

**CLEO**Community Legal Education Ontario
Éducation juridique communautaire Ontario

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PARTICIPATION AGREEMENT

Evaluating the Impact of the Family Law Guided Pathways on the Quality of Court Forms Prepared by Self-Represented Litigants

By signing this document, you agree to participate in a legal research study conducted by Community Legal Education Ontario/Éducation juridique communautaire Ontario (“CLEO”), on the terms and conditions set out below. If you agree to participate and you are accepted by CLEO as a participant, you will be given a copy of this signed and dated Participation Agreement (this “Agreement”).

1. Invitation to Participate

You are being invited to participate in a randomized control study (a type of study that involves research) conducted by CLEO. You are being invited to participate because you want to prepare court documents to start a family court application to ask for a divorce and/or other family law relief using CLEO’s Family Law Guided Pathways (the “Pathways”), and you do not have a lawyer helping you with your court case.

This Agreement provides you with information to help you make an informed choice about whether to participate in the study, including providing your consent for CLEO to collect, use, and disclose your personal information in accordance with the terms set out below and CLEO’s [Guided Pathways Privacy Policy](#).

(see <https://www.cleointeractivehelp.ca/Login/PrivacyPolicy.aspx>)

Please read this document carefully and ask any questions you may have. All your questions should be answered to your satisfaction before you decide whether to participate in the study. You can ask questions by emailing support@cleo.on.ca.

2. Voluntary Participation

Taking part in this study is voluntary. You have the option not to participate at all. If you do choose to participate, you can leave the study at any time. If you choose to leave the study, or become ineligible to complete the study as set out in section 4 below, the policies set out in section 7 below will apply to any personal information collected in the course of the study.

Whatever you choose, it will not affect your ability to access the Pathways outside the study.

3. Background Information and Purpose of the Study

Many people filing for divorce and/or asking for court orders for other family law issues in Ontario are not represented by a lawyer. People who are not represented by a lawyer may have difficulties preparing the documents they need for their case, such as court forms. Online tools designed for people without legal assistance, such as the Pathways, can help people prepare these documents.

The purpose of the study is to better understand the impact and effectiveness of the Pathways. The study will compare the quality of a court form prepared by self-represented people (people who don't have a lawyer) with and without the help of the Pathways.

4. What the Study Involves

You are being asked to participate in the study because you meet the criteria for participation. If you agree to participate, you will complete the following steps. You can withdraw from the study at any time. If you choose to withdraw or become ineligible to participate, the policies set out in section 7 below will apply to any personal information collected in the course of the study.

If you complete steps A-F below, and sign a Limited Scope Retainer Agreement that authorizes the lawyer to share your information with CLEO, you will be eligible to meet with a lawyer who will review your court form and can assist in finalizing it, if necessary, for up to two (2) hours free of charge. The lawyer's evaluation of your court form and interview with you form part of the study.

As the purpose of the study is to evaluate the effect of the Pathways on court forms, specifically Form 8, you can only participate if you will agree not to complete the Guided Pathway for Form 8, or seek other help in completing the form, before completing Step E below. Because doing so could compromise the results of the study, you will not be eligible to continue to participate in the study if you do so.

The study will only be effective if participants answer all questions honestly and correctly, and comply with the terms and conditions of this Agreement and the Retainer Agreement described below. Accordingly, if you fail to do so, you will not be eligible to continue to participate in the study.

Steps for Participants:

- A. Complete a screening questionnaire to make sure that you are eligible to participate in the study. If you are not eligible, you will not participate in the study and will not complete any of the other steps listed below.
- B. Provide personal information, including your name, where you live, and the name of your spouse.

This information will be shared with the lawyer in order to complete a conflict check. A conflict check means that the lawyer will investigate whether there is any conflict between your interests and the interests of the lawyer or any of their clients. For example, if the lawyer has worked for your spouse in the past, they will not be able to review your court form or potentially help you finalize it, because you and your spouse will have different interests in this case.

If there is a conflict, you will be removed from the study and will not complete any of the other steps listed below. If you are removed from the study, you will not be restricted from using the Pathways to complete Form 8 or any other court forms.

- C. Complete an intake questionnaire that will collect information about you and your household (demographic information), for research purposes only. The questionnaire will take about 10 minutes to complete.
- D. Receive your group assignment. You will be randomly assigned to one of two groups. Randomization means that you will be put into a group by chance (like flipping a coin). There is no way to predict which group you will be assigned to. You will have an equal chance of being put into each group.
- E. Prepare your court form (Form 8: Application) using the process assigned to your group. If you are in Group 1, you will prepare the court form using the Pathways. If you are in Group 2, you will prepare the court form using a fillable PDF, without using the Pathways or any other resources.

You may be asked to join a Zoom meeting and share your screen while completing the court form, so that an independent member of the research team, who will not be involved in the evaluation part of the study, can observe the process and assess the tasks required to complete the court form for purposes of the study. When you join the meeting, you will do so without turning on your camera or microphone, and you will not be asked to turn on your camera or microphone. In the event you experience technical difficulties while completing the court form, the researcher will be available using the “chat” function available in Zoom. However, the researcher will not be able to answer any questions related to the court form or how to complete it.

- F. Complete a survey and interview with a member of the research team about your experience preparing Form 8.
- G. Meet with a lawyer. The meeting can take place in person or by Zoom, and will be scheduled at a time that is convenient for both you and the lawyer.

You will sign a Limited Scope Retainer Agreement (“Retainer Agreement”) that will allow the lawyer to provide you with limited legal services, specifically to evaluate

Form 8 as you completed it and assist in correcting any issues related to your completion of Form 8. The Retainer Agreement includes an agreement that the lawyer can share your information with CLEO for purposes of the study. CLEO will treat your personal information as confidential in accordance with its [Guided Pathways Privacy Policy](https://www.cleointeractivehelp.ca/Login/PrivacyPolicy.aspx) (see <https://www.cleointeractivehelp.ca/Login/PrivacyPolicy.aspx>). A copy of the Retainer Agreement is attached to this Agreement for your reference, but you will be able to ask the lawyer questions about it before you sign it.

The lawyer will interview you about your experience preparing Form 8, review the form that you completed, identify any issues with the completed form, and provide assistance in finalizing the form. This step forms part of the study.

- H. Complete a final interview. You may be asked to have another interview with a member of the research team about your experience preparing Form 8 once you have completed all of the other steps in the study.

5. Compensation and Costs

You will not be paid for taking part in the study.

There will not be any cost to you for participating in the study, other than the time required to participate. Even if you decide to stop participating in the study before you complete all the steps, there will be no cost.

6. Risks and Benefits

Please note that participating in the study may delay the filing of your court form by 1-2 weeks, depending on when you schedule the meeting with the lawyer. The benefit of participating is contributing to legal research regarding online tools designed for people without legal assistance, and potentially receiving up to two (2) hours of assistance from a lawyer to finalize Form 8, for which you will not be charged.

7. Privacy and Confidentiality

By participating in the study, you consent to CLEO collecting, using and handling your personal information in accordance with CLEO's Guided Pathways Privacy Policy, available at <https://www.cleointeractivehelp.ca/Login/PrivacyPolicy.aspx>. CLEO will treat the personal information you provide through participating in the study as confidential. Our servers on which personal information reside are located in Canada.

The study involves collecting data from the questionnaires and court forms. Except for sharing your personal information with the lawyer for purposes of the conflict check, as set out in section 4, Step B, and providing your completed Form 8 to the lawyer as set out in section 4, Step G, all documents will be anonymized or pseudonymized before any data is

analyzed for purposes of the study. This means that, except as provided above, CLEO will only share information collected from the questionnaires and court forms that will not include information that can directly identify you, such as your name, address or phone number, or the name, address or phone number of any family member.

Results of the study may be published and/or publicized. Any publications or publicity regarding the study and the results thereof will refer only to anonymized or pseudonymized data. Your personal information will not be published or made public as a result of your participation in the study.

Leaving the Study

If you choose to leave the study before completing all of the steps, or you become ineligible to complete the study, the data collected up to that point will still be used in the study. Data will be anonymized or pseudonymized before analysis. Depending on when you leave or become ineligible to complete the study, this data could include:

- demographic information collected in the intake questionnaire
- data collected during completion of the court form
- information collected from the survey and interview after you complete your court form
- information collected during your meeting(s) with the lawyer

If you leave the study before you complete the court form in full, data from the court form will not be used in the study. For example, if you are assigned to complete your court form using the Guided Pathway, but choose to withdraw from the study before you reach the end of the Pathway, any data entered in the Pathway up to the time of your withdrawal will not be included in the study.

If you do not want your data to be used in the study, you must tell CLEO not to use your data at the time you withdraw or are told that you are ineligible to continue. You can tell CLEO not to use your data by sending an email to support@cleo.on.ca. If you tell CLEO not to use your data, the information listed above will not be included in the study. However, the fact that you withdrew from the study or did not complete the study due to ineligibility will be included.

If you leave the study or do not complete it due to ineligibility, CLEO will retain your personal information for as long as your Guided Pathways account is active or as long as required by law or for the purpose it was collected.

Additional information about how CLEO collects, uses and handles your personal information is available in CLEO's [Guided Pathways Privacy Policy](#). (see <https://www.cleointeractivehelp.ca/Login/PrivacyPolicy.aspx>)

8. Information about the Study

You have the right to be informed of the results of this study once the entire study is complete. If you would like to be informed of the results, or have any questions during your participation in the study, please contact CLEO at support@cleo.on.ca.

CLEO believes that it is in the interests of all parties to have any complaints resolved as fairly and as quickly as possible. If you have a complaint that arises during your participation in the study, please direct it to the attention of the executive director by email to info@cleo.on.ca or in writing to 180 Dundas Street West, Suite 506, Toronto, ON, M5G 1Z8. CLEO's complaints policy is available at <https://www.cleo.on.ca/en/about/complaints-policy>.

9. Limitation of Liability

Under no circumstances will CLEO and its officers, directors, employees, agents, service providers, partners and independent contractors have any responsibility or liability for any direct, indirect, special, incidental, consequential, punitive, exemplary or other damages, including, without limitation, any loss of profit, costs, expenses, harm to business, business interruption, reputation, loss of information or programs or data, loss of savings, loss of revenue, loss of goodwill, loss of tangible or intangible property, legal fees or legal costs, wasted management or office time or damages of any kind whatsoever, whether based in contract, tort, negligence or any other legal basis, arising out of or in connection with your participation in the study, even if CLEO has been specifically advised of the possibility of such damage or loss, or if such damage or loss was foreseeable. Regardless of whether any such losses are deemed to be direct or indirect damages, CLEO is not liable to you for any damages relating to your participation in this study.

Acknowledgement and Statement of Understanding

You acknowledge that you agree to and understand each of the following statements by initialling each one:

- A. _____ I will answer all questions asked as part of the study honestly and completely. If I do not answer honestly or provide accurate information, CLEO can remove me from the study and I will not be eligible to continue with any of the steps in the study.
- B. _____ I will not take any steps to complete Form 8 using the Pathways, and I will not seek help in completing Form 8, before I complete Step E set out in section 4 above. If I try to complete Form 8 before that time, CLEO can remove me from the study and I will not be eligible to continue with any of the steps in the study.

- C. _____ If I do not complete all of the steps set out in section 4, do not sign the Retainer Agreement, or I am removed from the study for any reason, I will not be eligible to continue to participate in the study.
- D. _____ I agree that CLEO can share my personal information with the lawyer for purposes of a conflict check, as explained in Step B set out in section 4 above.
- E. _____ I agree that CLEO can share my Form 8 with the lawyer for purposes of the study and potentially assisting me to complete Form 8, as explained in Step G set out in section 4 above.
- F. _____ I agree that CLEO must confirm my eligibility, including the lawyer clearing the conflict check, before I will be enrolled in the study. If I am not eligible to participate, I will not be enrolled in the study.
- G. _____ I agree to participate in this study. I confirm that all of my questions about the study have been answered and I understand the information contained in this Agreement.

Signature

If you are satisfied with this Agreement, please initial the statements above, sign your full name below, and date this Agreement. You will be provided with a copy of this Agreement for your records.

Signature

Date

Name: _____

Schedule A

Note to Participant:

The following sample agreement is provided for your information only. It shows the terms under which you would receive free legal help from an independent family law lawyer if you complete the required steps in CLEO's research study and meet all participation conditions as provided in section 4 of the Participation Agreement.

If you agree to participate in the study, you will sign the Participation Agreement with CLEO today. If you complete the required steps in the study and are assigned to meet with a lawyer as outlined in section 4 of the Participation Agreement, you will then be asked to sign a Limited Scope Retainer Agreement (the "Retainer Agreement") with the lawyer, similar to the sample provided below. CLEO is not providing legal advice. CLEO is neither a signatory nor a party to the Retainer Agreement but will receive limited information from the lawyer as described in the Retainer Agreement and the Participation Agreement.

Please note: the Retainer Agreement will only take effect if all of the following conditions are met:

1. You complete the required steps in CLEO's research study and are assigned to meet with the lawyer;
2. The lawyer confirms there is no conflict of interest; and
3. Both you and the lawyer sign the Retainer Agreement.

Sample Agreement:

[INSERT LAWYER OR LAW FIRM NAME HERE]

[Insert lawyer's business address]

[Insert telephone number]

[Insert email address]

[Date]

[Client name]

[Client address]

LIMITED SCOPE RETAINER AGREEMENT

This agreement is between [lawyer/law firm] and [client name]. Throughout this agreement, [lawyer/law firm] will be referred to as "I", "me" or "Lawyer", and you will be referred to as "you" or "Client".

You and I have entered into this Limited Scope Retainer Agreement because you are retaining me on a limited basis, and to ensure that there is no confusion about the scope of my retainer or the work I will or will not do for you in relation to your family law case. This Limited Scope Retainer Agreement is effective as of [date].

Scope of Services

Under this Limited Scope Retainer Agreement, I will provide you with **only** the following services, for **only** the amount of time set out below:

- Services: I will assist with the preparation of a Form 8: Application.
- Hours: I will provide you with a **maximum** of two (2) hours of legal services
- Fees: You will not be charged for these services.

You will remain responsible for and in control of your own case at all times, and you are responsible for all other aspects of your family law matter other than preparing Form 8. **I am not your “lawyer of record”**, my name will **not** appear on Form 8 or any other court documents, and I **will not**:

- sign any papers on your behalf
- appear in court for you or with you
- represent you in your family law matter or any other legal proceeding
- take any steps to prepare your case for trial
- make decisions about any aspect of your case.

This document must be signed and dated before I will provide the services set out above.

If you ask me to provide services beyond the services set out above, and I agree to provide any such services, we will enter into a new agreement that sets out the terms and conditions of our agreement regarding those services, and I will not provide any additional services until the new agreement is signed and dated.

Termination of Agreement

I may terminate this Agreement before providing you with two hours of services as permitted under the Rules of Professional Conduct as instituted by the Law Society of Ontario, the Family Law Rules, and the terms of this Agreement. The circumstances under which I may terminate this Agreement include, but are not limited to, the following:

- a) you consent,
- b) you mislead me,
- c) you ask me to do something that is against the Rules of Professional Conduct, or

- d) your conduct makes it unreasonably difficult for me to carry out the services effectively.

Confidentiality and Privilege & Limited Waiver

Once you retain me to provide you with the limited legal services set out in this Limited Scope Retainer Agreement, we have a lawyer-client relationship. Communications between a lawyer and client that are intended to be confidential and are made for the purpose of asking for or giving legal advice are privileged. Privileged information and communications cannot be disclosed except in limited circumstances. Similarly, once I have been retained, I have a duty to keep your information confidential. I can only disclose your information in limited circumstances. I am allowed to share privileged and confidential information with your consent.

By signing this Limited Scope Retainer Agreement, you agree that I can share your information and the content of our communications under this Agreement only with Community Legal Education Ontario (“CLEO”) for the sole purpose of a research study titled “*Evaluating the Impact of the Family Law Guided Pathways on the Quality of Court Forms Prepared by Self-Represented Litigants*” being conducted by CLEO (the “Study”), which you have agreed to participate in.

This means that you agree that the information you share with me and the advice I provide to you under this Agreement will **not** be absolutely privileged and confidential in that you are agreeing that I can share the information with CLEO. I will not share your information with anyone else, unless required to by law or under the Rules of Professional Conduct.

Acknowledgement and Statement of Understanding

You are signifying your agreement with each of the following statements by initialling each one:

- A. _____ The services Lawyer will provide under this Agreement are clearly set out under the heading “Scope of Services”. Client takes responsibility for all other aspects of client’s family law matter. **Client specifically acknowledges that Lawyer is not their “lawyer of record”, their name will not appear on Form 8 or other court documents, and will only provide services as set out in this Agreement.**
- B. _____ Client understands that Lawyer will not be appearing in court with them.
- C. _____ If asked, Client will tell the court that Client had assistance in preparing Form 8.

D. _____ Client will **not** refer to Lawyer as “my lawyer”.

E. _____ Client agrees to waive privilege and confidentiality so that Lawyer can disclose privileged and confidential information to CLEO, solely for purposes of the Study. Client acknowledges that Client has had the opportunity to ask Lawyer questions about what this means and Lawyer has answered their questions.

F. _____ Client acknowledges that Client has been advised that Client has the right to consult with an independent lawyer to review this Agreement and advise Client on their rights **before** Client signs this Agreement.

Signature

If you are satisfied with this Agreement, please initial where indicated in the spaces above, sign your full name below, and date the Agreement. Keep a copy of this Agreement for your records.

[Client Name]

Date:

[Lawyer or Law Firm Name]

Date: