**DATED THIS ………….............DAY OF ........................................... 20……**

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**PARENTAL RESPONSIBILITY AGREEMENT**

**BETWEEN**

**BABA MZURI**

**AND**

**MAMA MZURI**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**DRWAN AND FILED BY:**

**WAKILI SHUPAVU ADVOCATES LLP,**

**PARENTAL RESPONSIBILITY AGREEMENT**

**THIS AGREEMENT** is made this on this ........................ day of........................... Two Thousand and Fourteen

**BETWEEN**

BABA MZURI **of** Post Office Box Number ……………. (Herein called” the **Father/Mother /Guardian**”) and MAMA MZURI **of** Post Office Box Number ………………………….., Nairobi (Herein called ”**the Mother/Father/Guardian**”) both hereinafter referred to as “**The Parents”**

**AND WHEREAS**

1. The Parents were blessed with and became the biological Parents of XXXX (herein called “the Child”) born on the…………………… day of………………….. 20………… during the course of a two-year marriage which came to an end in December 2015.
2. In the best interest of the Child, discussions culminating into a mutually acceptable settlement agreed by the Parents herein in regard to the Child’s custody, welfare, upkeep and maintenance shall remain legally binding upon the Parents herein at all times, subject only to any written variation, alteration and/any amendments that the Parents may in writing agree upon at any subsequent date to the execution of this Agreement (hereinafter called the “**Principal Agreement**”)
3. It is the intention of the Parents to abide by the terms of this Agreement in their entirety and in accordance with the statutory provisions set out under Article 53(1)(e) of The Constitution of Kenya, 2010 and Part III of the Children’s Act No.8 of 2001 and more specifically sections 23, 24, 25 and 26.
4. This Agreement shall be referred to as the Principal Agreement and any Supplemental Agreement shall be read with the principal agreement herein provided that this agreement shall supersede any such other supplemental agreement

**NOW IT IS HEREBY AGREED AS FOLLOWS: -**

1. **CUSTODY**
2. **THAT** both parties have joint custody of the Child.
3. THAT the actual physical full custody care and control of the Child shall be shared equally between the parents as agreed and set out in writing between the Parents herein.
4. **THAT** both parents shall have access to the Child on bi –weekly basis during the school going days and half school holiday. The father shall make arrangements to pick up the child Friday at 2.00pm from school and return him to the mother or her personal representative on Sunday at 8.00pm at a pickup point as pre-arranged and agreed by the Parents.
5. **MAINTANANCE**
6. **THAT** each party shall provide for the maintenance of the child in terms of food, house help, clothes, and entertainment to be borne by each party when the child is in their respective custody.
7. **THAT** the father shall procure medical insurance and have the details shared with the mother so that the child’s medical needs can be attended promptly and efficiently when need arise.

**EDUCATION**

1. **THAT** the parties herein should consult each other and consent on the choice and or change of school for the minor issue herein.
2. **THAT** the Father shall provide for, secure and guarantee to provide funds for the Child’s education as the Mother attends to his school related expenses (transport, snacks and school trips). For the avoidance of doubt, School fees shall be paid to the specified Account of the School as provided, and the receipt and deposit slip availed to the Mother for her record.
3. THAT the father shall make arrangements to take out an education policy in the. To this end the mother shall deliver the necessary documents including a copy of the Birth Certificate required for processing of such education cover.
4. **THAT** both Parents shall be involved in the Child’s school welfare, and development activities namely, school visiting days, open days, sports days, prize giving days and Parent’s meetings.
5. **TRAVEL AND OR INCAPACITY**
6. **THAT** where either of the Parents of the child is out of the Country and away from Kenya or is unable to take care of the Child whether by incapacitation, long illness, occupational and/or incidental commitment or any other unforeseeable factors beyond their control, that the other Parent shall have the right to full custody of the Child for the duration of that incapacitation or that supervening circumstance as more specifically set out herein.
7. **THAT** if for any reason both Parents happen to be travelling out of Nairobi town or Kenya at the same time for short trips on official duty, the Parents shall by advance communication discuss and agree on their preferred responsible Guardian, preferably a known and trusted relative.
8. **THAT** if for any reason either Parents needs to travel out of Nairobi town or Kenya with the minor, the party shall notify in writing the other party in advance. Where the travel is outside the jurisdiction of Kenya, the parent intending to travel with the minor shall seek the written consent of the other parent.
9. **APPOINTMENT OF GUARDIANS**
10. The Parents shall agree on their preferred responsible Guardian, preferably a known and trusted relative who shall who are as follows:

For the Father: Name

 Contact

For the Mother: Name

 Contact

1. **THAT** at all times the Parent having custody of the Child shall act and behave maturely and responsibly, with and in the presence of the Child, whose welfare shall be of paramount importance in all cases, and shall by all means avoid discussing, inquiring about and/or talking ill of the other Parent with or in the presence of the Child.
2. **GENERAL CONDUCT OF PARTIES**

1. **THAT** both parties herein should at liberty to call and communicate with the child without undue restrictions/interference from either party.
2. **THAT** at all times the Parent having custody of the Child shall act and behave maturely and responsibly, with and in the presence of the Child, whose welfare shall be of paramount importance in all cases, and shall by all means avoid discussing, inquiring about and/or talking ill of the other Parent with or in the presence of the Child.
3. **THAT** owing to the fact that the advocates on record will not always be around to facilitate communication, the parties herein are advised to maintain contact through text messages and mails purely on issues and or on matters affecting the minor issues herein.
4. **DURATION OF THE AGREEMENT**
5. **THAT** the terms of this Parental Responsibility Agreement set out herein above shall remain in force for the entire duration of the Child’s infancy or minority and shall determine in case of non-compliance by either of the Parents in which case, either party shall be at liberty to apply to court for redress or Variation of terms.
6. **THAT** both Parents hereby confirm that this agreement is drawn and executed freely without any threat, inducement, or intimidation and the terms agreed upon herein are intended to serve the best interests of the Child and are contemplated in the optimum welfare of their Child.
7. **THAT** this Parental Responsibility Agreement shall be filed, and all its terms herein adopted as a decree of the Court recorded by consent of the Parents.

**IN WITNESS WHEREOF** the Parents have set their hands on the date and year stated hereinbefore

**SIGNED** by the said **PARENTS** )

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**BABA MZURI** ) **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

)

 **AND** )

)

**MAMA MZURI**  ) **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 )

 Before )

**Advocate**

**Drawn & Filed by:**