THIS IS A SEPARATION AGREEMENT DATED [specify]

Between

Party 1

(Party 1)

and

Party 2

(Party 2)

1. **Background**
   1. This Agreement has been made with the assistance of a mediator[, namely [specify name]].
   2. This Agreement has been reached through the collaborative law process on the following basis:
      1. At the commencement of the process, and throughout it, the parties agreed that the purpose of the collaborative process was to focus on reaching a comprehensive resolution of all issues relating to their marriage and separation.
      2. In arriving at this Agreement, the parties have each applied their individual standards of reasonableness and acceptability. The conclusions they have reached are based in part on their respect and regard for each other. From time to time, they have considered what might happen if any issue were decided by a judge in court, but they have elected to make their own agreement whether or not a court might have adjudicated issues in the same manner.
      3. Party 1 has worked with [name], a collaborative lawyer, to advise and assist him in connection with this Agreement. Party 2 has worked with [name], a collaborative lawyer, to advise and assist her in connection with this Agreement.
      4. [The parties have also jointly worked with [name], a family professional, and (name), a financial professional, to advise and assist them in connection with this Agreement.]
2. **Parenting**
   1. With respect to the decision-making responsibility for the children:
      1. Party 1 and Party 2 will have joint decision-making responsibility and will make important decisions about the children's welfare together, including decisions about the children's:
         1. health[, including major non-emergency health care, as well as emergency health care as long as both parties can be reached immediately in the event of an emergency, failing which the party with parenting time will make the emergency decision];
         2. education;
         3. culture, language, religion and spirituality; and
         4. significant extra-curricular activities.
      2. If the parties cannot agree, they will use [the dispute resolution paragraph [specify number] in the Parenting section of this Agreement] [the section of this Agreement entitled "Dispute Resolution"] to resolve the dispute.
   2. With respect to the decision-making responsibility for the children:
      1. [name] will have sole decision-making responsibility and will make important decisions about the children's welfare, including decisions about the children's:
         1. health[, including major non-emergency health care, as well as emergency health care as long as name can be reached immediately in the event of an emergency, failing which name will make the emergency decision];
         2. education;
         3. culture, language, religion and spirituality; and
         4. significant extra-curricular activities.
   3. With respect to the decision-making responsibility for the children:
      1. [name] will have sole decision-making responsibility and will make important decisions about the children's welfare, including decisions about the children's:
         1. health[, including major non-emergency health care, as well as emergency health care as long as name can be reached immediately in the event of an emergency, failing which name will make the emergency decision];
         2. education;
         3. culture, language, religion and spirituality; and
         4. significant extra-curricular activities.
      2. [name] will, however, first consult with [name] in respect of all important decisions in subparagraph (a) above and will seek [his/her] input. It is only after this consultation process that [name] will be at liberty to make a decision. [name] will advise [name] of [his/her] decision[ 30 days in advance] [ in writing].
      3. Notwithstanding any opposition or disagreement by [name] with respect to [name]'s decision, [name]'s decision will prevail.
   4. Party 1 and Party 2 will have bifurcated (ie. split) decision-making responsibility for the children as follows:
      1. Party 1 will have sole decision-making responsibility and will make important decisions about the children's welfare with respect to the children's:
         1. [health [including major non-emergency health care, as well as emergency health care as long as name can be reached immediately in the event of an emergency, failing which name will make the emergency decision];]
         2. [education;]
         3. [culture, language, religion and spirituality;]
         4. [significant extra-curricular activities. for the children.]
      2. Party 2 will have sole decision-making responsibility and will make important decisions about the children's welfare with respect to the children's:
         1. [health [including major non-emergency health care, as well as emergency health care as long as name can be reached immediately in the event of an emergency, failing which name will make the emergency decision];]
         2. [education;]
         3. [culture, language, religion and spirituality;]
         4. [significant extra-curricular activities. for the children.]
      3. Each party will, however, first consult with and seek the input of the other in respect of all important decisions over which that party has sole decision-making authority. It is only after this consultation process that the party with sole decision-making authority will be at liberty to make a decision. The deciding party will advise the other of the final decision[ 30 days in advance] [ in writing].
   5. In light of the COVID-19 pandemic, Party 1 and Party 2 agree to the following parenting arrangements [for the next [specify period ie. number of weeks/months] or ]until the provincial government no longer recommends social distancing practices[, and reopens schools and day care]:
      1. The above-noted parenting time schedule will remain in effect, except as modified as follows:
         1. There will be no extracurricular activities[, except as agreed upon by the parties].
         2. [Specify other modifications.]
      2. Each party will practice strict social distancing, both during and outside of their parenting time. This means following public health recommendations regarding:
         1. remaining at home as much as possible and avoiding unnecessary out-of-home errands;
         2. working from home and conducting virtual meetings as much as possible;
         3. maintaining at least a 2-metre distance from other people except those sharing the household;
         4. avoiding in-person gatherings, and instead using technology to keep in touch with friends and family;
         5. frequent hand-washing;
         6. use of disinfectants and sanitizers; and
         7. any other public health directives.
      3. For necessities like groceries, each party will either arrange for delivery or reduce attendances at grocery stores or elsewhere to the minimum possible, and whenever possible will go to the grocery store or other sites without the children present.
      4. During their parenting time, each party will impose strict social distancing on the children. This includes no in-person play dates and no use of public playgrounds, community centres, restaurants or other public gathering places[, except as the parties agree].
      5. During their parenting time, each party will ensure that the children complete all daily school work as assigned by the school in person or via the appropriate technology if the children are not in school.
      6. If a party or other member of the party's household is isolating due to travel or contact with a person with symptoms of COVID-19, that party will immediately notify the other party and will commence a 14-day period of isolation. If the children are with the isolating party at that time, the other party will have the option of coming and taking care of the children until the end of the 14 days, or having the children remain with the isolating party. During periods of isolation, the parties will facilitate daily video calls between the children and the party without them.
      7. If a party or other member of the party's household exhibits symptoms of or is confirmed as having COVID-19, that party will immediately notify the other party and will cease to spend time with the children until that party (or their household member) has fully recovered and is able to care for the children without risk to the children, or for a minimum of 14-days, whichever is longer. During this period, the parties will facilitate daily video calls between the children and the party without them.
      8. If a party notices that a child is showing symptoms of COVID-19 or is feeling unwell, the party who is currently with the child will immediately notify the other party and will commence a 14-day period of isolation with the child. [Specify whether any remaining child(ren) will remain in isolation with the sick child or will be moved to the other party's household].
      9. [It is acknowledged that [specify party] [(or specify name of person) in (specify party)'s household] is at an increased risk of exposure to COVID-19 as that person is an essential services worker working with the public. [Specify party] will continue to have parenting time, but acknowledging the increased risk, there will be complete transparency with [specify other party] regarding whether or not there has been any contact with someone who has been diagnosed or has been exhibiting symptoms of COVID-19.]
      10. [[Specify party] lives in a home with older family members or individuals who are immune-compromised. As a result, until such time as the parties determine, the children should not be in that home; instead, the parties will facilitate daily video calls between the children and [specify party], and will facilitate alternate parenting time with [specify party] [specify details of alternate parenting time, such as location/times].]
      11. [name's [supervised] parenting time with the children at [specify public location such as a community centre, a mall, or a restaurant] is temporarily suspended; instead, the parties will facilitate video calls between the children and name [specify details.]
      12. [name's's supervised parenting time with the children at [specify supervised location] is temporarily suspended; instead, the parties will facilitate video calls between the children and name [specify details].]
   6. With respect to the children's education, the parties agree as follows:
      1. Both parties may attend all school functions regardless of the parenting time schedule.
      2. The parties will attend parent-teacher meetings [preferably together, but if that is not practical, then individually] [individually, or together if both parties consent].
      3. Each party will obtain their own school calendar and school notices.
      4. With respect to school field trips or classroom events, [the parties will alternate attendance. If one party is unable to attend, that party will immediately notify the other party, who may attend instead] [a party will only attend field trips and participate in classroom events when the children are in that party's care according to the schedule].
   7. 1. Party 1 and Party 2 will live near each other to facilitate the parenting time with the children, set out in this Agreement.
      2. If a party proposes to change their residence or that of the children[ within [number] kilometres from the municipal boundary of [area]], such that the other party's relationship with the children will not be significantly impacted, the moving party will give written notice [at least 30 days before the proposed change ]to the other party of:
         1. the date on which the change is expected to occur;
         2. the address of the new residence; and
         3. the contact information of the moving party and the children, as the case may be[, including any new telephone number(s)].
   8. 1. Party 1 and Party 2 will live near each other to facilitate the parenting time and the decision-making responsibility with respect to the children, as set out in this Agreement.
      2. In the event that a party intends to undertake a relocation with or without the children that will significantly impact the other party's relationship with the children, the relocating party must provide the other party with at least 60 days' written advance notice of the intended relocation, in the form prescribed by the [applicable legislation, or if no form is prescribed] *[Divorce Act] [Children's Law Reform Act]*[, or if no form is prescribed], setting out, among other things:
         1. the expected date of the proposed relocation;
         2. the address of the new place of residence and contact information of the relocating party or the children, as the case may be;
         3. a proposal as to how parenting time[ and decision-making responsibility] with respect to the children could be exercised;
         4. any other information in the prescribed form or regulations under the [applicable legislation] *[Divorce Act] [Children's Law Reform Act]*.
      3. Once the other party receives notice of the proposed relocation:
         1. the parties will work together and use their best efforts [independently or with the assistance of their respective counsel if necessary ]to review and revise, as necessary, the parenting time schedule[ and the decision-making responsibility], as well as any related support or other issues, to accommodate the relocation and the other party's relationship with the children, taking into account the best interests of the children and the factors set out in the legislation;
         2. [the parties [may] [will] mediate the dispute, in accordance with paragraph [specify mediation paragraph from the Dispute Resolution section of the Agreement] below, if they require more assistance in resolving the dispute, keeping in mind the deadline for notice of any objection to the relocation set out in subparagraph (d) below.]
      4. If the parties have not resolved the dispute, no later than 30 days after receiving the notice from the relocating party, the other party will provide notice of their objection to the relocation in the form prescribed by the *[Divorce Act] [Children's Law Reform Act]*[, or if no form is prescribed], setting out, among other things:
         1. a statement that the party objects to the proposed relocation;
         2. the reasons for the objection;
         3. the party's views on the proposal for the exercise of parenting time[ and the decision-making responsibility], set out in the relocating party's notice;
         4. any other information prescribed by the regulations under the *[Divorce Act] [Children's Law Reform Act]*.
      5. If the other party has provided notice of their objection to the relocation in subparagraph (d) above, [the parties will arbitrate the dispute, in accordance with paragraph [specify paragraph from the Dispute Resolution section of the Agreement] below,] [the parties will mediate/arbitrate the dispute, in accordance with paragraph [specify paragraph from Parenting Dispute Resolution section of the Agreement] below,] [[the relocating party will] [that party will] [either party may] bring an application to the applicable court ]to determine the dispute.
      6. In the event that any one of the following have occurred:
         1. the parties have resolved the matter, and entered into an amending agreement before witnesses setting out any changes to this Agreement;
         2. the non-relocating party has not provided the requisite objection to the relocation required in subparagraph (d) above, and there is no [mediation/arbitration or] [arbitration or] court application on relocation pending; or
         3. there is no [arbitration award or ]court order prohibiting the relocation;

the party seeking to relocate will be free to do so as of the date set out in the notice in subparagraph (b) above, or in any [arbitration award or ]court order.

* + 1. This paragraph is not intended to limit the parties' ability to take the children out of the jurisdiction for the purposes of travel in accordance with the travel term below.
  1. If Party 1 and Party 2 are unable to resolve a parenting issue/dispute, other than disputes regarding a change in the allocation of decision-making responsibility, a substantial change to parenting time or contact, and/or the relocation of a child, the parties will engage a parenting coordinator to assist them on the following terms:
     1. The parties wish to engage [name of parenting coordinator]. If, however, [name of original parenting coordinator] is unable or unwilling to act, [name of original parenting coordinator] will recommend and refer the matter to an alternate parenting coordinator. If this alternate parenting coordinator is unable or unwilling to act, the parties will select another mutually agreeable parenting coordinator by [specify how this final alternate is to be decided].
     2. The parties will share the [up front ]cost of the parenting coordinator [equally] [on the basis that Party 1 will pay (number) percent and Party 2 will pay (number) percent of the total cost].
     3. If the parties have not reached a resolution of the parenting dispute after [number] days, the parenting coordinator will arbitrate the dispute[, and will have the right to reapportion costs].
     4. Any arbitration will be conducted in accordance with the *Arbitration Act*, and will constitute a secondary arbitration under the *Arbitration Act* and the *Family Law Act*.
     5. The parenting coordinator's decision ("award") will be binding. The award may be appealed to the court[ in accordance with section 45(1) of the ]*[Arbitration Act]*[, with leave on questions of law only.] [ as of right on questions of (law) (fact) (mixed law and fact).]
     6. Because the parenting coordinator and the arbitrator are the same person, the parties waive section 35 of the *Arbitration Act*.
     7. The parties will enter into a Parenting Coordination Agreement consistent with the terms herein[, attached as a Schedule to this Agreement].

1. **Spousal Support**
   1. 1. In full satisfaction of [his/her] spousal support obligation, [name] will pay [name] $[amount] when this Agreement is signed [and a further $(amount) on (date)] [from his share of the matrimonial home sale proceeds on closing].
      2. [name] will pay interest [monthly] on any outstanding balance after this Agreement is signed at [number] percent a year, compounded [period].

[Include a spousal support release (see Part 7) to be effective once payment is made.]

* 1. [name] will pay [name] spousal support of $[amount] a month starting [date] and ending on [date]. [name] will make the payments on the [first] day of each month. On [date], spousal support ends forever. This term cannot be changed. [Include a spousal support release clause to be effective once the fixed term ends.]
  2. [name] will pay [name] spousal support of $[amount] a month, starting [date]. [name] will make the payments on the [first] day of each month.
  3. Since [date], [name] has paid spousal support of $[amount] to [name] on a periodic basis. These payments are deemed to have been paid and received under this Agreement and subsections 56.1(3) and 60.1(3) of the *Income Tax Act*. [name] will deduct these payments from [his/her] taxable income and [name] will include them in [his/her] taxable income.
  4. The parties will register their child and spousal support arrangement with CRA by filing Form T1158 "Registration of Family Support Payments" with CRA.
  5. In any case, when required by [name] and reasonably requested, [name] will provide a statement of support received by [him/her] from [name] for the prior year.
  6. [name]'s spousal support is less than it would have been because of the amount of child support being paid. When the child support is reduced or ends, [if name requests,] there will be a[n automatic] review of spousal support.
  7. [name] will not pay spousal support while [name] is cohabiting with another person in a relationship resembling marriage. If [he/she] stops cohabiting, [if name requests, name]'s obligation to pay [name] support will be [automatically ]reviewed [or re-instated].
  8. [name] will not pay spousal support when [name]'s cohabitation with another person in a relationship resembling marriage entitles [him/her] to seek support from that person.

1. **Life Insurance**
   1. [name] owns or has an interest in a policy of [group] [term] [whole] life insurance [through his/her employment at (name of employer)], in the amount of $[amount] (the "policy"). [Provide further relevant details of the policy, including insurer, policy number etc.] [name] warrants that [he/she] has not borrowed against the policy and that the full face value of the policy is available and unencumbered.
   2. When [name]'s obligation to pay [child] [spousal] [child and spousal] support to [name] terminates in accordance with the [child support] [spousal support] [child and spousal support] termination provisions in this Agreement, [name]'s obligation to maintain the policy and to maintain [name] as the irrevocable beneficiary of the policy ends. [name] will [execute any documentation necessary] [provide name's insurer with a direction substantially in the form of the attached Schedule "Consent to Release of Irrevocable Beneficiary Status"] to release the irrevocable beneficiary designation. If [name] refuses to release the irrevocable beneficiary designation, [name] may obtain a court order directing the insurer to do so. [name] will be responsible for the costs [name] incurs in obtaining the order.
   3. If the policy or the full amount of the policy is not in force on [name]'s death:
      1. [name] authorizes a lien and first charge against [his/her] estate for the full amount of the policy proceeds;
      2. all of [name]'s rights and remedies against [name]'s estate are preserved.
   4. 1. The policy amount [or the amount of the policy allocated to name as the irrevocable beneficiary and/or to the child(ren) as the beneficiar(y)(ies)] that [name] is required to maintain will be reviewed every [number] years, on the anniversary date of the Agreement, for the purpose of determining the [change] [decrease] (if any) warranted by the circumstances at the applicable time.
      2. The following factors may be taken into account in setting the appropriate amount of the policy:
         1. the support owed;
         2. the estimated remaining period of the obligation;
         3. any increase in premium or change in policy; and
         4. any other [material] change in circumstance since the policy amount was last set.
      3. Party 1 and Party 2 will use the section of this Agreement entitled "Dispute Resolution" to resolve the issue.
   5. The policy amount [or the amount of the policy allocated to name as the irrevocable beneficiary and/or to the child(ren) as the beneficiar(y)(ies)] that [name] is required to maintain will be automatically reduced every [number] years on the anniversary date of the Agreement by [$(amount)] [(number)%].
2. **Pensions**
   1. In this Part of the Agreement: [Delete definitions that do not apply:]
      1. "AVCs" means the total Additional Voluntary Contributions [name] has made to the Plan, including interest/investment earnings, as set out in the Pension Form 4[letter];
      2. "bridging/supplemental benefits" means the aggregate monthly, annual or other periodic amount payable to [name] for a temporary period until [his/her] pension comes into payment;
      3. "EMCs" means the total Excess Member Contributions [name] has made to the Plan, including interest/investment earnings, remaining in the Plan, as set out in the Pension Form 4[letter];
      4. "Family Law Valuation Date" means the date the parties separated with no reasonable prospect of resuming cohabitation;
      5. "Family Law Value of [name]'s pension interests" means the imputed value, for family law purposes, of [name]'s pension benefits, deferred pension or pension/lifetime pension under the Plan, accrued from the starting date to the Family Law Valuation Date, as determined pursuant to the *Family Law Act*, the PBA and the PBA Regulation, and valued in the Pension Form 4(letter);
      6. "Family Law Value of [name]'s survivor benefits" means the imputed value, for family law purposes, of [name]'s survivor benefits under the Plan, accrued from the starting date to the Family Law Valuation Date, as determined pursuant to the *Family Law Act*, the PBA and the PBA Regulation, and valued in the Pension Form 4E;
      7. "PBA" means the *Pension Benefits Act*;
      8. "PBA Regulation" means Ontario Regulation O.Reg. 287/11, relating to Family Law Matters, pursuant to the PBA;
      9. "pension" or "lifetime pension" (as it is sometimes referred to in the Pension Forms) means [name]'s pension under the Plan that is in payment;
      10. "pension benefits" means the aggregate monthly, annual or other periodic amounts payable to [name] during [his/her] lifetime, to which [name] is/will become entitled under the Plan, but which are not yet in payment;
      11. "Pension Form(s)" means the FSCO Family Law Form(s) prescribed by the PBA and the PBA Regulation, more particularly delineated by a number;
      12. "Pension Form [4A] [4B] [4C] [4D]" means the Pension Form [4A (Statement of Family Law Value, Defined Contribution Benefit)] [4B (Statement of Family Law Value, Active Plan Member with a Defined Benefit)] [4C (Statement of Family Law Value, Active Plan Member with a Combination Benefit)] [4D (Statement of Family Law Value, Former Plan Member with a Defined Benefit or a Combination Benefit)], dated [specify date], provided by the Plan Administrator, and attached as a Schedule to this Agreement;
      13. "Pension Form 4E" means the Pension Form 4E (Statement of Family Law Value, Retired Member with a Defined Benefit Pension), dated [specify date], provided by the Plan Administrator, and attached as a Schedule to this Agreement;
      14. "Plan" means [specify name of Plan], which is a pension plan subject to the PBA;
      15. "Plan Administrator" means [specify name];
      16. "starting date" means the starting date for determining the Family Law Value, pursuant to the PBA Regulation;
      17. "surplus" means the excess of the value of the Plan's assets over its liabilities, as more particularly defined in the PBA;
      18. "survivor benefits" means the aggregate monthly, annual or other periodic amounts payable to [name] in the event of [name]'s death for [his/her] lifetime pursuant to the Plan";
      19. "transfer ratio" means the transfer ratio as defined in the PBA which reflects the funded status of the Plan as of a certain date.
   2. The Family Law Value of [name]'s pension interests:
      1. is property to be equalized within the meaning of the *Family Law Act*;
      2. will not be included in [name]'s net family property in the Property Section above; and
      3. will instead be divided and shared with [name] according to the PBA and the terms of this Part of the Agreement.
   3. The Family Law Value of [name]'s pension interests [and the Family Law Value of name's survivor benefits]:
      1. [is] [are] property to be equalized within the meaning of the *Family Law Act*;
      2. will be valued but will not be divided according to the PBA;
      3. will instead be included in [name]'s [or name's] net family property [respectively] and equalized in the Property Section above.
   4. The parties confirm that:
      1. [name] is a member of the Plan;
      2. [name] was born on [date];
      3. [name] was born on [date];
      4. The starting date is [specify date] which is [the parties' date of marriage] [the date the parties started cohabiting] [the jointly-chosen date agreed upon by the parties] [the date ordered by the court];
      5. The Family Law Valuation Date is [specify date] which is [the parties' date of separation] [the jointly chosen date agreed upon by the parties] [the date ordered by the court];
      6. No payment of an instalment of [name]'s pension benefits was due on or before the Family Law Valuation Date;
      7. [Party 1] [Party 2] submitted Pension Form 1 (Application for Family Law Value) to the Plan Administrator. The Plan Administrator provided the parties with Pension Form [4A (Statement of Family Law Value, Defined Contribution Benefit)] [4B (Statement of Family Law Value, Active Plan Member with a Defined Benefit)] [4C (Statement of Family Law Value, Active Plan Member with a Combination Benefit)] [4D (Statement of Family Law Value, Former Plan Member with a Defined Benefit or a Combination Benefit)], which forms an integral part of this Agreement;
      8. The Family Law Value of [name]'s pension interests as of the Family Law Valuation Date is $[specify amount] [or for Plans with Combination Benefits (Forms 4C and 4D), add:] [(defined benefit), $(specify amount) (defined contribution), $(specify amount) (total)];
      9. The maximum amount of the Family Law Value of [name]'s pension interests that may be assigned and transferred to [name] from the Plan is $[specify amount] [or for Plans with Combination Benefits (Forms 4C and 4D), add the following and specify amounts:] [(defined benefit), $(specify amount) (defined contribution), $(specify amount) (total)], plus interest/investment earnings to the beginning of the month in which the transfer is made;
      10. The following transfer options are available to [name] pursuant to the Pension Form 4[letter]: [Delete the options not available:]
          1. Transfer lump sum to a locked-in retirement account ("LIRA");
          2. Transfer lump sum to a life income fund ("LIF") (if [name] is eligible to buy a LIF, which can purchased in the calendar year before the year [he/she] turns 55 years of age, at the earliest);
          3. Transfer lump sum to another pension plan (if the plan administrator of the receiving pension agrees to accept the transfer and administer it in accordance with the PBA);
          4. Transfer to a Registered Retirement Savings Plan ("RRSP"), a Registered Retirement Income Fund ("RRIF") or cash payment;
          5. No transfer options are available because [specify];

[Delete any or all of the remaining subparagraphs in this section that do not apply:]

* + 1. The transfer ratio of the Plan is [specify number], as of the date of the Pension Form 4[letter];
    2. The AVCs as of the Family Law Valuation Date, including interest/investment earnings, are $[specify amount]. The AVCs from the starting date to the Family Law Valuation Date, including interest/investment earnings, are $[specify amount]. The AVCs are not included in the Family Law Value, and will instead be addressed separately in section [specify] below;
    3. The EMCs, including interest/investment earnings, are $[specify amount]. The EMCs are not included in the Family Law Value, and will instead be addressed separately in section [specify] below;
    4. [Specify the details of any other relevant issues in the applicable Pension Form 4, including full or partial wind up of the Plan, surplus, amendments to the Plan, etc.]
  1. The parties agree, and irrevocably authorize and direct, that:
     1. [$ specify amount] [or specify percentage %] of the Family Law Value of [name]'s pension interests, plus interest/investment earnings from the Family Law Valuation Date to the beginning of the month in which the transfer is made, will be transferred to [name] in a lump sum (the "Lump Sum Transfer") as set out in this section;
     2. The Plan Administrator will make the Lump Sum Transfer to [name]'s [LIRA] [LIF] [pension plan] [RRSP] [RRIF] [bank account], the details of which are specified as follows: [provide details of qualified retirement savings vehicle, pension plan or bank account for transfer];
     3. To effect the Lump Sum Transfer, [name] [has completed and filed on (date)] [will complete and file by (date)] with the Plan Administrator, a Pension Form 5 (Application to Transfer the Family Law Value), a copy of which is attached as a Schedule to this Agreement;
     4. Party 1 and Party 2 will cooperate and complete all documents necessary to facilitate the Lump Sum Transfer, including the completion and delivery of all necessary Pension Forms, together with any supporting documentation and additional information required or requested by the Plan Administrator;
     5. [name] will not do anything to cause [his/her] pension to cease to be available for division in accordance with this Agreement. In the event that [name] does jeopardize the availability of [his/her] pension for division in accordance with this Agreement, [name's spousal support amount in this Agreement will be recalculated to determine an appropriate adjustment (ie. increase if name is the support recipient or decrease if name is the support recipient)] [(if name is the spousal support recipient:) name's spousal support release in this Agreement will be set aside and an appropriate amount of spousal support determined] [the equalization payment in the Property Section above will be recalculated to take into account the Family Law Value of name's pension interests] [or specify some other sanction/remedy];
     6. If [name] dies before [name] and before the Lump Sum Transfer under the PBA is completed, the Lump Sum Transfer will be paid to [name]'s estate;
     7. Party 1 and Party 2 acknowledge that the Lump Sum Transfer will be in before-tax dollars. Consequently, the tax consequences, if any, of the Lump Sum Transfer have been addressed [separately in section (specify) below] [in the equalization payment under the Property Section above];
     8. [In the event that the Plan is underfunded (ie. the transfer ratio of the Plan is less than 1.0), the Lump Sum Transfer will be paid out as follows: (specify details);]
     9. [Specify how any other relevant issues in the applicable Pension Form 4, including full or partial wind up of the Plan, surplus, amendments to the Plan, etc., are to be handled.]
  2. The parties confirm that:
     1. [name] is a member of the Plan;
     2. [name] was born on [date];
     3. [name] was born on [date];
     4. The starting date is [specify date] which is [the parties' date of marriage] [the date the parties started cohabiting] [the jointly-chosen date agreed upon by the parties] [the date ordered by the court];
     5. The Family Law Valuation Date is [specify date] which is [the parties' date of separation] [the jointly chosen date agreed upon by the parties] [the date ordered by the court];
     6. Payment of the first instalment of [name]'s pension was due on or before the Family Law Valuation Date;
     7. [name] [name] submitted Pension Form 1 (Application for Family Law Value) to the Plan Administrator. The Plan Administrator provided the parties with Pension Form 4E (Statement of Family Law Value, Retired Member with a Defined Benefit Pension), which forms an integral part of this Agreement;
     8. The Family Law Value of [name]'s pension interests, including bridging/supplemental benefits and surplus, if any, but excluding [name]'s survivor benefits, as of the Family Law Valuation Date is $[specify amount];
     9. The Family Law Value of [name]'s survivor benefits as of the Family Law Valuation Date is $[specify amount];
     10. [name]'s lifetime pension is [monthly] [annual] instalments of $[specify amount] from the Family Law Valuation Date until age 65, and $[specify amount] from age 65 to [his/her] death. The maximum lifetime pension that may be paid to [name] from the Plan is:
         1. [monthly] [annual] instalments of $[specify amount] from the Family Law Valuation Date until [name] turns 65 years of age, and $[specify amount] from the date [name] turns 65 years of age until [name]'s death; or
         2. [specify percentage]% of each of [name]'s pension instalments;

which cannot exceed 50% of [name]'s lifetime pension earned during the period between the starting date and the Family Law Valuation Date;

* + 1. [name]'s bridging/supplemental benefits are [monthly] [annual] instalments of $[specify amount] until [specify date]. The maximum bridging/supplemental benefits that may be paid to [name] from the Plan is:
       1. [monthly] [annual] instalments of $[specify amount] until [specify date]; or
       2. a maximum of [specify percentage]% of each of [name]'s instalments of the bridging/supplemental benefits;

which cannot exceed 50% of [name]'s bridging/supplemental benefits earned during the period between the starting date and the Family Law Valuation Date;

* + 1. The Plan [does not provide] [provides] post retirement indexation;
    2. [Delete the following subparagraph if the Plan does not provide survivor or other death benefits:]The Plan provides survivor benefits [and other post retirement death benefits] to [name]. Following [name]'s death:
       1. [name]'s survivor benefit is [specify percentage]% of [name]'s lifetime pension, which is payable for [name]'s lifetime;
       2. [name is guaranteed (specify number) payments of name's lifetime pension from the Family Law Valuation Date (before name's survivor benefit in subparagraph (i) above applies);]
       3. [name's share of name's bridging/supplemental benefits is paid for a minimum of (specify number) payments;]
    3. [Delete the following subparagraph if the Plan provides survivor benefits:]The Plan does not provide survivor benefits to [name], but does provide other post retirement death benefits. Following [name]'s death:
       1. [name]'s share of [name]'s lifetime pension is paid for a minimum of [specify number] payments;
       2. [name]'s share of [name]'s bridging/supplemental benefits is paid for a minimum of [specify number] payments;
    4. The following options to divide [name]'s pension are available to [name] pursuant to the Pension Form 4E: [Delete the options not available:]
       1. Division of each instalment of [name]'s pension [including a division of each instalment of the bridging/supplemental benefits];
       2. Transfer to a Registered Retirement Savings Plan ("RRSP"), a Registered Retirement Income Fund ("RRIF") or cash payment, because of [name]'s shortened life expectancy and/or payment of surplus;
       3. [name] may waive [his/her] survivor benefits, and instead have [his/her] share of the Family Law Value of [name]'s pension interests plus the Family Law Value of [name]'s survivor benefits, combined and paid to [him/her] independently by the Plan for [his/her] lifetime. This combined payment is referred to as "[name]'s combined pension". The maximum amount of the Family Law Value of [name]'s pension interests (including bridging/supplemental benefits and surplus, if any) that may be used to calculate [name]'s combined pension as of the Family Law Valuation Date is $[specify amount]. The estimated (ie. not guaranteed) amount of [name]'s combined pension is $[specify amount] [monthly] [annually] for [name]'s lifetime;

[Delete any or all of the remaining subparagraphs in this section that do not apply:]

* + 1. The AVCs as of the Family Law Valuation Date, including interest/investment earnings, remaining in the Plan, are $[specify amount]. The AVCs are not included in the Family Law Value, and will instead be addressed separately in section [specify] below;
    2. The EMCs, including interest/investment earnings, remaining in the Plan, are $[specify amount]. The EMCs are not included in the Family Law Value, and will instead be addressed separately in section [specify] below;
    3. [Specify the details of any other relevant issues in Pension Form 4E, including full or partial wind up of the Plan, surplus, amendments to the Plan, etc.]
  1. The parties agree, and irrevocably authorize and direct, that:
     1. Pursuant to the options for the division of [name]'s pension available to [name] in Pension Form 4E, [name] opts for the division of each instalment of [name]'s pension [including a division of each instalment of the bridging/supplemental benefits], on the following basis:
        1. [$ specify amount] [specify percentage %] of each of [name]'s lifetime pension instalments;
        2. [Delete this subparagraph (ii) if no bridging/supplemental benefits:] [$ specify amount] [specify percentage %] of each of [name]'s bridging/supplemental benefits instalments;
     2. On [name]'s death, [name]'s share of [name]'s lifetime pension [and bridging/supplemental benefits] instalments in subparagraph (a) above will end. Thereafter, [name] will receive [nothing further] [name's survivor benefits (subject to any guaranteed payments of name's lifetime pension permitted by the Plan before payment of name's survivor benefits commence)];
     3. Indexation applied to [name]'s pension will [not] be applied to the pension payable to [name];
     4. The amount owing to [name] is retroactive to the Family Law Valuation Date and so will include any arrears and interest/investment earnings on the arrears from the Family Law Valuation Date to the date when the pension is divided (collectively "the arrears"). The parties acknowledge that the Plan Administrator will adjust the amount owing to [name] under subparagraph (a) above to include the arrears owing to [name], by increasing [name]'s prospective instalments [to the maximum amount allowable] [by $(amount) each] until the arrears are paid in full. There will be a corresponding, but not necessarily identical, reduction in [name]'s prospective instalments until the arrears are paid in full;
     5. To effect the division of [name]'s pension in accordance with this section, [name] [has completed and filed on (date)] [will complete and file by (date)] with the Plan Administrator, a Pension Form 6 (Application to Divide a Retired Member's Pension), a copy of which is attached as a Schedule to this Agreement;
     6. Party 1 and Party 2 will cooperate and complete all documents necessary to facilitate the division of [name]'s pension, including the completion and delivery of all necessary Pension Forms, together with any supporting documentation and additional information required or requested by the Plan Administrator;
     7. [name] will not do anything to cause [his/her] pension to cease to be available for division in accordance with this Agreement. In the event that [name] does jeopardize the availability of [his/her] pension for division in accordance with this Agreement, [name's spousal support amount in this Agreement will be recalculated to determine an appropriate adjustment (ie. increase if name is the support recipient or decrease if name is the support recipient)] [(if name is the spousal support recipient:) name's spousal support release in this Agreement will be set aside and an appropriate amount of spousal support determined] [the equalization payment in the Property Section above will be recalculated to take into account the Family Law Value of name's pension interests] [or specify some other sanction/remedy];
     8. If [name] dies before [name], the amount otherwise payable to [name] will [be paid to name] [be paid to name's estate] [terminate]. [Provide details];
     9. [Specify how any other relevant issues in Pension Form 4E, including full or partial wind up of the Plan, surplus, amendments to the Plan, etc., are to be handled.]
  2. The parties agree, and irrevocably authorize and direct, that:
     1. Pursuant to the options for the division of [name]'s pension available to [name] in Pension Form 4E, [name] opts for the transfer of $[specify amount] of the Family Law Value of [name]'s pension interests, plus interest/investment earnings from the Family Law Valuation Date to the beginning of the month in which the transfer is made, to [name] in a lump sum (the "Lump Sum Transfer") as set out in this section. This Lump Sum Transfer is available to [name] as a result of [name's shortened life expectancy] [and] [payment of surplus];
     2. The Plan Administrator will make the Lump Sum Transfer to [name]'s [RRSP] [RRIF] [bank account], the details of which are specified as follows: [provide details of qualified retirement savings vehicle or bank account for transfer];
     3. To effect the Lump Sum Transfer, [name] [has completed and filed on (date)] [will complete and file by (date)] with the Plan Administrator, a Pension Form 6 (Application to Divide a Retired Member's Pension), a copy of which is attached as a Schedule to this Agreement;
     4. Party 1 and Party 2 will cooperate and complete all documents necessary to facilitate the Lump Sum Transfer, including the completion and delivery of all necessary Pension Forms, together with any supporting documentation and additional information required or requested by the Plan Administrator;
     5. [name] will not do anything to cause [his/her] pension to cease to be available for division in accordance with this Agreement. In the event that [name] does jeopardize the availability of [his/her] pension for division in accordance with this Agreement, [name's spousal support amount in this Agreement will be recalculated to determine an appropriate adjustment (ie. increase if name is the support recipient or decrease if name is the support recipient)] [(if name is the spousal support recipient:) name's spousal support release in this Agreement will be set aside and an appropriate amount of spousal support determined] [the equalization payment in the Property Section above will be recalculated to take into account the Family Law Value of name's pension interests] [or specify some other sanction/remedy];
     6. If [name] dies before [name] and before the Lump Sum Transfer under the PBA is completed, [the application for the Lump Sum Transfer will be cancelled and name will retain the full value of his/her pension] [the Lump Sum Transfer will be paid to name's estate] [or specify some other result];
     7. Party 1 and Party 2 acknowledge that the Lump Sum Transfer will be in before-tax dollars. Consequently, the tax consequences, if any, of the Lump Sum Transfer have been addressed [separately in section (specify) below] [in the equalization payment under the Property Section above].
  3. The parties agree, and irrevocably authorize and direct, that:
     1. Pursuant to the options for the division of [name]'s pension available to [name] in Pension Form 4E, [name] opts to waive [his/her] survivor benefits and instead receive a combined pension of [his/her] share of the Family Law Value of [name]'s pension interests plus the Family Law Value of [name]'s survivor benefits, in the estimated amount of $[specify amount] [monthly] [annually], paid to [him/her] independently by the Plan for [his/her] lifetime;
     2. The parties understand that the amount in subparagraph (a) above is an estimate only and is not guaranteed;
     3. The amount owing to [name] is retroactive to the Family Law Valuation Date and so will include any arrears and interest/investment earnings on the arrears from the Family Law Valuation Date to the date when the pension is divided. The parties acknowledge that the Plan Administrator will adjust the estimated amount owing to [name] under subparagraph (a) above to account for any arrears and interest/investment earnings owing to [name], by increasing [name]'s prospective instalments. There will be a corresponding, but not necessarily identical, reduction in [name]'s prospective instalments;
     4. To effect the division of [name]'s pension in accordance with this section, [name] [has completed and filed on (date)] [will complete and file by (date)] with the Plan Administrator, a Pension Form 6 (Application to Divide a Retired Member's Pension), including the completed waiver of [name]'s right to survivor benefits in Part G, a copy of which is attached as a Schedule to this Agreement;
     5. Party 1 and Party 2 will cooperate and complete all documents necessary to facilitate the division of [name]'s pension, including the completion and delivery of all necessary Pension Forms, together with any supporting documentation and additional information required or requested by the Plan Administrator;
     6. [name] will not do anything to cause [his/her] pension to cease to be available for division in accordance with this Agreement. In the event that [name] does jeopardize the availability of [his/her] pension for division in accordance with this Agreement, [name's spousal support amount in this Agreement will be recalculated to determine an appropriate adjustment (ie. increase if name is the support recipient or decrease if name is the support recipient)] [(if name is the spousal support recipient:) name's spousal support release in this Agreement will be set aside and an appropriate amount of spousal support determined] [the equalization payment in the Property Section above will be recalculated to take into account the Family Law Value of name's pension interests] [or specify some other sanction/remedy];
     7. If [name] dies before [name] prior to the waiver of [name]'s survivor benefits and/or the implementation of [name]'s combined pension, [the application for division will be cancelled and name will retain the full value of his/her pension] [or specify some other result];
     8. [Specify how any other relevant issues in Pension Form 4E, including full or partial wind up of the Plan, surplus, amendments to the Plan, etc., are to be handled.]
  4. The parties agree, and irrevocably authorize and direct, that:
     1. Notwithstanding having received a Pension Form 4[letter], there will be no division of the Family Law Value of [name]'s pension interests by the Plan Administrator pursuant to the PBA;
     2. [Delete the following subparagraph if no Pension Form 7 to be filed:]To give effect to and to put the Plan Administrator on notice of the decision in subparagraph (a) above, the parties [have completed and filed on (date)] [will complete and file by (date)] with the Plan Administrator, a Pension Form 7 (No Division of Family Law Value/Pension Assets), a copy of which is attached as a Schedule to this Agreement;
     3. The parties understand that this clause will not affect nor release them from any support obligations enforceable under s. 66(4) of the PBA;
     4. Notwithstanding subparagraphs (a) [and (b)] above, the parties still intend to equalize [name]'s pension interests, but not through the Plan Administrator and the PBA. The parties have therefore included the Family Law Value of [name]'s pension interests in [name]'s net family property, and equalized this asset, as reflected in the equalization payment in the Property Section above.
  5. Upon completion of the parties' obligations in this Part of the Agreement, as well as [payment of the Lump Sum Transfer in section (specify) above] [the division of name's pension instalments in section (specify) above], [and payment of the equalization payment in the Property Section above,] [name] releases all claims, including all claims to joint and survivor benefits, [he/she] may have against [name]'s pension interests, including the Family Law Value of [name]'s pension interests, [list any other specific items such as AVCs, EMCs etc.,] in common law, equity or by statute, including all claims under the PBA, the *Divorce Act*, the *Family Law Act*, and the *Succession Law Reform Act*.

TO EVIDENCE THEIR AGREEMENT PARTY 1 AND PARTY 2 HAVE SIGNED THIS AGREEMENT BEFORE A WITNESS.

DATE:

|  |  |  |
| --- | --- | --- |
| Witness |  | Party 1 |

DATE:

|  |  |  |
| --- | --- | --- |
| Witness |  | Party 2 |

DATED:

Between

Party 1

and

Party 2

**SEPARATION AGREEMENT**

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