

## **Code of Practice of Association of Collaborative Practitioners (A.C.P.)**

**Statement:** Collaborative practice differs greatly from adversarial dispute resolution practice. It challenges practitioners in ways not necessarily addressed by the ethics of individual disciplines. The following provides ethical guidelines to address these challenges.

### **Ethical standards common to Collaborative Practitioners:**

1. A Collaborative Practitioner shall adhere to the ethics of his or her respective discipline. Nothing in the following guidelines shall be construed so as to contradict those standards.
2. While respecting the ethics of his or her respective discipline, and in particular the duty of loyalty to one's client, a Collaborative Practitioner shall strive to achieve an equitable agreement between the clients based on their reasoned judgment and realistic aspirations.
3. A Collaborative Practitioner shall fully inform clients about confidentiality practices in the specific collaborative law process that will be offered to the client.
4. A Collaborative Practitioner shall reveal privileged information only with the permission of the client, according to guidelines set out clearly in the Participation Agreement or as required by law.
5. A Collaborative Practitioner shall have completed, at a minimum, the designated introductory collaborative law training and shall strive to achieve all training and further education provided by or recommended by the Association of Collaborative Practitioners.

6. A Collaborative Practitioner shall have the minimum licence or practising certificate required or permitted as the Collaborative Practitioner's discipline requires or allows and shall operate within the scope of the Collaborative Practitioner's training and professional mandate of practice.
  
7. A Collaborative Practitioner, upon entering into a collaborative case, shall sign an agreement stating in essence that:
  - a) A Collaborative Practitioner shall not undertake or threaten to undertake or participate in any contested court procedure related to the collaborative case, nor shall a Collaborative Practitioner continue to represent a client who makes such a threat in a manner that undermines the collaborative law process
  
  - b) Undertaking any contested court procedure automatically terminates the collaborative law process for all collaborative professionals on the case
  
  - c) Upon termination of the collaborative law process the representing collaborative professionals and all other professionals working within the collaborative law process are prohibited from participating in any aspect of the contested proceedings between the clients.
  
8. A Collaborative Practitioner shall provide clients with a clear explanation, orally and in writing, of the collaborative law process. This will include the obligations of the lawyer/professional and the obligations of the client in the process
  
9. A Collaborative Practitioner shall provide information to clients informing them of the full spectrum of process options for dissolving a marriage or resolving disputed legal issues in order that the client(s) may make an informed decision about choice of process

10. A Collaborative Practitioner shall respect the clients' self-determination in the collaborative law process and shall understand that ultimately clients are responsible for making the decisions that resolve their issues.
11. A Collaborative Practitioner shall disclose any conflicts of interest, as defined by the Collaborative Practitioner's respective professional guidelines.
12. A Collaborative Practitioner shall assist the client in establishing realistic expectations in the collaborative law process.
13. A Collaborative Practitioner, when working together with other collaborative professionals on a collaborative case, shall not share a financial relationship with those professionals that is contrary to the practitioner's own professional ethics.
14. Collaborative Practitioners shall fully disclose to clients in writing their respective fee structures, billing practices and any other related costs involved in the case.
15. A Collaborative Practitioner shall avoid contributing to the conflict of the clients.
16. A Collaborative Practitioner shall be truthful in advertising and solicitation of the Collaborative Practitioner's collaborative practice.
17. A Collaborative Practitioner who serves in a collaborative case in a neutral role shall adhere to that role, and shall not engage in any continuing client relationship that would compromise the collaborative practitioner's neutrality. Working with either client separately after the collaborative law process has ended is inconsistent with that neutral role except as noted below.

18. A Collaborative Practitioner serving as a neutral financial specialist in a collaborative case shall not sell any product to a collaborative client during or after the completion of the collaborative case and shall not manage assets for a client, save that such participation shall be permitted on the prior written consent of both clients.
19. A Collaborative Practitioner serving as a child specialist shall not work with that child or children in a separate therapeutic role during or after the completion of a collaborative case. This does not preclude the specialist from seeing the child(ren) after the collaborative law process, with the prior written consent of both parents
20. A Collaborative Practitioner acting as a child specialist shall inform the child about the child specialist's role and the limits of confidentiality as appropriate, taking into account the child's age and level of maturity.
21. A Collaborative Practitioner working on a case with professionals from other disciplines shall share information as appropriate to the case and shall so advise the client in advance, in the Participation Agreement and/or Terms of Business Letter.