter or in any related contested matter.

C. Unless otherwise agreed to in writing, all other professionals employed in this Process (including consultants and experts) are disqualified as witnesses or advisers for either party. Unless otherwise agreed to in writing, the other professionals’ work product will be inadmissible as evidence in any court or administrative agency proceeding.

D. We understand that actual or potential disqualification of lawyers and other professionals could have an influence on our negotiation process and could result in additional cost and delay if we need to retain new lawyers or other professionals. We believe that the benefits of the Process outweigh the risks for us. We indicate our understanding of the Process and our desire to use it by initialing the next line.

Initials: _____

III. Lawyers Duty to Serve Their Own Clients

A. Each party has retained an independent lawyer to provide legal advice. We understand that each lawyer has a professional duty to represent his or her own client with competence and diligence and that our lawyers represent only his or her own client and not the other party. There is no lawyer-client relationship between one Party and the other Party's lawyer. There is no legal duty of one Party's lawyer to the other Party.

B. We will each direct our lawyer to listen carefully to other party and lawyer, try to understand their interests, seek solutions that satisfy the interests of both Parties, and treat everyone in the Process with sincere respect. Each of us will ask our lawyer to advise us privately if they believe that it is in our interest to use a different approach than we want. We understand that our lawyers are trying to represent our individual interests when they consider how others' interests may affect us and when they give advice with which we may not agree.

IV. Confidentiality

Except as we agree in writing, any and all statements made and information provided by Parties and lawyers during the Process shall be considered as settlement negotiations, with all the confidentiality protections for such negotiation provided by law. We agree to broaden this confidentiality protection by precluding the use of any statement or information for any purpose to the extent allowed by law except as follows. Statements or information cannot be protected as confidential if they (a) assist a criminal or fraudulent act, or (b) give reasonable cause to suspect that a child has been or may be subjected to abuse or neglect. In addition, evidence of a fact disclosed in negotiation that is independently discoverable outside of negotiations is admissible. We agree to be barred and to refrain from disclosing any statement made by any party and from requesting the testimony of any party with regard to statements made during the Process, except as provided above or as we later agree in writing.

V. Full Disclosure and Information Exchange

We agree to completely and honestly disclose all relevant documents and information in this matter. At least three days before our first meeting in the Process, we shall each provide to the other the following statements notarized under oath: (1) Statement of Marital and Non-Marital Property and Liabilities, (2) Income and Expense Statement, and (3) copies of any

existing documents that substantiate each answer made. After the first meeting, we will give complete responses within agreed upon time deadlines to all requests for other relevant documents and information. Relevant information is information needed to make an informed decision. (In other words, we agree to provide all information that we would want to know if in the other party's position.) We shall not take advantage of each other or of miscalculations or inadvertent mistakes of fact or law. If we or our lawyers discover such miscalculations or other mistakes, we will promptly inform each other and direct our lawyers to do the same.

VI. Maintaining a Fair and Reasonable Environment During the Process

At the beginning of the Process, we will negotiate interim arrangements to maintain a fair and reasonable environment while we negotiate in the Process. We may agree to submit temporary agreements to court. We will begin the Process by discussing the need for interim agreements to achieve the following goals:

- A. Ensure frequent and meaningful contact between parents and children;
- B. Ensure adequate financial support for the care of the children;
- C. Refrain from transferring, encumbering, concealing or in any way disposing of any property, except in the usual course of business or for the necessities of life and then with a full accounting, if requested;
- D. Refrain from harassing, abusing, molesting or disturbing the peace of each other or of any child; and
- E. Maintain without change in coverage or beneficiary designation, all existing contracts of insurance covering the life, health, dental or vision of the children and/or the spouse.
- F. Other interim issues: _____

VII. Termination

The following events and actions shall terminate the Process, although the provisions of this Agreement related to disqualification and confidentiality shall continue in effect even if the Process terminates. Termination occurs by serving a written notice of termination to the other party (or his or her lawyer). If the Process terminates, we understand that all lawyers in this Process shall withdraw from representing us and we shall direct them to transfer our files to new lawyers.

- A. Either of us may terminate the Process at any time and for any reason by serving notice of the intent to terminate the Process. This termination is subject to a ten-day "cooling

off” period beginning on the date of service of the notice. During this period, neither party may file any action in any court or with any administrative agency except in emergency. During the “cooling off” period we shall discuss the hiring of a mediator to help resolve any problems. Such mediation would be voluntary and take place only by our agreement. The Parties shall pay equally the mediator’s fee and any administrative costs, unless otherwise agreed.

B. Either of us may discharge a Collaborative lawyer to hire another Collaborative lawyer, who would be bound by all the terms of this Agreement. If we discharge a Collaborative lawyer, we (or our lawyer) shall provide prompt written notice to the other party. The opportunity to retain a new Collaborative lawyer shall be available for a period of thirty days from the date of service of the notice. Failure to retain a substitute Collaborative lawyer within the thirty-day period shall constitute a termination of the Process.

C. We have directed our lawyers to withdraw from the Process if one of them believes that his or her client is withholding or misrepresenting relevant information or otherwise undermining the Process. In this situation, the lawyer will not disclose to the other party or the other party’s attorney who decided to terminate the process or the reason for the termination.

VIII. Acknowledgment

We have read this Agreement, understand its terms, and agree to comply with it. We understand that by agreeing to this Process, we may give up certain rights, including formal court hearings and court procedure rules for discovery of information. We understand that there is no guarantee that we will reach agreement in this Process. We voluntarily enter into this Agreement.

Dated: _____ Party: _____

Approved as to Form by His/Her Lawyer: _____

Dated: _____ Party: _____

Approved as to Form by His/Her Lawyer: _____