

# International Adoption Services Agreement

SAMPLE

This agreement is entered into by and between Children’s Hope International and the undersigned prospective Adopting Parent(s) (“AP”). Children’s Hope and Adopting Parent(s) are collectively referred to herein as “the parties.”

Name(s) of Adopting Parents:

Adopting Mother

Adopting Father

## Recitals

1. AP is a natural person or persons who wish to adopt a child or children born in a country (“the sending country”) other than the United States of America (“U.S.”). AP acknowledges, and is aware, that the relationship established by adoption is one of parent and child, and that, if AP is successful in adopting AP will incur towards the adopted child/ children all obligations, duties, and responsibilities of a legal parent.
2. Children’s Hope is a private, non-profit, licensed, child and family service agency which arranges and facilitates inter-country adoptions.
3. Concurrently with executing this agreement, AP has completed and submitted to Children’s Hope a written Application for Adoption, which is hereby incorporated herein by this reference, and has paid the nonrefundable application fee.
4. The parties now wish to enter into an agreement regarding prospective adoption services and to define their respective rights and obligations in that regard.
5. The provisions of this agreement are intended to govern those matters which are within the control of the parties. The parties acknowledge that the prospective inter-country adoption will involve a nation or nations other than the U.S., and that, therefore, the process is subject to uncertainty, unpredictability, and circumstances beyond the control of either party — including but not limited to changes in foreign governmental policies and regulations, changes in foreign travel schedules, and changes in the procedures involved in the adoption process. The parties specifically acknowledge that the ultimate success or failure of the adoption process may depend on factors beyond the control of the parties, and that any failure of the adoption process is not necessarily caused by the fault or breach of any party.

## Agreements

### 1. Recitals

The recitals set forth above are hereby made a part of this agreement.

### 2. General Obligations of Children’s Hope

2.1 General obligations—In consideration of payment by AP of the required fees and of the agreements contained herein, Children’s Hope agrees to provide adoption services to AP as specified in this agreement. Such adoption services generally include writing and/or reviewing an home study of AP, attempting to refer a child for potential adoption, obtaining and supplying to AP available information about any such child, attempting to qualify AP as adoptive parents in the sending country, dealing with foreign authorities and orphanage personnel, attempting to place the child with AP for purposes of adoption, providing assistance with travel and immigration requirements, and providing a post-adoption study or review.

2.2 Conditions precedent to Children’s Hope’s obligations—Children’s Hope is obligated to provide services to AP only in accordance with the following provisions, and only upon satisfaction by AP of all conditions precedent, including payment by AP of fees as required herein and in the Schedule of Fees.

2.3 Limitations to Children’s Hope’s obligations AP specifically acknowledges and understands that Children’s Hope’s obligations to AP under this agreement are limited by Children’s Hope’s legal obligation to act at all times in the best interests of the child. Nothing in this agreement obligates Children’s Hope to provide any report or consent which is favorable to AP if, in Children’s Hope’s professional judgment and sole discretion, a favorable report or consent is not warranted.

2.4 Children’s Hope provides adoption services ethically and in accordance with the Hague convention’s principles of ensuring that inter-country adoptions take place in the best interest of children and in preventing, to the best of their ability, the abduction, exploitation, sale or trafficking of children. Children’s Hope prohibits its employees and agents from giving money or other consideration, directly or indirectly, to a child’s

parent(s), other individual(s), or an entity as payment for the child or as an inducement to release the child.

2.5 Children’s Hope makes readily available to the adoptee and the adoptive parent(s) upon request all non-identifying information in its custody about the adoptee’s health history or background.

### **3. Cooperating Agencies**

3.1 Definition of cooperating agency—If AP resides outside of Missouri, the home study and post-adoption/post-placement services and reports must be provided by a “cooperating agency.” A “cooperating agency” is a social service agency which is licensed to provide adoption studies and post-adoption/post-placement services and reports in the state where AP resides.

3.2 Selection of cooperating agency—If AP resides outside of Missouri AP must select and contract with a cooperating agency from a list provided by Children’s Hope.

3.3 Relationship between Children’s Hope and cooperating agency—all cooperating agencies are entities separate and distinct from Children’s Hope. AP acknowledges and understands that no cooperating agency is an employee, contractor, branch, or affiliate of Children’s Hope, and that Children’s Hope has no control over the means or manner of the performance of the services provided by any cooperating agency.

3.4 Payment for services rendered by cooperating agency—AP is solely responsible for paying all fees and costs for services provided by any cooperating agency. All such fees and costs are to be paid directly to the cooperating agency by AP, in accordance with any contract or agreement that may exist between AP and the cooperating agency.

### **4. General Obligations of Adoptive Parent(s)**

In consideration of the agreements contained herein, and in addition to the other obligations specified herein, AP agrees to the following responsibilities. Failure to fulfill these responsibilities may result in suspension or termination of services and/or termination of this agreement.

4.1 Cooperation—AP must fully cooperate with Children’s Hope, Children’s Hope’s agents and employees, and any relevant cooperating agency, in all ways reasonable and necessary to accomplish the objectives of this agreement. Required cooperation includes, but is not limited to, the following:

(1) Providing reasonable access to AP’s home for purposes of study and evaluation;

(2) Completing all requested forms, statements, and questionnaires;

(3) Providing and allowing access to AP’s medical, financial, criminal, and other records;

(4) providing and allowing access to all reasonably requested records and documents, including all medical and other records, pertaining to any child placed with AP by Children’s Hope; and

(5) Abiding by Children’s Hope’s policies and procedures.

4.2 Adoption education—AP must become informed and educated with regard to the intercountry adoption process and issues by reading any and all educational and informational materials, listening to and watching all educational video or audio tapes, and completing all educational classes, courses, and activities, required by AP’s state of residence, and/or which may reasonably be required by Children’s Hope or by any relevant cooperating agency.

4.3 Notice of change in status or plans—At all times while this agreement is in effect, AP must, within one month, notify Children’s Hope and any relevant cooperating agency of any and all of the following circumstances. This is a continuing obligation on the part of AP to keep Children’s Hope fully informed of any of the following:

4.3.1 Any actual or prospective change in employment, financial status, work or home address, work or home telephone numbers, health status, or family composition, including but not limited to any pregnancy of AP;

4.3.2 Any criminal charges, other than traffic infractions, brought against AP or any member of AP’s household;

4.3.3 Any complaint made to or by any child protection agency, any allegations of child neglect or abuse, or any investigation relating to allegations or claims of child neglect or abuse, concerning AP or any member of AP’s household;

4.3.4 AP may not pursue any adoption of a child through, or any assignment of a child to AP for purposes of adoption from, any person or entity other than Children’s Hope without immediately notifying CHI. AP will also notify CHI within 3 months of any pregnancy that occurs by AP. Failure to do so could result in a breach of contract.

4.3.5 Children's Hope policy requires at least one year between the arrival of a new child in AP's household, whether by birth, adoption, or otherwise. In keeping with this policy, Children's Hope, as a rule, does not place two or more unrelated children with the same family at the same time.

#### 4.4 Refrain from unauthorized foreign contact

4.4.1 prohibited gifts to certain foreign persons—At all times while this agreement remains in effect, AP must refrain from providing, promising, or causing, soliciting, or allowing any third person to provide or promise on AP's behalf, any gift, money, or other consideration to any government official, family services agency personnel, or orphanage personnel in any foreign country in which a prospective adopted child is sought by AP.

4.4.2 prohibited contact with certain foreign persons—At all times while this agreement remains in effect, and except as otherwise specifically allowed by this agreement, AP must refrain from — and shall not cause, solicit, or allow any third person, other than the persons or entities envisioned by this agreement, to make on AP's behalf — any and all direct contact with any government official, family services agency personnel, or orphanage personnel in any foreign country in which a prospective adopted child is sought. This prohibition continues in effect after a child has been referred to and placed with AP, and terminates only when an adoption of the child by AP has been finalized. However, under limited circumstances and in the sole discretion of Children's Hope, such contact may be permissible upon prior written approval from Children's Hope and under the conditions specified by Children's Hope.

4.5 Truthful and complete information—At all times while this agreement is in effect, AP agrees and warrants that all information provided by AP will be true, accurate, and complete, to the best of AP's knowledge.

4.6 Duty to ask questions—AP will make its questions and uncertainties regarding adoption and the adoption process known to Children's Hope, so that Children's Hope may better prepare AP for adoption.

4.7 Confidentiality – AP understands and agrees that any child's referral information and photo that is shared with the family or sent to the family by CHI is deemed as confidential information and material.

4.8 Material breach—any breach of the terms of this section is a material breach of this agreement.

## 5. Home study

5.1 Definition—a home study is an educational and investigative process for determining whether AP meets applicable minimum legal standards for adoptive homes. The home study process will begin after Children's Hope has approved AP's Application for Adoption, after AP has paid the required fee and prior to placement of any child with AP for the purpose of adoption. The home study will be conducted by Children's Hope or by a cooperating agency, as circumstances dictate and may or may not result in a written report.

5.2 Responsibilities of AP—If AP resides outside of Missouri, AP must initiate the home study process by selecting and contacting a cooperating agency from the names provided by Children's Hope. AP is solely responsible for paying all costs and fees associated with the home study, whether conducted by Children's Hope or by a cooperating agency. If Children's Hope determines that, for any reason — including but not limited to a significant change in AP's circumstances, or a change in required home study qualifications or reporting formats — an update, amendment or addendum is required to any home study report, AP is responsible for obtaining, paying for, and transmitting to Children's Hope such update, amendment or addendum. Failure to fulfill these responsibilities may result in suspension or termination of the home study process and/or of this agreement.

5.3 Responsibilities of Children's Hope—If AP resides in Missouri, Children's Hope will perform the home study and will, if appropriate, produce a written home study report in the appropriate required format. If AP lives outside Missouri Children's Hope's responsibilities with regard to the home study are limited to reviewing any study report prepared by a cooperating agency and making comments, suggestions, or requests for revision.

5.4 Results and effect of home study—The adoption process will proceed only upon completion of a written report for AP and Children's Hope's approval of such report. Children's Hope may decline to write or approve a home study report for AP if Children's Hope, in its sole discretion, does not believe that AP satisfies applicable minimum legal standards for adoptive homes or otherwise is unsuitable to adopt. If Children's Hope or any relevant cooperating agency declines to write or approve a home study report for AP, this agreement will automatically terminate, and no further adoption services will be rendered by Children's Hope. However, AP also understands that writing and approval of the home study report does not guarantee that any child will be assigned to or placed with AP, or that any adoption will necessarily take place or be finalized. 5.5 Ownership and use of written home study report—Any

written home study report prepared for AP by Children's Hope is the sole property of Children's Hope and may not be copied or distributed, or used for any non-Children's Hope adoption, without the express advance written permission of Children's Hope.

## **6. Qualifying AP as Adoptive Parent**

6.1 Children's Hope assistance—Children's Hope will make reasonable efforts to qualify AP as an adoptive parent in the sending country. Such efforts shall include the following:

6.1.1 Preparation and submission of adoption dossier—Children's Hope will instruct and assist AP with preparation of any required inter-country adoption dossier. Children's Hope will review any such final dossier for compliance with dossier requirements. Children's Hope will submit acceptable dossiers to appropriate officials of the sending country.

6.1.2 Translations—Children's Hope will provide or arrange for translation of adoption studies and other documentation when required by officials of the sending country.

6.2 Additional information required by sending country—AP specifically acknowledges that although the home study may satisfy Children's Hope's preliminary criteria for adoptive parents, officials of the sending country may impose additional criteria or require additional information.

6.3 No guarantee that AP will qualify—AP specifically acknowledges that Children's Hope cannot guarantee that AP will be accepted or qualify as an adoptive parent in any particular foreign country, including the sending country. Children's Hope shall not be held responsible or liable if, for any reason other than the intentional or reckless misconduct of Children's Hope, AP fails to be accepted or qualify as an adoptive parent. The disclaimers/releases provisions of this agreement expressly apply to this section.

## **7. Referral and Assignment of Child**

7.1 Referral of child—If AP's home study is written and approved, and upon satisfaction of all other conditions precedent, Children's Hope will make reasonable efforts to refer to AP a child eligible for adoption who meets the AP criteria as stated in the Application for Adoption. The disclaimers/releases provisions of this agreement expressly apply to this subsection.

7.2 Available information regarding referred child—Children's Hope will make reasonable efforts to obtain all available medical, psychological, and historical records concerning the referred child. All information

obtained by Children's Hope regarding the referred child, including available photographs and the results of any HIV and AIDS test, will be provided to AP. Nothing in this subsection, or anywhere else in this agreement, shall be construed to create any obligation on the part of Children's Hope to conduct any assessment, evaluation, testing, or screening of any child. The disclaimers/releases

Provisions of this agreement expressly apply to this subsection.

7.2.1 additional child information provided by country of origin—For reasons beyond Children's Hope's control, authorities in some countries may withhold some child information documents and provide them to AP only when AP takes placement of a child. AP acknowledges that Children's Hope's inability to provide all child information which may eventually be obtained by AP does not indicate any fault or negligence on the part of Children's Hope.

7.2.2 Translation of non-English documents—in many cases, documents containing child information will not be in English. As a courtesy to AP, Children's Hope will make reasonable efforts to provide AP with documents translated into English, along with copies of the non-English documents. AP is encouraged to make independent arrangements for translation of the non-English documents. The provisions of the disclaimers/releases section of this agreement specifically apply to any translated documents, whether the translation was performed by Children's Hope staff, affiliates, or otherwise.

7.2.3 Acknowledgment of receipt—AP must acknowledge receipt of all child information documents provided through Children's Hope by signing and returning to Children's Hope the transmittal memoranda accompanying all child information documents. Failure to comply with this requirement shall be considered a material breach of this agreement, and a bar to any claim for relief by AP.

7.2.4 Professional review—AP must have all child information documents reviewed by a medical expert of AP's choosing who is experienced with children who have been institutionalized overseas and/or familiar with medical issues arising in the context of inter-country adoption. Failure to comply with this requirement shall be considered a material breach of this agreement, and a bar to any claim for relief by AP.

7.3 AP acceptance or rejection of child assignment—within a reasonable period after AP is provided with available information regarding the referred child; AP must inform Children's Hope of AP's acceptance or rejection of the assignment. AP must indicate acceptance of the child assignment by executing the appropriate Placement Agreement. AP's failure to

execute the Placement Agreement or rejection of the assignment for reasons considered “unreasonable” by Children’s Hope or by authorities in the sending country may result in no further child referrals or assignments. In that event, this agreement will automatically terminate.

7.4 No guarantee of placement—Referral, assignment, acceptance of a child by AP, and/or execution of a Placement Agreement do not guarantee that a child will be placed with AP.

## **8. Placement Agreement**

When the Placement Agreement is executed, its terms will supplement the terms of this agreement. In the event of any conflict between the terms of this agreement and the Placement Agreement, the terms of the Placement Agreement are controlling.

## **9. AP Travel to Sending Country**

Different countries and different U.S. states impose different travel requirements for adopting parents. In some cases, AP may be required to travel to the sending country to take custody and accept adoptive placement of a child. In some countries, AP may be required to travel twice to the sending country, first to see the referred child, and later to take custody and accept placement of the child. In the event that AP is required, or elects, to travel to the sending country for adoption-related purposes, the following provisions apply.

### **9.1 WARNING**

***Children’s Hope cannot ensure the safety of AP when traveling in the U.S. or overseas. All travel involves risks of crime and accident. Travel to a foreign country may involve additional risks and hardships, including but not limited to, exposure to illness or disease, unsanitary or unsafe food and water, inadequate or non-existent medical and dental services, and political instability. For these reasons, AP should consider carefully before electing to travel overseas or electing to participate in a program that requires overseas travel. It is strongly recommended that AP travel with an adult companion, but not bring children or persons with health problems or special needs when traveling overseas.***

9.2 Travel expenses—AP is solely responsible for paying all costs of any and all travel and travel activities of AP and the referred child, including but not limited to airfare, airport taxes, exit fees, accommodations, meals, taxis, entertainment, guides, sightseeing, and travel insurance. AP is solely responsible for obtaining and paying for AP’s own passport and/or travel visa and that of any child placed with AP.

9.3 Travel arrangements—As a courtesy to AP, and if specifically requested by AP, Children’s Hope may

recommend travel agents, visa service companies, guides, airport greeters, and/or accommodations in order to facilitate AP’s overseas visit. AP acknowledges that any such travel agents, greeters, or guides are not the agents or employees of Children’s Hope and that Children’s Hope cannot and does not guarantee or assure the cost, reliability, or availability of any such travel arrangements, schedules, accommodations, greeters, or guides.

9.4 Children’s Hope Travel Group—In applicable countries AP will be assigned to a “Children’s Hope Travel Group” — a group consisting of other Children’s Hope APs who will travel in the sending country at the same time as AP. Any AP assigned to a Children’s Hope Travel Group is required to remain with the Children’s Hope Travel Group, to stay in accommodations arranged by Children’s Hope, to travel in accordance with other arrangements made and policies specified by Children’s Hope, and to adhere to any itinerary specified by Children’s Hope or the Children’s Hope Travel Group guide. Breach of this provision shall be considered a material breach of this Agreement.

9.5 Contact with foreign persons and travel conduct—AP may, with the assistance and direction of Children’s Hope, engage in limited contact with foreign officials, orphanage personnel, and social services agency personnel, to the extent that such contact is reasonably necessary to effectuate the Children’s Hope placement. At all times when in the sending country, AP should be mindful that AP is acting as an emissary for Children’s Hope and the U.S., and that AP’s actions may affect the reputation of Children’s Hope and the U.S., and may affect future adoption practice in the sending country. AP agrees to at all times act with courtesy and respect for the customs, laws, and sovereignty of the people, government, and institutions of the sending country, and to refrain from any act or statement which could cause criticism, disrepute, or embarrassment to Children’s Hope or the U.S.

9.6 In-country representative—In most cases, Children’s Hope will provide an in-country representative to coordinate and assist in the adoption process.

9.7 Written Travel Guides—Children’s Hope may provide AP with one or more written Travel Guides containing additional information about overseas travel. AP understands that conditions, circumstances, procedures, and costs may change without notice, and that Children’s Hope does not guarantee or warrant that the information contained in the Travel Guides is current, correct, or complete.

***RELEASE: By signing this agreement, AP releases Children’s Hope and holds Children’s Hope harmless from any and all responsibility or liability***

*for any type of injury, harm, damage, or loss in any way relating to or arising out of information contained in any travel guide or travel information provided to AP by Children’s Hope.*

## ***10. Immigration of Child***

In most cases, Children’s Hope, or its overseas affiliate, will make reasonable efforts to assist AP in obtaining all necessary travel documents for the referred child, including passport, exit documents and U.S. entry visa. Regardless of any such assistance by Children’s Hope, AP is and remains responsible for the immigration process for the referred child, including but not limited to completing and submitting all necessary documents, paying any and all attendant costs and fees, and obtaining any necessary permanent resident visa. Children’s Hope cannot guarantee that any governmental entity or agency, U.S. or foreign, will approve the referred child for immigration to the U.S. or elsewhere, or will provide the necessary travel documents.

## ***11. Post-adoption/Post-Placement Requirements***

11.1 Number and nature of post-adoption/post-placement requirements—Post adoption/post placement requirements are to be fulfilled after a child is placed with AP, and may include counseling, supervision, reporting, evaluation, and a state-mandated court report. The number and nature of post-adoption/post placement requirements may differ from case to case, depending on the laws and rules of the sending country, AP’s home state, and other applicable jurisdictions, and depending on the needs and circumstances of each individual placement.

11.2 Responsibilities of AP—AP is solely responsible for arranging for, fulfilling and paying for all costs and fees associated with post adoption/post-placement requirements. AP will sign a contract with their cooperating agency to complete post adoption/post placement services which will list the fees charged for this service by the cooperating agency. The AP will provide the cooperating agency with all necessary information to complete the report. The AP will provide the necessary copies of the report along with required pictures to Children’s Hope. Upon reasonable request by Children’s Hope, any cooperating agency, any overseas orphanage, or any foreign government official, AP must provide photographs and written reports regarding the child and its development.

11.3 Responsibilities of Children’s Hope—Children’s Hope will provide post-adoption/post-placement reports until final adoption of a child to the Convention country

when required. If AP resides in Missouri and has signed a contract with the AP for post-adoption/post-placement services, Children’s Hope will prepare any required post-adoption/post-placement reports in the appropriate legal format, and will submit such reports to the appropriate persons or authorities. If post-adoption/post-placement services are performed by a cooperating agency, Children’s Hope will review and evaluate post-adoption/post-placement reports, and will submit such reports to the appropriate persons or authorities and central authority in the Foreign country.

11.4 Enforcement of post-adoption/post-placement requirements—AP specifically agrees that, regardless of any other dispute resolution provisions of this agreement, in the event AP fails to fulfill post-adoption/post-placement requirements in a timely fashion, Children’s Hope may apply to Missouri Circuit Court for St. Louis County for injunctive and other relief. AP agrees that, in such event, AP will submit to jurisdiction and venue in St. Louis County, Missouri, and will pay all costs, disbursements, and attorney fees incurred by Children’s Hope in attempting to enforce post-adoption/post-placement requirements.

## ***12. Finalization of Adoption***

12.1 Definition of “finalization”—To “finalize” an adoption means to have the adoption legally decreed in the appropriate court of law.

12.2 Finalization of foreign adoption—In many cases, adoption must be finalized in the sending country. In such cases, Children’s Hope or its overseas affiliate will make reasonable efforts to facilitate the foreign adoption process, including completing and submitting any necessary petition or other documentation. Children’s Hope is not responsible or liable for any failure or refusal by foreign authorities to grant foreign adoption. The disclaimers/releases provisions of this agreement expressly apply to this subsection.

12.3 Finalization of U.S. adoption—AP must finalize or re-finalize adoption in the U.S. in accordance with the provisions of the Placement Agreement.

12.3.1 Obligations of AP—AP is solely responsible for finalizing the U.S. adoption, for obtaining independent legal counsel to represent AP in the adoption proceeding, and for paying all fees, costs, and expenses association with finalization, including, but not limited to, all attorney fees and court costs. Such fees, costs, or expenses are not included in any fee paid by AP to Children’s Hope. Children’s Hope will not represent AP in the adoption proceeding or pay for advance fees, costs, or expenses on behalf of AP.

12.3.2 Obligations of Children’s Hope—Children’s Hope’s role in finalization of the U.S. adoption is limited to the following:

- (1) Providing Children’s Hope’s agency consent or agreement to the adoption, as more fully set forth in the Placement Agreement, and to the extent that Children’s Hope, in its sole discretion and professional judgment, deems such consent or agreement advisable;
- (2) Providing to the appropriate court any report required by the court of Children’s Hope; and
- (3) Providing any necessary legal documents which Children’s Hope already possesses or may readily obtain. Except as specified herein, Children’s Hope is under no obligation to create legal documents or pleadings for the U.S. adoption proceeding.

### **13. Disruption/Dissolution**

The applicant understands the difference between disruption and dissolution. Disruption means the interruption of a placement for adoption during the post-placement period. Dissolution means the termination of the adoptive parent(s)’ parental rights after an adoption. Should any family find themselves in the disruption/dissolution phase, Children’s Hope will remain available to provide support and assistance in identifying a new adoptive family for the child. The AP is legally and financially responsible for any fees associated with a dissolution/disruption. The AP agrees to cooperate with the disruption/dissolution process to the greatest extent possible.

The applicant also understands that in a case of a dissolution/disruption, that the AP is legally and financially responsible for transfer of custody and for the care of the child. In this instance, the AP shall assume full financial responsibility for any such services and for placement of the child, promptly paying or arranging for payment of all expenses incurred meeting the child’s needs as well as placing the child in another adoptive home, or in foster care, and in following the requirements of the local state and foreign country regarding the child and disposition of the child. Should it be determined that the child(ren) should be removed from the AP home prior to finalization, the AP agrees to transfer custody to Children’s Hope, which will assume responsibility for future planning for the child(ren). Should the AP reside outside Children’s Hope’s social work service area, Children’s Hope will work with or through the supervised provider to assist in taking custody of the child and providing temporary care. The AP assumes all risks and financial and emotional obligations in the event of a dissolution/disruption.

Under very few circumstances would the child be returned to his/her country of origin. This rarely is in the best interest of the child and the child’s wishes, age, length of time in the U.S and other pertinent factors would have to be taken into account. The applicant understands that the only way a child would be returned to the country is if the Central Authority of the country of origin and the Secretary have approved for the return of the child, in writing. Children’s Hope would assist the family in this instance in contacting the Secretary and completing this process if it is in the best interest of the child.

### **14. Fees**

14.1 Payment and amount of fees—AP is solely responsible for paying all fees associated with services rendered pursuant to this agreement in the amounts and at the times specified in the Schedule of Fees. A copy of the Schedule of Fees has previously been provided to AP as part of the Children’s Hope Application Packet, and is incorporated herein by this reference. AP shall comply fully with all fee policies and procedures established by Children’s Hope and/or set forth in the Schedule of Fees. Children’s Hope International charges only for services rendered except for post adoption and post placement fees. CHI does not warrant or guarantee that the fees, expenses and disbursements charged by the US government and country of adoption will not be changed prior to completion of the adoption. CHI will notify AP immediately of these changes.

14.2 Non-refundable—Any fee paid by AP is non-refundable except as otherwise specified in the Schedule of Fees.

14.3 Cooperating agency services—The Schedule of Fees does not govern or apply to services which may be provided by a cooperating agency. Fees for services provided by a cooperating agency are determined by the cooperating agency itself, not by Children’s Hope.

14.4 No payment to other persons or entities—While this agreement is in effect, AP shall make no payment of any kind for adoption services or fees to any person or entity other than

- (a) Children’s Hope,
- (b) Such persons, cooperating agencies, or other entities as Children’s Hope shall specifically designate,
- (c) Any legal counsel retained by AP, and/or
- (d) Any physician or medical expert retained by AP. This prohibition includes, but is not limited to, any official or employee of any foreign nation or orphanage, and any birth parent of a prospective adopted child. Any breach of the Terms of this subsection is a material breach of this agreement.

## ***15. Duration and Termination of Agreement***

15.1 Election to terminate—Either party may elect to terminate this agreement at any time prior to the execution of the Placement Agreement by providing written notice to the other party. Except as otherwise set forth herein, once the Placement Agreement has been executed by both parties, the terms of that Agreement shall govern the right to termination

and the effect of termination. Although Children’s Hope expressly reserves the right to terminate this agreement for any or no reason, generally, Children’s Hope will seek termination only for one of the following reasons:

- (1) Failure of AP to pay required fees,
- (2) Material breach of this agreement by AP,
- (3) lack of cooperation by AP,
- (4) Any determination by Children’s Hope that AP does not meet minimum standards for adoptive homes,
- (5) Any determination by Children’s Hope that adoption of a child by, or placement of a child with AP would not be in a child’s best interests,
- (6) Any change in law or circumstances which, in Children’s Hope’s professional judgment, would render a prospective adoption difficult or impossible,
- (7) Any failure or refusal by authorities in the sending country to allow an adoptive placement or to grant foreign adoption,
- (8) Any circumstance in which a birth parent successfully challenges the adoptive placement.

15.2 Automatic termination—Regardless of any other provision in this agreement or the Placement Agreement, this agreement, and any obligation of Children’s Hope to provide further adoption services, has the right to automatically terminate in the event that AP becomes pregnant, accepts assignment and/or placement of another child from another person or entity, and neglects to inform Children’s Hope of any such pregnancy, placement or assignment as required by this agreement.

15.3 Effect of termination—Termination of this agreement, either automatically or by either party, shall have the effect of relieving both parties of any and all obligations of future performance under this agreement. However, termination shall not affect or terminate

- (1) Any release from or limitation of liability, whether contained in this agreement or elsewhere,
- (2) The provisions of sections 13 through 21 of this agreement,
- (3) Any obligation to pay fees, costs, or expenses that already have been incurred by AP,
- (4) The rights of either party to enforce

this agreement with respect to any default or defect in performance that has not been cured, or

- (5) Any parent/child relationship that may have been established by operation of law.

## ***16. Grievance Procedure and Dispute Resolution***

16.1 Grievance procedure—Any and all complaints or claims by AP arising out of or relating to the terms or performance of this agreement must be presented and pursued in accordance with Children’s Hope’s written “Client Grievance Procedure.” A copy of the Client Grievance Procedure will be provided to AP when and if AP’s application is accepted by Children’s Hope. The provisions of the Client Grievance Procedure are incorporated herein by this reference. Exhaustion of the Client Grievance Procedure, including all appeals, is a condition precedent to any further mediation or arbitration of AP’s complaint or claim. Except as otherwise specifically provided in this agreement or in the Placement Agreement, any complaint or claim of AP which cannot be resolved by the Client Grievance Procedure, and any other dispute, controversy or claim arising out of or relating to the terms or performance of this agreement which cannot be resolved by good faith negotiation among the parties must be resolved as specified in the following subsections.

16.2 Mediation—The parties agree to attempt in good faith to resolve any unresolved dispute, claim or controversy by mediation administered by U.S. Arbitration and Mediation of Missouri or some other mutually acceptable mediator, under commercial mediation policies and procedures then adopted by U.S. Arbitration and Mediation of Missouri or the mutually acceptable mediator.

16.2.1 Definition of good faith—“Good faith” is defined as an honest intention to proceed in a manner which maximizes the likelihood of mediation being effective. “Good faith” shall not be construed to require either party to make any concession that party does not believe is in its interest.

16.2.2 statute of limitations—The running of any applicable statutory limitation period is tolled from the date of the first scheduled mediation session until 60 days after the final mediation session, during which period the status of any statute of limitations issue shall be preserved. This provision shall be construed to give effect to its intent, which is that neither party’s position regarding the statute limitations shall be improved or damaged as a result of having engaged in mediation.

16.3 Arbitration—If mediation fails to resolve the dispute, claim, or controversy it must be resolved by arbitration in St. Louis County, Missouri, pursuant to all



applicable rules then in effect in the Circuit Court of Missouri for St. Louis County.

The parties must select a single arbitrator within ten (10) days of the date a written demand for arbitration is received by either party from the other. In the event the parties fail to select an arbitrator within the 10-day period, either party may make immediate application to the Circuit Court of Missouri for St. Louis County for the appointment of an arbitrator. The parties agree to be bound by the Court's appointment of an arbitrator. The arbitrator has broad authority to fashion an equitable remedy, including the authority to award specific performance. Any decision of the arbitrator must be reduced to and entered as final judgment in the appropriate St. Louis County Missouri court. Such award and judgment constitutes a final and binding adjudication of all matters submitted to arbitration. The parties expressly agree to waive any and all rights to appeal the arbitrator's decision.

#### 16.4 Costs and attorney fees

16.4.1 Mediation—Each party is responsible for on-half the total fees and expenses charged by the mediator.

16.4.2 Arbitration—Each party is responsible for one-half the total fees and expenses charged by the arbitrator.

16.4.3 Other costs and attorney fees—During all stages of any grievance, negotiation, mediation, or arbitration process, and at all other times, each party is solely responsible for any and all attorney fees, costs, and disbursements that party has incurred on its own behalf.

16.5 Choice of law and venue—This agreement—including all supplements, modifications, and other documents incorporated herein — and all rights, obligations, and disputes arising out of it is governed by and construed consistent with Missouri law. The parties agree that venue for any dispute arising under this agreement is in St. Louis County, Missouri or any other jurisdiction in which both parties voluntarily appear.

#### 16.6 Ethical and Respectful Behavior

16.6.1 responsibilities/expectations of Children's Hope—Children's Hope employees will at all times comply with ethical standards prescribed by the social work profession, the Council on Accreditation, and all applicable state and federal law. Children's Hope employees will treat AP in a respectful, ethical, and non-coercive manner, and will refrain from use of personally derogatory or profane language or communication. Any AP who feels he or she has been treated inappropriately by a Children's Hope employee, other AP, or other person involved in the adoption process must report the complaint to Children's Hope

pursuant to Children's Hope's written Client Grievance Procedure.

16.6.2 responsibilities/expectations of AP—AP will at all times treat Children's Hope employees, volunteers, and the personnel of partner and cooperating agencies with respect; AP will refrain from communicating with such persons in any manner that is threatening, personally derogatory, abusive or profane. Any AP who fails to meet this standard may be subject to sanction by Children's Hope. Such sanction may include, in Children's Hope's sole judgment and discretion, required counseling or treatment before proceeding with the adoption process, suspension of adoption services, termination of adoption services and of this agreement. When applying any such sanction, Children's Hope is not required to resort to the dispute resolution procedure created by this Section 15.

### ***17. Use/Disclosure of Children's Hope Name, Documents, and Trade Secrets***

17.1 Non-disclosure of Children's Hope inter-country procedures and trade secrets—The following information is considered trade secrets of Children's Hope:

(1) The names, addresses, and functions of Children's Hope overseas foreign staff, representatives, agents, facilitators, or contacts;

(2) The names, addresses, and functions of overseas adoption facilities, orphanages, or hospitals involved in Children's Hope inter-country adoption programs;

(3) Information that identifies the existence, identities, or location of the persons or facilities specified in (1) or (2). AP acknowledges and stipulates that all such information is confidential, material, important, and proprietary to Children's Hope and gravely affects the effective and successful conduct of Children's Hope business. Accordingly, AP agrees not to disclose, divulge, or communicate such information to any person or entity in any manner, directly or indirectly (whether written, spoken, via internet postings, email, chat-rooms, or otherwise), without the prior written consent of Children's Hope. This restriction survives any termination of this agreement, and remains effective for as long as Children's Hope is in operation. Any breach of the terms of this section is a material breach of this agreement.

17.2. Unauthorized use of Children's Hope documents—AP acknowledges that the documents produced by, or on behalf of, Children's Hope pursuant to, or in furtherance of, this agreement are intended to be used only with regard to an adoption arranged by or through Children's Hope for the undersigned AP. AP agrees not to make, allow, or encourage any use of such documents — which documents include, but are not limited to, any home study, dossier, post-adoption

report, court report, or written agreement — for any other purpose, or for any adoption or procedure not involving Children’s Hope, without the express prior written authorization of Children’s Hope. Any breach of the terms of this section is a material breach of this agreement.

17.3. Unauthorized use of Children’s Hope name—AP acknowledges the Children’s Hope name and logo are unique and proprietary to Children’s Hope, and that Children’s Hope’s reputation, goodwill, and ability to conduct business could be severely damaged by the misuse or unauthorized use of the Children’s Hope name or logo. AP agrees not to make or encourage any use of the Children’s Hope name or logo without the express prior written authorization of Children’s Hope. Any breach of the terms of this section is a material breach of this agreement.

## **18. Children’s Hope Informational Materials/ Information**

If AP continues on in the adoption process, AP may receive informational material from Children’s Hope in the form of an “Adoption Process Guidebook,” and/or a “Travel Guide.” (This informational material is collectively referred to herein as “Children’s Hope Guidebooks”.) The material in the Children’s Hope Guidebooks is intended to be informational only and not contractual, and is not in any manner intended to create or establish contractual obligations on the part of either party. In the event of any inconsistency between the provisions of this agreement and any statements appearing in any of the Children’s Hope Guidebooks, or of any ambiguity created by comparing the provisions of this Agreement with those in the Children’s Hope Guidebooks, the provisions of this agreement shall prevail, and this agreement shall be construed as if the conflicting or ambiguous Children’s Hope Guidebook provision did not exist.

The applicant shall abide by the advice and process described in the agency adoption guide and the agency’s written materials as well as the possible changes made by the adoptive country officials or U.S. governments.

CHI and the application agree that all information provided with respect to the adoption process shall be held in the strictest confidence by both parties and no information or document shall be released to a third party without the consent of the other. Third party shall be defined as newspapers, Internet and other public media.

## **19. Miscellaneous**

19.1 Modification/supplementation of agreement—Any modification of or supplement to this agreement must be in writing, and signed by all affected parties. This

provision may not be waived, modified, or supplemented except in the manner specified herein. Provided, however, that any separate written release from liability shall be enforceable if signed by the releasing party.

19.2 Severability of provisions—If, in any judicial or dispute resolution proceeding, a court or arbitrator shall refuse to enforce all the provisions of this agreement, any unenforceable provision shall be deemed eliminated from this agreement for the purpose of such proceeding as is necessary to permit the remainder of this agreement to be enforced.

19.3 Non-waiver—The failure of either party to enforce any provision in this agreement shall not be construed as a waiver or limitation of that party’s right to subsequently enforce and compel strict compliance with every provision of this agreement.

19.4 Section headings—Headings or titles to the sections of this agreement are solely for the convenience of the parties and are not binding, and are not to be considered in the interpretation or construction of this agreement.

19.5 Material breach—A “material breach” of this agreement is any breach that is designated as such in this agreement and any other breach which materially affects the conduct or performance of this agreement. Upon any material breach by AP, Children’s Hope is entitled to suspend or terminate services, terminate this agreement, or seek other available remedies.

19.6 Entire agreement—This agreement, and attached documents referred to and expressly incorporated herein, contains the full, final, and exclusive statement of the agreement between the parties hereunder. This document is being signed voluntarily, without reliance on any other promises or representations.

## **20. Limitation of Liability**

*Any liability of Children’s Hope or its employees or agents, for any claim arising out of or relating to this agreement, including but not limited to claims arising out of the alleged or actual negligence of Children’s Hope or its employees or agents, shall be limited to the total amount of fees paid by AP to Children’s Hope.*

## **21. Disclaimers/Releases**

21.1 GENERAL—The following provisions apply to any and all Releases contained in this agreement. All Releases supersede and control any other provisions of this agreement, and any other representations of Children’s Hope, written or oral, which may appear, or are construed, to be to the contrary. All Releases extend to claims for any and all types of injury, harm, damage,

or loss, whether economic, physical, psychological, or otherwise, and including but not limited to court costs and attorney fees. All Releases extend to and include all employees, agents, principals, representatives, successors, assigns, partners, attorneys, and insurers of Children's Hope, and to all other persons and entities subject to liability derived from the conduct of Children's Hope. All Releases extend to and include any and all claims of any child assigned to or placed with AP.

**21.2 LIABILITY FOR ACTS OF NEGLIGENCE**—All Releases in this agreement are specifically intended to include and extend to all responsibility and liability for any negligent act or omission on the part of Children's Hope.

**21.3 RELEASE FOR ACTS OR OMISSIONS OF THIRD PARTIES**—AP acknowledges that other persons, agencies, and entities not subject to the direction and control of Children's Hope — including, but not limited to, social workers, cooperating agencies, volunteers, guides, translators, overseas affiliates, and foreign governments and agencies — may be involved in the adoption process.

*RELEASE: AP here by releases Children's Hope and holds Children's Hope harmless from any responsibility or liability, whether direct, derivative, vicarious, or otherwise for any type of injury, harm, damage, or loss in any way caused by, contributed to, or arising out of the acts or omissions of third parties.*

**21.4 NO WARRANTY OF CHILDREN'S HOPE APPROVAL OR CONSENT**—This document is being provided to AP concurrently with the application for adoption so that AP may be fully informed regarding the nature of the Parties' respective anticipated obligations. Both the application for adoption and a home study must be approved by Children's Hope before Children's Hope will provide any further adoption services. The signing of this agreement by Children's Hope does not constitute or guarantee Children's Hope's approval of AP as adoptive parents, Children's Hope's consent to an adoption by AP, or that Children's Hope will provide any further adoption services. Children's Hope does not and cannot guarantee, and makes no warranty or representation, express or implied, that Children's Hope will approve of AP's adoption application, approve of AP's home study, or consent to an adoption by AP.

#### **21.5 RELEASES FOR OBSTACLES OR IMPEDIMENTS TO PLACEMENT, IMMIGRATION OR ADOPTION**

Children's Hope does not and cannot guarantee, and makes no warranty or representation, express or implied, that any child will be assigned to or placed with AP for purposes of adoption, that AP will be allowed to immigrate to the U.S. with any child, or that AP will succeed in being able to adopt any child. AP acknowledges and understands that placement, adoption, and immigration are subject to laws and circumstances beyond Children's Hope's control, including, but not limited to, federal and state law and practice, decisions of courts of applicable jurisdiction, practices and policies of overseas authorities, and legal challenges from interested persons. Children's Hope cannot guarantee that existing adoption laws, programs, and practices will not change substantially, or that legal barriers or challenges to adoption will not arise, which make placement, immigration, or adoption difficult or impossible for AP.

*RELEASE: AP hereby releases Children's Hope and holds Children's Hope harmless from any and all responsibility or liability for any type of injury, harm, damage, or loss which in anyway results from any obstacle or impediment to placement, immigration, or adoption. This release specifically extends to, but is not limited to, any obstacle or impediment to placement, immigration, or adoption directly or indirectly caused by the actions or inactions of any foreign or U.S. agency, official, court, lawyer, or facilitator*

**21.6 RELEASE FOR CONDITION OF CHILD**—Children's Hope does not and cannot guarantee, and makes no warranty or representation, express or implied that a child of any particular age, sex, condition, or nationality, or from any particular orphanage or province, will be assigned to or placed with AP. The following are risks to the health and well-being of any adopted child: (1) poor prenatal care, (2) poor care by parents or guardians, (3) institutionalization, (4) poor medical care, and (5) poor medical assessment. If you adopt a child who was institutionalized in another country, that child is likely to have undiagnosed medical and psychological problems including, but not limited to, developmental delay, malnutrition, and/or behavioral problems. You probably will not be fully aware of the nature and extent of the child's problems until after the adoption is finalized. Even if the child was not institutionalized, most children adopted from another country are likely to have some undiagnosed medical, psychological, or

other problems. For these reasons, Children's Hope does not and cannot guarantee, and makes no warranty or representation, express or implied, concerning the medical or psychological condition of any child. AP acknowledges that Children's Hope is not and cannot be responsible for any such conditions or problems. Prior to placement, a child may have been provided with medical examinations, tests, and/or inoculations. Medical professionals may have declared the child "healthy," or free of serious health problems. AP may have specified that AP expects a "healthy" child. AP acknowledges and understands that none of these circumstances guarantees a healthy child. Children's Hope cannot guarantee the results or accuracy of any examinations, tests, inoculations, or assessments. AP further acknowledges and understands that in some cases, Children's Hope may have arranged for a child's medical or psychological examination, while in other situations, a child may not have been provided with any medical examination or testing. In either event, Children's Hope does not conduct any independent assessment, testing, screening, or evaluation of any child, and Children's Hope has no knowledge of any child's actual medical or psychological condition other than what has been reported to Children's Hope or may appear in any medical records.

*RELEASE: AP hereby releases Children's Hope and holds Children's Hope harmless from any and all responsibility or liability for any type of injury, harm, damage, or loss in any way relating to or arising out of the physical, psychological, or emotional condition of any child assigned to, placed with, or adopted by AP, regardless of when such injury, harm, damage, or loss is known or discovered.*

**21.7 RELEASE FOR CHILD'S RECORDS AND INFORMATION**—Children's Hope will make reasonable efforts to provide AP with all available medical, psychological, historical, and other records and information concerning the child. Generally, such records and information originate with persons, agencies, and entities outside Children's Hope.

### ***23. Release of Information to Spouse***

If Adopting Parent is a married couple, by signing this agreement each AP spouse authorizes Children's Hope to disclose to and discuss with the other spouse any confidential information Children's Hope may learn or obtain concerning either AP spouse. Each AP spouse hereby releases Children's Hope from all legal responsibility or liability that may arise from the release of information authorized herein. Each AP spouse acknowledges that the information to be released may include confidential information which could not be released without this written consent, including information that is specific to adoption counseling, family planning, criminal history, child abuse, employment, drug, alcohol or psychiatric treatment, and/or HIV testing and diagnosis.

Children's Hope does not and cannot investigate or confirm the information obtained or provided. The information obtained or provided may be inaccurate and/or incomplete. Translations of foreign language documents may be inaccurate. Therefore, Children's Hope does not guarantee, and makes no warranty, express or implied, concerning the accuracy, validity, applicability, or completeness of any information, medical, psychological, historical, or other records or data regarding any child.

*RELEASE: AP hereby releases Children's Hope and holds Children's Hope harmless from any and all responsibility or liability for any type of injury, harm, damage or loss in any way relating to or arising out of any medical, psychological, historical, or other records, data, or information regarding any child assigned to, placed with, or adopted by AP, or any translation of such records, data, or information*

### ***22. Release of Information to Cooperating Agency and Overseas Adoption Authorities***

By signing this agreement, AP authorizes Children's Hope to release copies of any and all records or other information Children's Hope may have concerning AP to, and to fully discuss AP with, any cooperating agency providing services to AP in conjunction with this agreement, and/or any government or adoption authorities, officials, or personnel in the U.S. or the sending country. This authorization is subject to all applicable legal restrictions and relates only to such records, information, and discussions as are reasonably necessary, in Children's Hope's sole discretion, to provide the adoption services specified in this agreement. AP hereby releases Children's Hope from all legal responsibility or liability that may arise from the release of information authorized herein. AP acknowledges that the information to be released may include confidential information which could not be released without this written consent, including information that is specific to adoption counseling, family planning, employment, drug alcohol or psychiatric treatment, and/or HIV testing and diagnosis.

***WE HAVE READ AND FULLY UNDERSTAND THIS INTERNATIONAL ADOPTION SERVICES AGREEMENT***

\_\_\_\_\_  
Adopting Mother Date \_\_\_\_\_

\_\_\_\_\_  
Adopting Father Date \_\_\_\_\_

CHILDREN'S HOPE INTERNATIONAL

\_\_\_\_\_  
Executive Director  
Date: \_\_\_\_\_