

**PARTICIPATION AGREEMENT**  
**FINANCIAL SPECIALIST**

BETWEEN:

Spouse 1

And

Spouse 2

(collectively, the "Parties")

And

name

(the "Financial Specialist")

**The parties agree to the following for purposes of the Collaborative Process:**

1. The Financial Specialist is retained to act in the role of a neutral facilitator for discussions relating to the financial issues in the Collaborative Process.

**Commencement of Collaborative Process**

2. The Collaborative Process begins with the first of the following:
  - a. Signing of the Coach's Participation Agreement, or
  - b. Signing of the Lawyer's Participation Agreement.

**End of the Collaborative Process**

3. The Collaborative Process ends when the first of the following events occurs:
  - a. A party or a lawyer gives notice of withdrawal from the Collaborative Process, unless the party gives notice of intention to proceed as a Collaborative Practice matter and retains a new Collaborative Practice lawyer within 30 days, and the new Collaborative Practice lawyer executes the Participation Agreement;

- b. A coach or lawyer terminates the Collaborative Process pursuant to the Participation Agreement; with the lawyers;
- c. A party commences a contested court proceeding (not including filing a notice of family claim by agreement as set out in the lawyers' Participation Agreement), or
- d. The parties sign (before witnesses) a final separation agreement.

## **Disclosure**

4. The parties agree that during the Collaborative Process they shall fully disclose all assets, liabilities, and income information. They shall promptly provide all necessary and reasonable financial and other information and documents requested of them and promptly update information that has materially changed at any time during the process. The Parties acknowledge that participation in the Collaborative Process, and the settlement reached, is based upon the assumption that both Parties have acted in good faith and have provided complete and accurate information to the best of their ability. The Parties agree to provide sworn statements making full and fair disclosure of their income, assets and debts, if requested.

## **Confidentiality**

5. All communication exchanged during the Collaborative Process will be confidential and without prejudice. For the purposes of this paragraph, the confidentiality provisions apply to the communication involving the lawyers commencing with the signing of the lawyer Participation Agreement. For the purposes of this paragraph, the confidentiality provisions apply to the communication involving the divorce coaches with the signing of the coaching participation agreement or the lawyer's participation agreement, whichever Participation Agreement is signed first. If subsequent litigation occurs, the Parties mutually agree that:
  - a. neither Party will introduce as evidence in court information disclosed during the Collaborative Process for the purpose of reaching a settlement, except documents otherwise compellable by law including any sworn statements as to financial status made by the parties;
  - b. neither Party will introduce as evidence in court information disclosed with respect to either Party's behavior or legal position with regard to settlement;
  - c. neither Party will ask or subpoena the Financial Specialist to testify in any court proceedings, nor bring on an application to discover the financial specialist with regard to matters disclosed during the Collaborative Process;
  - d. neither Party will require the production at any court proceedings of the notes, records, or documents in the financial Specialist's possession;

- e. the verbal agreement, concessions, or statements of any kind whatsoever which may be made during the Collaborative Process are confidential and without prejudice; and
- f. these guidelines with respect to confidentiality apply to any subsequent litigation, arbitration, or other process for disclosure resolution.

The confidentiality clause does not apply in the event that a Party or Collaborative Professional is obligated by law to report to Family and Child Services information arising out of the collaborative process which gives the party or Collaborative Professional reasonable grounds to believe that a child is or may be in need of protection.

- 6. Should litigation occur, neither party will call the Financial Specialist as a witness, or subpoena the Financial Specialist's file or the Financial Specialist's working notes.

### **Suspension of Limitation Period**

- 7. The parties acknowledge that:
  - a. The *Family Law Act* requires that a party must start a proceeding for an order to divide family property, debt or a pension, or for an order for spousal support, no later than 2 years after a divorce order (or an order declaring the marriage to be a nullity) is granted or 2 years after the date of separation (for parties living in a marriage-like relationship).
  - b. Under s. 198(5) of the *Family Law Act*, the limitation period set out in paragraph A is suspended from the beginning of the Collaborative Process through to the end of the Collaborative Process. When the Collaborative Process ends, the running of the limitation period recommences.

In the event that the parties have not yet retained collaborative lawyers, it is recommended that they receive independent legal advice as to how these clauses affect their rights and obligations.

### **Representation by Collaborative Lawyers**

- 8. Both Parties are represented by, or agree to retain, Collaborative lawyers. The Financial Specialist will not give legal advice.

### **Fees**

- 9. The Parties agree to pay the Financial Specialist's fees of \$     per hour, plus GST. Time to prepare notes and schedules and telephone calls will be charged at the above hourly rate.

**Sharing of information with other members of the Collaborative Team**

10. The Parties agree that matters discussed may be shared with the Collaborative lawyers and divorce coaches making up the Collaborative team.

**Limitations on scope of Financial Specialist's Work**

11. The Financial Specialist, or any member of the financial specialist's firm, will **not** take assets under administration or sell any financial products to the parties at any time, including during or after the Collaborative process.

12. The Financial Specialist will not work with either client post settlement or after termination of the collaborative process except the Financial Specialist may assist either or both clients in the implementation of their settlement agreement if agreed upon by both parties as part of the collaborative process.

**I understand and will abide by these terms.**

**Party one:** \_\_\_\_\_

**Party two:** \_\_\_\_\_

**Financial Specialist:** \_\_\_\_\_

**Date:** \_\_\_\_\_