

Memorandum of Understanding

The parties (Father) and (Mother) indicate that have reached agreement on the disputes regarding the parenting and access of their minor daughter _____. As such, they set forth this memoranda of understanding with the purpose of placing the within agreements in the form of an Order to be entered in the (Court of Competent Jurisdiction). This agreement fully and completely resolves the outstanding disputes between the parties, including those pending before the Court.

In accordance with this agreement the parties confirm the following stipulations of fact:

- (1) The parties are the parents of _____, born in _____;
- (2) The Father is a resident and domiciliary of the _____, United States of America;
- (3) The Mother is a resident and domiciliary of Melbourne, Victoria, Australia;
- (4) The minor child, _____, has been a resident and domiciliary of Melbourne, Australia since birth;
- (5) The parties share joint parental responsibility for the long term welfare and development of the minor daughter with the day to day responsibilities for the child with the mother in Melbourne, Australia, subject to the exercise of parental responsibility of the Father, which includes but is not limited to the right to consent to any permanent removal of the minor child from Australia.

- (6) Australia is the habitual residence of _____ within the meaning of Article 3 of the Hague Convention on Civil Aspects of Child Abduction, and both parents exercise rights of custody which are protected under the terms of the Convention;
- (7) The home environment of _____ Pearson does not expose her to physical or psychological harm, or otherwise place her in an intolerable situation within the meaning of Article 13(b) of The Hague Convention on Civil Aspects of Child Abduction; as such, the parties assert that there is no cognizable any claim or defense under Article 13B of the Hague Convention of Civil Aspects of International Child Abduction;
- (1) Any absence of _____ from Australia shall have been a "temporary absence";
- (8) The "home state" of _____, pursuant to the law of the United States, including, but not limited to the Uniform Child Custody Jurisdiction and Enforcement Act (UCCJEA) and the Parental Kidnapping Prevention Act 28 U.S.C. 1738(A) (PKPA), is Melbourne Australia.
- (9) The minor child, _____, has established significant connections with Melbourne, Australia, and there is available in Australia, substantial evidence concerning present and future care, protection, training and personal relationships.

- (10) Therefore, the parties agree that Melbourne Australia is the exclusive convenient forum for any litigation concerning _____.
- (11) Any absence of _____ from Australia shall not cause Australia to lose its status as the "Habitual Residence" within the meaning of Article 3 of The Convention;
- (12) The Family Court of Melbourne, Australia retains continuing exclusive jurisdiction to make orders and determinations that are necessary and/or appropriate for the determination of custody and access of this child;
- (13) Any future litigation concerning any modification of custody, access or travel restraints order shall be governed by the applicable law of Australia and shall take place in Melbourne, Australia.
- (14) The child is a dual citizen of Australia and the United States of America. The parties agree that the Mother will maintain regular possession of the child's passports, subject to transfer to the Father or his designee for international travel in accordance with this agreement.
- (15) The parties acknowledge that the child's previously issued United States passport must be renewed. In accordance with United States law, both the Father and the Mother will immediately cooperate in facilitating the issuance of a replacement passport whilst the Father is currently in Australia. Both parties confirm that _____ will enter and exit

Australia on her Australian passport, and will enter and exit the United States on her United States passport.

- (16) A copy of this Order will be served upon the Australian Federal Authorities as well as the United States Department of State, Office of Passport Control.

Joint Parenting Agreements: The parties wish to act collaboratively in meeting the needs of their daughter, and endeavor to do so. While the Mother will have to day-to-day responsibility and decision making regarding the minor child, the parties agree that with regard to all major decisions regarding _____'s care and upbringing the parties will consult and agree as follows:

1. The parties confirm that the child's surname is and will remain, _____.

The parties confirm that neither will cause the child to be called by any other name.

2. Both parties agree that they will immediately communicate with the other any health issues related to the child while she is in their custody. Specifically the Mother will advise the Father of any health assessments pertaining to the child, provide him on at least an annual basis a copy of the child's immunization record, and indicate any chronic or re-occurring illnesses requiring medical treatment.
3. The parties represent that the child enjoys health insurance in both Australia and the United States, and the Father indicates that he will provide any supplemental insurance as may be necessary to insure complete and uninterrupted coverage whilst _____ is in the United States.
4. The parties agree that decisions regarding _____'s education will be joint decisions. They will consult and agree together on the choice of school

_____ attends. No modifications to _____'s educational plan, or the school she attends will be made absent consultation and agreement.

5. The Father and Mother agree that they will share the school fees and costs associated with _____'s attendance at school, such as uniforms, school excursions, camps, books, etc. The parties agree that in accordance with the current practice of the parties, the school invoice will be forwarded to father and he will make payment directly to the school. Similarly, the parties agree that any school costs, which are not included in the school invoice, will be forwarded to the Father by fax, and he will make payment directly to the vendor, or reimburse the Mother if she demonstrates she has advanced the expense. The Mother agrees that she will incur no discretionary expenses for which she seeks contribution of the Father, or reimbursement in excess of One Hundred Dollars US, (100US) absent prior consultation and agreement of the Father.
6. In the unlikely event that there has been a demonstrated failure to comply with the above provision, or make to make the necessary payments in a timely fashion, the Mother shall have the option of estimating the school related expenses on a quarterly basis and have those payments made directly to her.
7. The Father has agreed to assist the Mother with certain additional costs associated with the care of _____ including extraordinary holiday programs or extracurricular educational or enrichment costs, clothes, shoes, etc. The Mother will provide to the Father a list of _____'s sizes no less frequently than every three months, or upon request. Should _____ have a specific need the Mother will communicate that need by fax and e-mail. The Mother agrees that

she will incur no discretionary expense for which she seeks contribution or reimbursement absent prior consultation and agreement of the Father.

8. The parties agree that they will affirm and respect the religious beliefs and practices of the other parent in the presence of their daughter. The parties agree that the child's primary religious education will take place through the school pastoral program and through a more formalized church program should the child request it, or show an interest. Both parties acknowledge that whilst in their care they may expose _____ to their personal religious observance and that of their families. Both agree that _____ shall be permitted to make her own faith determinations and be supported by both her parents.
9. The parties agree that their continued communication is crucial to co-parenting their daughter, particularly given the challenge of distance. They will keep each other informed of their contact details including current phone, fax, e-mail, addresses and details of their next of kin.
10. The parties will endeavor to utilize the periods of parental contact of the Father to schedule a personal meeting to address contact and scheduling issues, as well as any thoughts, needs or insights they may have regarding _____. Failing that, they agree that at least every six months they will schedule a conference call at a mutually convenient time via the telephone.

Parental Contact

The parties agree and are committed to facilitating regular, meaningful opportunities for contact with the Father and the Father's family. Both agree that

it is crucial to _____'s identity and well being that such contact be encouraged by her Mother and Stepfather, and sustained as a priority by her Father and his extended family in order to assure her best interests are protected. Therefore, absent further agreement by the parties, the following shall serve as the agreed minimum conditions for the exercise of parental access by the Father and his family.

1. The parties agree that the Father shall enjoy regular, uninterrupted and unsupervised access in accordance with his availability and the arrangements contained in this agreement.

Phone Contact

2. The Father will telephone the child at her home on a weekly basis, at or around 10am Sunday, Australian time.
3. Should either party be aware in advance of that time that the phone contact cannot occur, they will advise the other parent by fax, e-mail or phone the reason that the contact cannot take place and their suggestions for an alternate convenient time within the same week.
4. Should, for any reason the phone contact not be achieved on that day, and the Father has placed the call, the Mother will facilitate the child's return call to her Father.
5. The Father's parents may call on the first Saturday of each month at 10AM Australian time to speak to _____ at her home. Similarly, if either party is aware that the contact cannot occur at that time they will advise the other party by

fax, e-mail, or phone of way the contact cannot take place and their suggestions for an a mutually convenient alternate time.

6. Should for any reason the phone contact not be achieved on that day, and a call placed by the fathers parents the Mother will facilitate the child returning the phone call as soon as practicable.
7. The parties agree that phone contact need not be constrained to weekly contact and that the father, or the father's family may contact _____ on other special occasions and holidays such as Easter, their birthdays, father's day, with any special news or any special occasion deemed important by the father or the fathers parents or family.
8. The Mother will be provided an International phone card for use by the child, who will be permitted to call her Father at any time when she expresses a need or desire to do so.

Personal Contact: The parties acknowledge that given the distance and expense associated with the exercise of parental access by the Father with _____, that the schedule and the conditions of parental access must be set in advance so that plans can be relied upon, and expenses minimized. Nevertheless, the parties acknowledge that they will cooperate in "fine-tuning" the length and conditions of access, acknowledging this agreement as a minimum guide. The parties agree that at any time the Father or Father's family are able to make arrangements to see _____ in Australia, apart from the schedule set forth in this agreement, that the Mother will cooperate in making _____ available for the exercise of access upon reasonable notice.

1. Beginning with Christmas 2001, _____ will enjoy every other Christmas with the Father, and the Father's extended family in the United States, at a place and time to be advised by the Father as soon as the arrangements for it have been confirmed. That access will be for a period of not less than 5 consecutive days. The father will provide a proposed itinerary and contact numbers as soon as practicable, but in no event less than 60 days before the contemplated travel. All costs of parental access for the child and Father shall be at the Father's expense.
2. Specifically, _____ will enjoy access with her Father in Maui Hawaii, from 22nd December to 29 December 2001. To facilitate this access the Mother and Stepfather will travel with the child to and from Maui. Further they will be permitted to have contact with the child at Maui on December 25th for a period of not less than five hours. The Mother and Stepfather will be responsible for all of their own expenses associated with the planned travel.
3. The Father will enjoy parental access with the child at or around December 2002/January 2003 for a period of not less than five consecutive days, excluding travel, to take place within Australia. The Father will provide to the Mother an itinerary not less than 60 days in advance of the planned access which will include contact numbers and flight arrangements.
4. This Christmas routine will be continued each year thereafter with all odd year Christmas to be spent in the United States and all even Christmas' to be spent in Australia.
5. Further, beginning *with the June/July school holidays 2002*, _____ will enjoy uninterrupted contact with her father on or around her birthday, which will

alternate each year between Australia and the United States. It being the intention of the parties that the child visits the United States approximately one time each year.

6. Specifically, _____ will *travel to the United States to visit her fathers home in Virginia for a period of no less than five days excluding travel*. The parties agree that they will cooperate in the scheduling and management of the proposed travel to insure that _____ always travels accompanied, and that there is sufficient time and conditions built into the travel schedule to insure comfortable travel for _____.

Therefore, *the parties agree that for the initial trip to Virginia in 2002, arrangements will be made so that the pick-up of _____ in Australia and the drop-off of _____ in Australia will not be made by the Father. The Father may designate a family member to facilitate the pick-up or drop-off of _____.* Alternately, *at the Father's discretion, the Mother may transport the child to Los Angeles for pick-up by the Father. In that event the Father will pay the mother's round-trip airfare, the Mother would pay all other expenses associated with the travel.*

It is understood that would represent a "one-time" accommodation to the Mother, and in no way modifies the Father's sole discretion in planning and executing the circumstances of drop-off and pick-up of the minor child.

9. The parties agree that the time periods of contact of the Father will continue to expand in a natural progression, with the goal of fourteen (14) days of

uninterrupted contact time in three to five years, as dictated by the child's readiness. To that end the parties agree that beginning in 2002, the period of uninterrupted contact will, absent further agreement of the parties, be 6 days. In 2003 the period of uninterrupted contact will be 7 days, and in 2004, the period of uninterrupted contact will be 9 days and so forth in approximately two-day increments for each year after 2004. Upon reaching 14 days the parties agree that this will be the presumed minimum contact time, subject to agreed adjustments based upon the opportunities and circumstances of travel.

Dispute Resolution: It is the fervent desire of the parties and their respective families to avoid the acrimony and divisiveness associated with resort to litigation and the assistance of the Court. Therefore with the purpose of conciliation, the parties set forth the following agreed process for the resolution of any parenting or contact disputes.

1. The parties agree that should any issues arise about which they are in dispute, despite efforts to conciliate, they will indicate to one another the need to obtain third party assistance in the resolution of the dispute, and together make arrangements of a telephone conference an agreed therapist/mediator for the purposes of raising the dispute with her, and seeking her assistance in reaching a mutual resolution.
2. Should the parties be unable to resolve the issue based upon the telephone conference, or if the mediator believes she needs additional information, input or

individual contact with the parents or the child, she will so indicate, and the parties will attend upon her for an assessment and recommendation.

3. The parties agree that whilst the dispute is pending, absent circumstances which rise to the level of an articulated danger to the child, upon which the therapist concurs, there will be no stay or modification of the contact arrangements set forth herein.
4. The parties agree that they will jointly pay the therapist fees for involvement in the process. In the event the therapist is unwilling or unable to serve in this capacity, the parties will seek her recommendation for an alternate professional, and agree on her retention.