Note to non-lawyers: These forms are offered as examples for lawyers. Consult a qualified lawyer to help you protect any legal rights that you consider to be important. While the courts are open to people without lawyers, it is extremely unwise for people to try to represent themselves in an adoption, even with a book and forms. Your author does not say this to protect lawyers but to protect the security of children and families. Please, don’t try it.

This example agreement is prepared assuming one birth parent, two adoptive parents, and a child under the age of 14. This is the form to create a moral agreement, rather than a legally enforceable agreement.

The language in bold must be included in at least 14pt type. T.C.A. § 36-1-145(e).

No in-person contact is included in this agreement but there is no limitation on the terms that parties can include. Examples of more contact options are included in the enforceable agreement form.

***EXAMPLE***

**POST ADOPTION CONTACT AGREEMENT**

**MORAL AGREEMENT**

**Parties & Purpose**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_and\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, prospective adoptive parents, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, birth parent, enter into this agreement for post-adoption communication and contact regarding \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (child), date of birth, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**The parties execute this document to create a MORAL AGREEMENT for post-adoption contact between the parties. The parties DO NOT INTEND to create a legally enforceable agreement.**

**After the entry of an order of adoption, an adoption cannot be set aside due to the failure of an adoptive parent, a biological parent, or the child to follow the terms of this agreement or a later change to this agreement; and**

**A disagreement between the parties regarding this agreement shall not affect the validity of the adoption and cannot serve as a basis for orders affecting the custody of the child.**

This agreement becomes effective upon finalization of the uncontested adoption of the child and shall remain in effect until the child reaches eighteen (18) years of age.

The goal of termination of parental rights and adoption is to end a child’s legal relationship with his or her birth parents and to create a new legal and emotional parent/child relationship with the adoptive parents. This agreement does not and is not intended to weaken or undermine that fundamental goal. The consideration offered by all parties to this agreement is the hope and expectation that this agreement will further the best interest of the child.

**Contact Method**

All adult parties will keep the others apprised of a valid method of contact at all times until the child is 18 years old. Photos and information described in this agreement shall be sent via the current contact method provided by each party unless otherwise specified. The parties will include their present preferred method of contact below their signatures on this agreement.

**Contact Agreed Upon**

 The adoptive parents agree to no less than the following contact with the birth parent:

***Example Provisions***

* The birth parent may send age-appropriate cards and gifts to the child from time to time on customary card or gift exchange holidays.
* The adoptive parents will send or electronically post current pictures and a letter regarding the child’s milestones, progress, and well-being to the birth parent no less than twice per year, in the months of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
* Any photos and reports are for the birth parent’s exclusive use and shall not be posted on social media or otherwise shared without the adoptive parents’ advanced, written permission, for so long as the child is a minor. The pictures and information in the updates shall remain confidential after the child is an adult unless the child provides his/her consent to further distribution.
* Neither the birth parent nor anyone on his/her behalf will contact the child directly while the child is a minor, without the adoptive parents’ knowledge and advanced, written permission. Contact includes contact on social media, by telephone, by letter, through a third party, in person and by any other means.

**Medical Information and Significant Changes in Circumstances**

 The birth parent agrees to inform the adoptive parents of any changes and/or developments of personal or family medical information and health events relating to the birth parent and his/her extended family that may be medically important to the child. The birth parent will welcome health and background inquiries as useful for the child’s medical care, psychological care, and/or education.

 Adoptive parents will promptly advise the birth parent of significant changes or developments in the child’s health and any circumstance that renders contact agreed to under this agreement impossible or in need of modification.

 The birth parent will promptly advise the adoptive parents if he/she is no longer available for contact under this agreement or if circumstances have changed and such contact is not desired or not possible.

**Child’s Preferences**

All parties agree that as the child becomes old enough to have opinions regarding the nature of contact with his or her birth parents, the parties will discuss modifications to this agreement in light of the child’s expressed desires. If the child has a counselor, the counselor may also be invited to participate in these discussions.

When the child becomes fourteen (14) years of age, the child may terminate all or part of this agreement.

**Applicable Law**

The parties intend to create a moral agreement not subject to the enforcement provisions of T.C.A. § 36-1-145.

All parties intend that this agreement be governed by the laws of the state of Tennessee.

Each party has read this agreement. Everything we have agreed to is written in this document. We have no “side agreements”.

This agreement is signed on \_\_\_\_\_\_\_\_\_\_\_\_\_ (Mo.), \_\_\_\_\_\_ (day), 20\_\_\_.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Birth Parent Signature

Birth Parent’s Preferred Method of Contact:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Adoptive Parent Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Adoptive Parent Signature

Adoptive Parents’ Preferred Method of Contact:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_