

Dynamic Agreement™

Copyright 2016 All Rights Reserved

Dynamic Agreement™ puts the **power** of creating **agreement** and addressing **change** in the hands of the **people** affected by it.

Most relationships involve agreements. Some of those agreements are important enough to formalize. The importance we place on the relationship often determines what the participants want to know about each other. For example, if participants are considering entering into an agreement which may result in them being substantially affected by the actions of the other person, they'd probably want to know if the values and principles, and motivations of the other participant are acceptable for the *purpose of the agreement* (e.g. marriage, employment, business partnership, exclusive supplier, organization governance, landlord/tenant, etc.).

It's beautiful when participants enter into an agreement and things work out exactly as planned with no conflict. Issues may arise, however, when:

- incidents occur beyond our control (e.g. job loss, illness, product unavailability, 9/11, etc.);
- needs or desires change (e.g. security rather than flexibility, opportunity rather than safety, immediate results rather than long term growth, etc.); or
- mistakes are made (e.g. low performing investments, misunderstandings, uninformed decisions, miscalculations, unrealistic expectations, etc.).

A **static agreement** (conventional contract) is transactional and legalistic. The people involved in a static agreement are commonly referred to as the *parties*. A static agreement represents a snapshot of the condition of the participants at the time they sign the agreement. The motive of the participants for entering into the agreement is usually given little, if any, attention. Often participants don't even read a static agreement because it's been negotiated and created by attorneys who use legalese that may be difficult for non-lawyers to understand.

In a static agreement:

- the participants are merely another "deal point" (who, what, when, where) of the contract like the start date and amount of money to be exchanged;
- conflict is considered abnormal and treated as a breach of the agreement if it adversely affects the deal points;
- the possibility of change is addressed by referencing hypothetical situations and threatening sanctions which may result in the dissolution of the agreement; and
- a lawsuit, or other adversarial procedure (e.g. arbitration, mediation, etc.), is the means of dealing with the dissolved agreement.

Dynamic Agreement™ is relational and humanistic. The primary purpose of the Dynamic Agreement™ approach and process is to facilitate the collaborative, co-creation of a mutually beneficial agreement arising from the relationship of the *participants exploring agreement*. Dynamic Agreement™ utilizes the platform and process of **Dynamic Agreement Dialogue™** to facilitate communication that provides participants the opportunity to gain understanding of one another's perspective as they exercise their power to collaboratively co-create agreement.

Dynamic Agreement™:

- begins with participants desiring a relational approach to agreement;
- involves participants discovering and revealing **values** and **principles**, and **motivations** important to each of them;
- requires participants to determine if the values and principles, and motivations important to the other person are acceptable to them for the *purpose of the agreement*;
- is collaboratively co-created with assistance of a **Dynamic Agreement™ Attorney**, if needed,
- includes a preamble **Foundation Statement** expressing the World in which the participants want to live, the Values & Principles the participants want to guide their decisions and actions, and their Motivations for entering into agreement;
- acknowledges and accepts **change as a constant**, and treats **conflict** as **normal** and representative of diverse perspectives;
- uses **Dynamic Agreement Dialogue™** to facilitate communication as participants collaboratively explore and co-create agreement, and address **Change, Challenges, and Conflict**; and
- **protects** the legal **rights** of the participants.

By utilizing this approach and process, **Dynamic Agreement™** puts the **power** of creating **agreement** and addressing **change** in the hands of the **people** affected by it.