

COMMUNICATION AND CONTACT AGREEMENT

This Communication and Contact Agreement (hereinafter called the "Agreement") is made and entered into in duplicate originals between John Doe, hereinafter referred to as "Father" and Mary Smith, hereinafter referred to as "Prospective Adoptive Parent."

WHEREAS, John Doe is the father of Sally Doe, who is a minor child born out of wedlock. Paternity of the minor child was established by genetic testing and also by order entered by the District Court of _____ County, Nebraska, in a matter entitled _____ and indexed in that tribunal at Doc. _____ No. _____

WHEREAS, at the time of his execution of this Agreement, John Doe is presently residing at _____, Nebraska;

WHEREAS, in January, 2012, the parental rights of Jane Doe, the mother of Sally Doe, were terminated by the Separate Juvenile Court of Douglas County, Nebraska, in a matter entitled, In the Interest of Sally Doe, A Child Under Eighteen Years of Age, and indexed in that tribunal at Doc. _____ No. _____, and no appeal was taken with respect to the termination of her parental rights;

WHEREAS, Sally Doe, minor child, has been placed by the Nebraska Department of Health and Human Services in a prospective adoptive placement in the home of her grandmother, Mary Smith, who is presently residing in Omaha, Douglas County, Nebraska;

WHEREAS, Mary Smith intends and desires to adopt Sally Doe;

WHEREAS, Mary Smith and John Doe, believe that it is in the best interests of Sally Doe, for her to have some level of continued contact and communication with her father, John Doe, subject to specific terms agreed upon by the parties and set forth below in this Agreement;

NOW, therefore, the parties agree that the following terms are in the best interests of Sally Doe, minor child:

1. This agreement is executed pursuant to Neb. Rev. Stat. § 43-162-165.
2. In the event of the commencement of adoption proceedings of Sally Doe by Mary Smith, this entire Communication and Contact Agreement shall be presented to the adoption court upon motion made by either the Prospective Adoptive Parent or by the Father, pursuant to Neb. Rev. Stat. § 43-163.

3. Upon and after the completion of the adoption proceedings referred to in Paragraph No. 2 above, Mary Smith agrees to provide the following specific rights to the Father:
 - A. The Father shall have the right to communicate with Sally Doe by telephone six (6) times per year, for a period of not less than ten (10) minutes per telephone call. Both the Father and the prospective adoptive parent agree to cooperate with each other and exercise good faith in establishing a workable schedule for such telephone calls.
 - B. Upon request by the Father to take place no more than four (4) times per calendar year, Mary Smith agrees to furnish to the Father information regarding Sally Doe, to include at a minimum, current photographs of the child, copies of grade report cards regarding the child's progress in school, information relating to the child's participation in extra-curricular activities, honors, and events, and information regarding the child's health, including but not limited to medical, dental, and counseling information.
 - C. Mary Smith agrees to timely inform the Father in the event of any medical emergency, major medical operation, or major surgery affecting Sally Doe.
 - D. Both parties agree that letters, cards and gifts can be openly exchanged between the Father and the child.
 - E. The Father shall have the right to visit in-person with his daughter, Sally Doe, four (4) visits per year, each such visit to be not less than four (4) hours in duration and to take place at equal intervals throughout the year, and at such times as are practical and workable for the Father and the prospective adoptive parent.
 - F. The Father agrees to provide all advance notice to the Prospective Adoptive Parent and communicate to her his intent to exercise his in-person visit with the minor child, no less than five (5) days prior to the date anticipated for the visit.
 - G. Nothing in this Agreement shall limit or preclude the parties to this Agreement from expanding the frequency and/or length of the Father's visits with Sally Doe, or from expanding the frequency or duration of the Father's right of communication with the minor child, if the same is agreeable to the Prospective Adoptive Parent and the Father.

4. Both the Father and the Prospective Adoptive Parent acknowledge their respective responsibility to exercise and to provide continued communication and contact under this Agreement. Each party will use reasonable diligence to notify the other in a timely manner when one or the other will be delayed, late, or unable to exercise or provide any rights, information or notices within the framework of this Agreement.
5. In the event of failure by Mary Smith to comply with the order or decree of the adoption court incorporating the foregoing rights of the Father as set forth in Paragraph #3 above, the Father understands and acknowledges that under Neb. Rev. Stat. §43-164 any such failure or non-compliance does not constitute grounds for setting aside the adoption decree with respect to Sally Doe; nor does it constitute grounds for revocation of the relinquishment of his parental rights with respect to Sally Doe.
6. The Father and the Prospective Adoptive Parent shall provide each other with their current address, telephone number, and pertinent contact information at all times.
7. The Father and the Prospective Adoptive Parent agree that each of them shall execute any and all documents and writings necessary to implement into full force and effect the rights and obligations provided under this Agreement.

IN WITNESS WHEREOF, the undersigned acknowledge execution of this Agreement on this ____ day of January, 2012, consisting of three (3) pages, to be their voluntary act and deed.

MARY SMITH

JOHN DOE

(NOTARIZED ACKNOWLEDGMENTS)