

PARENTING PLAN

The undersigned:

Voornaam ACHTERNAAM,

Residing in (_____) _____ at _____
born in *plaatsnaam* (*Land*) on _____ 19__, of _____ nationality,
hereinafter called: "the mother"

and

Voornaam ACHTERNAAM,

Residing in (_____) _____ at _____
born in *plaatsnaam* (*Land*) on _____ 19__, of _____ nationality,
hereinafter called: "the father";

also called together "the parents";

WEREAS:

- they were married to each other in _____ on _____ 19/20__.
- the following children were born from this marriage:
 - **Naam**, known as "_____", born in _____ on _____ 20__;
 - **Naam**, known as "_____", born in _____ on _____ 20__;
 - **Naam**, known as "_____", born in _____ on _____ 20__;who are all still minors / who all have come of age / of which _____ and _____ are still minors;
- they believe that their marriage has broken down irretrievably, on the strength of which they will ask the District Court of The Hague to pronounce a divorce between them;
- with the assistance from their lawyer and divorce mediator mr. _____ the parties have conducted consultations and reached agreement about the consequences of their parental responsibility for their minor children after their divorce, which they want to regulate by means of this parenting plan.

DECLARE TO HAVE AGREED AS FOLLOWS:

Article 1 – PROVISION OF CUSTODY FOR MINORS

- 1.1 The parents deem it in the interest of _____, _____ and _____ that after dissolution of the marriage by divorce the parents jointly continue to exercise custody of them on the strength of section 1:251 (2) of the Civil Code.
- 1.2 The children will have their principal residence with _____; on that ground the _____ will be entitled to child benefit.

Article 2 – CONTACT AND CARE ARRANGEMENT

- 2.1 The _____ shall take responsibility for the daily care of the minors.
- 2.2 The _____ will be entitled to parental access to _____, _____ and _____ as follows:
- from _____ 20__ through _____ 20__ __ nights a week, on which occasion the _____ collects _____, _____ and _____ at _____ pm one evening and returns them to the wife at _____ am the next day and _____ is again collected the other day at _____ pm by the _____ and returned to the _____ at _____ am the next morning;
 - from _____ 20__ through _____ 20__ __ “long” weekends a year, therefore every two months in _____ in consultation to be agreed with the wife;
 - from _____ 20__ one weekend a month in _____ and __ nights a week, on which occasion the _____ collects _____, _____ and _____ at _____ pm one evening and returns them to the _____ at _____ am the next morning;
 - the parents will share holidays equally / **in consultation**. For the purpose the _____ will draft a schedule at the latest every August regarding the sharing of the school holidays and public holidays; and the _____ (**= VERZORGENDE OUDER**) shall make _____, _____, and _____ available for such occasions.

OF:

- 2.2 The _____ will be entitled to parental access to _____, _____ and _____ as follows:
- once a fortnight from Friday after school at _____ pm until Sunday evening _____ pm, on which occasion the _____ collects _____, _____ and _____ at _____ pm at school and returns _____, _____ and _____ to the _____ at _____ pm Sunday evening;
 - the parents will share holidays equally / **in consultation**. For the purpose the _____ will draft a schedule at the latest every August regarding the sharing of the school holidays and public holidays;

and the _____ (= VERZORGENDE OUDER) shall make _____, _____, and _____ available for such occasions.

OF:

- 2.2 The _____ will be entitled to parental access to _____, _____ and _____ as follows:
- at least six weeks a year for a holiday or visit;
 - twice a week contact by means of telephone and/or video conferencing;
 - in writing and by means of e-mail at any time;
- and the _____ (= VERZORGENDE OUDER) shall make _____, _____, and _____ available for such occasions.
- 2.3 The _____ (=NIET VERZORGENDE OUDER) undertakes the obligation to return _____, _____ and _____ at the end of any agreed holiday outside the jurisdiction of the Netherlands.
- 2.4 The father and the mother undertake the obligation that they will, not later than 7 days before departing with _____, _____ and _____ on any holiday, provide the other parent with written details of travel arrangements, hotel or other place of staying, and contact telephone numbers.
- 2.5 Both parents have permission to remove _____, _____ and _____ from jurisdiction for the purpose of a holiday when the child is with them, provided always that they have complied with their undertaking at article 1.6 and that the child is returned promptly at the conclusion of the holiday.
- 2.6 The _____ shall retain the children's passports. The _____ undertakes the obligation to provide the _____ with the children's passports, when the children are with him/her on an occasion as mentioned at article 2.1.

Parents' evenings and/or public meetings / other means of contact

- 2.7 If possible the parents will attend parents' evenings together or in consultation alone.
- 2.8 The parents will give each other an opportunity to maintain contact with the nursery or school separately in person or by other means of contact, this in consultation or on the instruction of the relevant nursery / school management.
- 2.9 The parents will always make timely arrangements in advance about attending public meetings.

Reports/ school information

- 2.10 The parent who receives the reports or other school information will pass this information on to the other parent.
- 2.11 An attempt will be made to have the school send each of the parents the information at the same time.

Substance of parenthood

- 2.12 Without the intervention of the child the parties will first convey to each other any messages about _____, _____ and _____ or the family situation or changes that (will) occur.
- 2.13 Signals from the minor about the other parent will be attuned between the parties without burdening the minor any further with it.
- 2.14 The parents will support each other in respect of _____, _____ and _____ as much as possible in the role of each with regard to the minor also if errors are apparently made or problems occur.
- 2.15 The parents will refer to each other's position to third parties in a respectful manner and guard against third parties interfering with the parenthood negatively.

Article 3 – CHILD SUPPORT

- 3.1 With effect from _____ 20__ and as long as _____, _____ and _____ are underage the _____ will pay the _____ child support of € _____ per month, every month in advance. This child support will be subject to the statutory indexation of section 1:402a of the Civil Code, for the first time at _____ 20__.
- 3.2 From the time at which _____, _____ and _____ come of age the _____ will pay the child support mentioned at article 3.1 tot the child itself, into a bank account to be designated by the child, unless the child still lives with the _____ at that time. In that case it will be determined by the _____ (**NIET VERZORGENDE OUDER**), the _____ (**VERZORGENDE OUDER**) and the child in consultation in what way payment will be made as long as that situation continues.

- 3.3 **OPTIONEEL.** The _____ undertakes the obligation to pay an adult child of 21 or over a (study) allowance for as long as the child is following a professional or university education with reasonable results and in consultation with him, but at the latest until the time at which the child reached the age of 25.
- 3.4 This clause for the benefit of _____, _____ and _____ will be irrevocable, so that the child is entitled to claim performance of this clause if necessary. The signing of this covenant will also serve as acceptance of this clause by the parents as legal representatives of their underage children

Costs of school trips **OPTIONEEL**

- 3.5 The parents have agreed that the additional costs involved with the various school trips in _____ of _____, _____ and _____, which costs cannot be paid from the father/mother's income will be paid, alongside the payment of the spousal and child support out of the capital of the parties. After payment of these costs the liquid resources will be divided between the parties equally.

School fees **OPTIONEEL**

- 3.6 _____ attendance of the _____ School involves high costs. The _____ can pay _____, _____ and _____ fees via his/her employer, which will produce an advantage of about ____%. The remaining school fees (about ____% of the whole) will be borne by the parents equally.

Article 4 – DISPUTE RESOLUTION

- 4.1 In the event that the parents have a difference of opinion in the future about the interpretation of this covenant, they shall try to reach a settlement by means of mutual consultation. In the event that they fail to reach such a settlement, they shall address themselves to mr. _____, or another divorce mediator, in order to try to find a solution for the disputes which have arisen through mediation. Only if such mediation does not lead to a result, shall each of the parents address himself/herself to a lawyer of his/her own, who may then submit the dispute to the court, if necessary. In the event, however, that a parent does not comply with a payment obligation as defined in this covenant, the other parent shall be entitled to issue a summons or to have a summons issued and then to proceed with collection if necessary.

Thus agreed and prepared in three-fold, initialled the page and signed

in _____

in _____

on _____

on _____

Voorletters Naam

Voorletters Naam