



“Confidence in Quality”

## **B.C. COLLABORATIVE ROSTER SOCIETY STANDARDS OF CONDUCT**

1. I agree that I will not enter into a Collaborative Process, or refer to any family dispute resolution process as a Collaborative Process, unless all parties have entered into the process pursuant to a signed Collaborative Process Participation Agreement containing, at a minimum, the following clauses:

- a) Exactly when the Collaborative Process begins and when it ends;
- b) The parties in the Collaborative Process will disclose all relevant information in good faith and are waiving a formal examination for discovery process;
- c) A collaborative professional must terminate the Collaborative Process if his or her client continues to withhold or misrepresent relevant information;
- d) No court intervention will be initiated during the Collaborative Process;
- e) Lawyers in the Collaborative Process are disqualified from representing the clients in contested court proceedings;
- f) All communication during the Collaborative Process is confidential and without prejudice, including reports, notes, discussions and behavior and documents (except legally compellable documents that have been exchanged, Form 8s if sworn, and the Participation Agreement itself). None of the confidential information can be disclosed in any subsequent process by any party and none of the Collaborative professionals can be subpoenaed. The latter clause is subject to obligations to report children in need of protection to the Ministry;
- g) The parties are subject to an obligation during the Collaborative Process to refrain from disposing of property or incurring new debt, unilaterally changing beneficiary designations (except as required by plans, and then must give notification), altering policies, pensions, plans, or investments, severing joint tenancy or moving the residence of the children, except by consent; and
- h) No written or verbal agreement during the Collaborative Process is enforceable until it is signed by both parties with the advice of counsel and witnessed.

2. I agree that I will engage with, and speak of, all other members of the B.C. Collaborative Roster Society with courtesy and good faith, and will not attempt to injure, by statement or innuendo, the professional reputation of any other member.

3. I agree to abide by the Standards and Ethics of the International Academy of Collaborative Professionals as of March 2018.