COLLABORATIVE LAW PROCESS AGREEMENT FOR BUSINESS AND EMPLOYMENT CASES

AGREEMENT made by and between _____ and _____ (collectively, the "Parties").

PREMISES

The following sets forth the background of this Agreement:

A. A dispute has arisen between _____ and _____ concerning _____ (the "Dispute").

B. The Parties wish to resolve the Dispute and any other claims or potential claims which either Party has or may have against the other without resort to litigation through the Collaborative Law Process, and they have entered into this Agreement for that purpose.

AGREEMENTS

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. No Court Intervention. By choosing the Collaborative Law process, the Parties are committing themselves to making a good faith effort to resolve the Dispute without court intervention. All lawyers, accountants, appraisers, and other consultants retained by the Parties will be directed to work in a good faith manner to assist the parties in resolving issues without resort to litigation.

2. Withdrawal of Counsel and Experts. If a Party or counsel for a Party files a court document in connection with the Dispute (other than a settlement agreement or other documents necessary for the uncontested resolution of this matter or a joint motion to stay any currently pending proceeding), undersigned counsel must withdraw from representing their clients in such proceeding. "Court document" includes a request for emergency (ex parte) orders. Except upon written agreement of the Parties to the contrary, all consultants will be disqualified as witnesses and their work product will be inadmissible as evidence in the case if it ceases to be a Collaborative Law case.

3. Information Exchange. The Parties agree to disclose relevant information and data regarding the matters in dispute. In addition, the Parties agree to give complete and timely responses to all requests for documents and other information relevant to the resolution of the Dispute.

4. Good-Faith, Interest-Based Negotiation. The Parties understand that the process will involve vigorous good-faith negotiation, in which each Party will be represented solely by his/her/its own attorney. Each Party will be expected to take reasoned positions in all disputes. The Parties and counsel agree to treat each other with respect and to address the Parties' underlying interests and explore options for serving those interests.

5. Confidentiality. All communications exchanged within the Collaborative Law Process between or among the Parties and their attorneys will be confidential and without prejudice. The Parties agree that, if subsequent litigation occurs:

a. No Party will introduce as evidence in Court information disclosed in connection with the Collaborative Law Process, except documents otherwise discoverable under applicable law.

b. No Party will disclose to the Court any settlement offers, or responses to settlement offers, made during the Collaborative Law Process.

c. No Party will ask or subpoena either lawyer or any of the experts, appraisers, or consultants used in connection with the Collaborative Law Process to testify in any court proceedings with regard to matters disclosed during the Collaborative Law Process.

d. No Party will require the production at any Court proceedings of any notes, records, or documents in the lawyer's possession or in the possession of one of the consultants.

The Parties agree that these provisions regarding confidentiality shall apply to any subsequent litigation, arbitration, or other process for dispute resolution.

6. Temporary Agreements – Enforceability. If the Parties reach a temporary agreement on any matter during the Collaborative Law process, the agreement will be put in writing and signed by the Parties and their lawyers. If any Party withdraws from the Collaborative Law Process, the written temporary agreement shall be enforceable and may be presented to the Court as a basis for an order, which the Court may make retroactive to the date of the written agreement. Once the final agreement is signed, and the Collaborative Law Process is concluded, if a Party violates said agreement, it may be presented to the Court for enforcement.

7. Experts and Consultants. In selecting consultants as part of the Collaborative Law Process,

the Parties will consider retaining joint experts and consultants. In the event each Party chooses to retain a separate expert, the experts shall nevertheless be directed to adhere to the letter and spirit of this Agreement.

8. Abuse of the Collaborative Process. Collaborative counsel shall promptly withdraw from the case if s/he learns that his/her client has withheld information material to the resolution of the dispute or otherwise acted so as to take unfair advantage of the Collaborative Law process.

9. Withdrawal of Counsel. If a lawyer decides to withdraw from the case for any reason, s/he shall provide prompt written notice of withdrawal to all Parties and their lawyers. This may be done without terminating the status of the case as a Collaborative Law case. The Party losing his/her lawyer may retain a new lawyer who will agree in writing to be bound by this Agreement, or may continue in the Collaborative Law process without an attorney.

10. Termination of the Collaborative Law Process. If a Party or lawyer decides that the Collaborative Law process is no longer appropriate, and elects to terminate the Collaborative Law process, he or she shall do so by prompt written notice to all Parties and their attorneys. If the case is no longer proceeding as a Collaborative Law matter, the lawyers agree to aid their respective clients in the selection of a new lawyer and transmission of the file to new counsel. The provisions of this Agreement regarding disqualification of counsel, temporary agreements, [mediation, arbitration,] and confidentiality shall survive, notwithstanding termination of the Collaborative Law process.

11. Attorney's Fees. The Parties shall be responsible for the cost of their respective legal fees, and each Party waives any claim against the other Party for payment of same.

12. Remedies in the Event of Breach. Notwithstanding the foregoing, if either Party breaches this Agreement, the Party determined to be in breach shall be liable for all expenses, including reasonable counsel fees, incurred by the non-breaching party through actions reasonably undertaken by such party due to the actions of the breaching Party.

13. Entire Agreement. This Agreement constitutes the entire agreement of the Parties as to the subject matter hereof and supersedes all previous oral or written agreements between the Parties as to the subject matter hereof.

14. Modifications. No modification of this Agreement may be made except in a writing signed by the Parties and their counsel.

15. Governing Law. The terms of this Agreement shall be governed by the law of the Commonwealth of Massachusetts.

16. Captions. The captions herein have been inserted solely for convenience of reference and shall in no way define or limit the substance of any provision of this Agreement.

17. Copies. This Agreement may be executed in multiple counterparts, each bearing the signature of one or more Parties. Any copy bearing the signature of the Party to be charged may be deemed an original.

18. Voluntary Execution. The Parties understand the terms of this Agreement and believe its terms to be fair and reasonable. The Parties have had the opportunity to consult with their respective counsel about this Agreement before executing it, and they have entered into it voluntarily and without any coercion whatsoever.

19. [Optional] Mediation. In the event that the Parties and their counsel are unable to resolve the dispute by negotiation, they shall make a good faith effort to resolve the matter with the assistance of a mediator. If the parties cannot agree on the mediator, either party may request the designation of a mediator by the American Arbitration Association. The parties shall share equally the mediator's fee and any administrative fee. Undersigned Collaborative Law counsel shall not be disqualified from participating in the mediation.

Name Date:	Name Date:
Name of Attorney Date:	Name of Attorney Date:

[This is a sample agreement that should be customized to fit the particular circumstances of a case.]