

## **Membership Rules and Ethical Standards for Collaborative Practitioners**

### **Membership Rules**

The HKCPG sets the following basic requirements for a professional to hold herself/himself out as a practitioner who satisfies the HKCPG Standards for Collaborative Practice in family related disputes in Hong Kong.

#### **1. General Requirements**

- 1.1. The Collaborative Practitioner is a member in good standing of the HKCPG.
- 1.2. The Collaborative Practitioner has undertaken the basic training to a standard which meets the minimum standards for training prescribed by either the International Academy for Collaborative Professionals (“IACP”) or Resolution.
- 1.3. The Collaborative Practitioner undertakes to
  - Conduct matters in a constructive and non-confrontational way
  - Avoid using inflammatory language both written and spoken
  - Retain professional objectivity and respect for everyone involved
  - Take into account the long-term consequences of actions and communications as well as the short term implications
  - Encourage clients to put the best interests of any relevant child first
  - Emphasise to clients the importance of being open and honest in all dealings
  - Make clients aware of the benefits of behaving in a civilised way
  - Keep financial issues and issues relating to the custody and care of children separate
  - Ensure that consideration is given to balancing the benefits of any steps against the likely costs – financial and emotional
  - Inform clients of the options for resolving any dispute e.g. counselling, family therapy, round table negotiations, mediation, collaborative law and Court proceedings
  - Abide by the ethical standards of the HKCPG and of any professional body of which they are a member
- 1.4. The Collaborative Practitioner shall diligently strive to practice in a manner consistent with these Rules and Ethical Standards for Collaborative Practitioners.
- 1.5. Each Collaborative Practitioner shall:
  - Attend a minimum of two meetings of the HKCPG each year.

- 1.6. A Collaborative Practitioner shall only practice collaborative practice with Collaborative Practitioners who are members of the HKCPG and shall not be involved in a contested Court process for a client if they, their firm, or a member of their practice has entered into a participation agreement involving that client.
- 1.7. On the invitation of the Executive Committee, persons with relevant knowledge or experience, who do not satisfy the basic requirements, may join the HKCPG as non-practising members.

## **2. Minimum Standards for Collaborative Lawyer Practitioners**

- 2.1. Membership is good standing for either the Hong Kong Bar Association or the Law Society of Hong Kong.
- 2.2. Has undertaken Collaborative Practice training pursuant to Clause 1.2.
- 2.3. Is of at least 3 years PQE.

## **3. Minimum Standards for Collaborative Mental Health Practitioners**

- 3.1. Professional has a minimum Masters level qualification in Psychology / Clinical Psychology and a deep understanding of Family Systems, Child Development and the impact of separation on the Family system. They should have a minimum of 3 years' clinical experience in providing therapy.
- 3.2. Member is in good standing of a professional psychological association or subject to a government body, in Hong Kong or elsewhere, that registers, certifies, licenses or accredits its members and that requires compliance with a code of professional conduct.
- 3.3. Has undertaken the Collaborative Practice training pursuant to Clause 1.2.

## **4. Minimum Standards for Collaborative Financial Practitioners**

- 4.1. Professional licensed or registered in good standing in Hong Kong or other recognised jurisdiction in one of the following:
  - CFP – Certified Financial Planner
  - CPA – Certified Public Accountant
  - CA – Chartered Accountant
  - CMA – Certified Management Accountant
  - CGA – Certified General Accountant
  - ChFC – Chartered Financial Consultant
- 4.2. Has undertaken the Collaborative Practice training pursuant to Clause 1.2.
- 4.3. Proficient in the Use of Form E for the HK court system.
- 4.4. Is of at least 3 years working experience after qualification.

## **5. Minimum Standards for Mediators**

- 5.1. Accredited as a family mediator by the Hong Kong International Arbitration Centre or other recognised mediator accrediting body in Hong Kong or elsewhere and
- (a) A member in good standing of the HKMAAL Family Panel or of that body; or
  - (b) Possessing an equivalent membership.
- 5.2. Is of at least 3 years experience.

## **6. Fees**

- 6.1. Each applicant for admission to membership of the HKCPG shall pay a joining fee of HK\$1,000 and an annual subscription of the quantum of which to be determined by the Executive Committee from time to time .

## **7. Termination of Membership**

- 7.1. A Collaborative Practitioner shall automatically cease to be a member of the HKCPG if he or she is struck off or removed from the roll or register or suspended from membership of the professional body or panel referred to in 2.1, 3.1, 4.1, or 5.1 as the case may be.
- 7.2. The HKCPG may, at its discretion, terminate membership of any member who:
- Fails to pay either the joining fee or the annual subscription under 6.1 within three months of a written demand for payment being made; or
  - Breaches the requirements of Clause 1.5.

### **Ethical Standards for Collaborative Practitioners**

## **8. Preamble**

- 8.1. Collaborative Practice differs greatly from adversarial dispute resolution practice. It requires practitioners to act in ways not necessarily addressed by the ethics of individual disciplines. The standards that follow:
- Provide a common set of values, principles and standards to guide the Collaborative Practitioner in his or her professional decisions and conduct
  - Create a framework of basic tenets for ethical and professional conduct by the Collaborative Practitioner
  - Identify responsibilities of Collaborative Practitioners to their clients to Collaborative colleagues, and to the public

## **9. General Standards**

### **9.1. Resolution of Conflicts Between Ethical Standards**

- 9.1.1. Any apparent or actual conflict between the ethical standards governing the Collaborative Practitioner's professional conduct and these Standards should be resolved by the practitioner in a manner consistent with the ethical standards governing the practitioner's profession.

### **9.2. Conflict of Interest**

- 9.2.1. A Collaborative Practitioner shall, before undertaking a case, disclose to the prospective client any possible conflict of interest as defined by the practitioner's respective professional guidelines and ethical standards.
- 9.2.2. Having made disclosure, the Collaborative Practitioner may only undertake the case provided it is consistent with the practitioner's professional guidelines and ethical standards to do so and the client has given informed consent in writing in respect of the conflict.

### **9.3. Confidentiality**

- 9.3.1. A Collaborative Practitioner shall fully inform the client about the confidentiality requirements and practices in the Collaborative process that will be offered to the clients.
- 9.3.2. A Collaborative Practitioner may reveal privileged information only with permission of the client, according to guidelines set out in the Collaborative Practitioner's Participation Agreement, or as required by law.

### **9.4. Scope of Advocacy**

- 9.4.1. A Collaborative Practitioner shall inform the client of all the process options available for resolving disputed legal issues in their case.
- 9.4.2. A Collaborative Practitioner shall provide a clear explanation of the Collaborative process, which includes the obligations of the practitioner and of the client in the process, so that the client may make an informed decision about choices of process.
- 9.4.3. A Collaborative Practitioner shall assist the client in establishing realistic expectations in the Collaborative process and shall respect the client's self-determination – understanding that ultimately the parties are responsible for making the decisions that resolve their issues.
- 9.4.4. A Collaborative Practitioner shall encourage parents to remain mindful of the needs and best interests of any relevant child.

9.4.5. A Collaborative Practitioner shall avoid contributing to the conflict between the parties.

**9.5. Disclosure of Business Practices**

9.5.1. A Collaborative Practitioner shall fully disclose to the client in writing his/her respective fee structure, related costs and billing practices involved in the case.

9.5.2. A Collaborative Practitioner shall be truthful in advertising his/her Collaborative Practice and in the solicitation of Collaborative clients.

**9.6. Minimum Elements of a Collaborative Participation and/or Fee Agreement**

9.6.1. A Collaborative Participation Agreement and/or Fee Agreement shall be in writing, signed by the parties and the Collaborative practitioners, and must include provisions containing the following elements: See the attached proforma Participation Agreement, as a minimum paragraphs 6, 7, 9, 10, 12, 14, 15, 16, 19, 20 must form part of Participation Agreement to be signed.

**10. Ethical Standards Specific to Particular Collaborative Roles**

**10.1. General**

10.1.1. A Collaborative Practitioner who serves on 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 or both client(s) or with any relevant child outside the Collaborative process is inconsistent with that neutral role.

**10.2. Financial Specialists**

10.2.1. A Collaborative Practitioner serving as a financial neutral may assist the clients in completing the tasks as specified in the agreement. Subject to both clients' approval in writing, the financial neutral may continue to advise the clients on financial matters or be available for further consultations. However, these consultations will not include the sale of financial products.

**10.3. Family / Child Specialists**

10.3.1. A Collaborative practitioner serving as a child specialist may assist the family in divorce/separation related matters for any relevant child. Such assistance may not include becoming the child's therapist. A Collaborative Practitioner serving as a neutral coach may assist the family in divorce/separation related matters. Such assistance may not include acting as a therapist for one or both parties.

- 10.3.2. A Collaborative Practitioner who serves in the role of coach on a Collaborative case shall not function as a therapist to the Collaborative Practitioner's client after the case has ended. Coaches may continue to help the clients/family address specific divorce issues after the divorce is final. A therapist for a client must not serve in the role of coach or child specialist on a Collaborative case involving a client with whom the therapist has acted in a therapeutic role.
- 10.3.3. A Collaborative Practitioner serving 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.

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