

COOPERATIVE NEGOTIATION PARTICIPATION AGREEMENT

This Cooperative Negotiation Participation Agreement ("Agreement") is entered into by _____ and _____ ("the Parties"), who voluntarily agree to resolve their family law dispute through a cooperative negotiation process rather than contested litigation.

I. PURPOSE

The Parties agree to negotiate in good faith toward a comprehensive Marital Settlement Agreement (or other Family Court resolution) in a manner that promotes honesty, respect, cooperation, professionalism, privacy, and the long-term well-being of the Parties and their family. The Parties recognize that avoiding unnecessary litigation reduces financial, emotional, and social costs and serves the best interests of any children.

II. PARTICIPANTS' COMMITMENTS

The Parties agree to:

1. Participate honestly, respectfully, and in good faith.
2. Promptly and voluntarily disclose all material financial and other relevant information, whether explicitly requested or not, including Financial Declarations.
3. Cooperate in a timely manner to resolve all disputed issues.
4. Treat all participants, attorneys, consultants, and family members with dignity and refrain from disparaging one another.
5. Keep children out of parental conflict and avoid involving them in negotiations.
6. Negotiate vigorously while recognizing that a fair and equitable resolution does not necessarily require an equal division of every asset/debt.
7. Discuss probable litigation outcomes only to evaluate settlement options and not as threats or leverage.

III. ROLE OF ATTORNEYS AND PROFESSIONALS

Each attorney owes loyalty exclusively to his or her own client and may engage in confidential attorney-client communications consistent with this process. The Parties direct their attorneys and any jointly retained professionals to cooperate in resolving all issues without court intervention whenever reasonably possible. Whenever appropriate, neutral experts may be jointly retained, with their fees shared as agreed.

IV. PRESERVATION OF ASSETS

Until a written agreement or court order provides otherwise, neither Party shall, without the written consent of the other:

- Transfer, conceal, sell, encumber, or dispose of marital or jointly owned property except in the ordinary course of business, for reasonable living expenses, or payment of attorneys' fees;
- borrow against or alter retirement accounts, insurance policies, or beneficiary designations;
- incur extraordinary debt or obligations affecting the other Party; or
- discontinue agreed direct deposits or automatic payments.

V. COURT PROCEEDINGS

Except in emergencies or by mutual agreement, neither Party shall initiate court proceedings without prior discussion between counsel and a good-faith effort to resolve the dispute through cooperative negotiation.

The Parties agree that their separation date of _____ shall serve as the operative valuation date for determining marital assets, liabilities, retroactive support, and other issues to the fullest extent permitted by applicable law.

VI. FEES

Each Party shall remain responsible for payment of his or her attorney and their portion of any jointly retained professionals. The Parties agree to cooperate in making funds reasonably available for payment of professional fees.

VII. CONFIDENTIALITY

Communications made during the cooperative process constitute confidential settlement negotiations and shall be inadmissible except as otherwise permitted by law, including Rule 408 regarding attorneys' fees. Otherwise discoverable or admissible evidence does not become privileged merely because it is exchanged during this process. Medical, psychological, and similar personal information obtained through the process shall remain confidential except as disclosed to counsel, treating professionals, or by written agreement.

VIII. TERMINATION OF THE PROCESS

The Parties recognize there is no guarantee of settlement. If either Party materially violates this Agreement by withholding information, concealing assets, misrepresenting facts, or otherwise acting in bad faith, participating counsel may withdraw.

Except in emergencies, a Party intending to initiate litigation shall provide at least fifteen (15) days' written notice before filing any complaint, motion, or petition. During this period the Parties shall make a final good-faith effort to resolve the dispute through counsel and, when appropriate, mediation, preferably with a mediator affiliated with the Charleston Cooperative Family Law Association. Filing solely to preserve legal rights or satisfy court mediation requirements shall not constitute a breach of this Agreement.

IX. CHILDREN

Where children are involved, the Parties shall act in their best interests, encourage meaningful relationships with both parents, avoid discussing litigation or negotiations with the children, refrain from disparaging the other parent, avoid exposing children to inappropriate conduct or unsafe situations, and promptly attempt to resolve parenting disputes through cooperative means before seeking court intervention.

X. PLEDGE

The Parties and their attorneys pledge to comply with both the letter and spirit of this Agreement unless modified by a subsequent written agreement signed by the Parties.

Party
Date: _____

Party
Date: _____

Attorney for Party
Date: _____

Attorney for Party
Date: _____