

CHILDREN OF THE WORLD, INC. INTERNATIONAL ADOPTION CONTRACT

AGREEMENT made on _____ day of _____, 20_____, by and between Children of the World, Inc. ("AGENCY"), an Alabama incorporated non-profit 501(c)(3) corporation located at **22787 Highway 98, Suite E-3, Fairhope, Alabama, 36532** AND

_____, Prospective Adoptive Parent(s)
whose address is _____

WHEREAS, AGENCY coordinates the adoption of children internationally and otherwise assists prospective adoption parent(s) in identifying children for adoption and in completing the procedures necessary for the children to be adopted by them abroad or obtaining custody abroad for finalization in the US, and repatriated to the country of the adoptive parents; and

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, and intending to be legally bound thereby, it is therefore agreed;

1. **AGENCY Duties.** AGENCY agrees to provide the services listed below to the Adoptive Parents. AGENCY's responsibilities are strictly limited to those set forth below, and the Adoptive Parent(s) agree and understand that if, at any time, they desire AGENCY to perform services in addition to those listed below, such needs should be raised with the Executive Director of AGENCY. AGENCY, at its sole discretion, shall determine whether to accommodate the Adoptive Parent's additional needs, provided, however that any agreement by AGENCY to accept additional responsibilities is binding and enforceable only upon express written agreement, signed by the Executive Director of AGENCY.
 - a. AGENCY shall work with the Adoptive Parent(s) to assist them in the completion, organization, finalization and submission of all documentation necessary to receive a referral of a child for adoption from a foreign country. AGENCY will secure authentication of all dossier documents through appropriate channels.
 - b. If AGENCY is not performing the home study services, AGENCY agrees to work cooperatively with the home study agency that the Adoptive Parent(s) choose and AGENCY contracts with to review and approve the home study by Hague Convention standards.
 - c. Upon presenting the Adoptive Parent(s) with a potential referral of a child from a foreign country, and the Adoptive Parent(s)' acceptance thereof (hereinafter, the "Child(ren)"), AGENCY shall work on behalf of the Adoptive Parent(s) to assist them in the completion, organization, finalization and submission of all documentation necessary for the Adoptive Parent(s) to adopt the Child(ren) from the placing country; provided, however, that AGENCY specifically excludes from its obligations the services set forth in this Sections (f) and (g) below.
 - d. AGENCY shall provide the Adoptive Parent(s) with all information on the Child(ren) in its physical possession, subject to the limitations contained in the Disclosure of Risks section included below.
 - e. AGENCY shall facilitate all administrative, judicial and/or other proceedings based on protocol and procedures of placing country effecting the adoption of the Child(ren) by the Adoptive Parent(s).



- f. To the extent that the Adoptive Parent(s) are citizens of the United States, AGENCY shall assist Adoptive Parent(s) in completing all documentation necessary for the Child(ren) to apply for and acquire an exit visa and gain admission to the United States of America. Depending on protocol of placing country, this may include arranging and scheduling consular visit(s) and physical examination(s) of the Child(ren) for such purpose.
 - g. AGENCY will assist the Adoptive Parent(s) with travel arrangements, incountry appointments, accommodations, escorts and guides as necessary. These arrangements will be made based on the foreign country standards and invitation and in the timeframe agreed upon by the foreign country. For a number of reasons, the AGENCY generally does not approve of in-country fostering, even when permitted by the foreign country. Agency staff are available to discuss the issues involved with in-country fostering only if permission is granted by the SAA in India. Exceptions are made on a case-by-case basis under unusual circumstances. Generally, clients will travel with the assistance of the Agency after the child's birth certificate and passport are obtained in the foreign country. The family is responsible for additional expenses and arrangements for additional people in the traveling party other than the adoptive parents and their children.
 - h. To extent necessary, AGENCY will provide for translation of all referral documents related to the child presented for adoption. Any other legal documents related to the adoption that require translation are the responsibility of the adoptive couple, at the adoptive couple's expense.
 - i. If an event should occur as defined in paragraph 5 that results in either significant delay (as in a moratorium) or a closing of that country to all adoptions, AGENCY will work with the Adoptive Parent(s) to determine if another program could meet the needs of the adoptive parent(s). In the event that the adoption is not completed for any reason beyond the control of the Agency, the Adoptive Parent(s) understand that the fees already paid to the foreign referral source or other officials/facilitators in the foreign country are recoverable or refundable only as set forth on Schedule A, Fee schedule.
 - j. Communicate on behalf of the Adoptive Parent(s) with the foreign country from which they seek to adopt.
 - k. Apply to adoption fees due all third party payments made on behalf of the CLIENT and notify client when each payment is received.
2. **Adoptive Parent(s)' Duties During the Adoption Process.** Any duties not expressly listed above as being provided by AGENCY shall be the responsibility of the Adoptive Parent(s). The Adoptive Parent(s) agree that they will undertake all steps necessary, for the adoption of the Child(ren), including, without limitation, the following duties:
- a. The Adoptive Parent(s) shall complete successfully a minimum of 10 hours (or additional number required by foreign country, placing agency or home study agency) of parent preparation education and counseling through an education program approved by the AGENCY. Upon the successful completion of such training, AGENCY will require an Adoptive Parent(s) Verification of Adoptive Parent Education on line. Link will be provided.
 - b. In signing this verification, the Adoptive Parent(s) will acknowledge and represent that they have been informed of, explored, and understand the issues involved in the developmental and social adjustment of foreign born, institutionalized, adopted to their new homes in the Adoptive Parent(s)' residence and/or citizenship (the "Adoptive Parent(s)' Country"). The Adoptive Parent(s) hereby agree to participate in and complete such a parenting preparation program and supply proof of successful completion as required by the Agency.
 - c. **The Adoptive Parent(s) agree to act in a manner that would not be construed as discourteous, immoral or insulting** towards the U.S. or Foreign authorities or AGENCY staff, coordinators and consultants. Any such action shall be deemed to be a breach of the Agreement and may constitute cause for termination thereof by the AGENCY at the discretion of the Board of Directors. In the sole professional discretion of the AGENCY to serve the best interest of the prospective adoptive child, at any time during the processing of the adoption case, the



AGENCY may require additional Adoptive Parent(s) counseling, testing, education and approval(s) prior to placement of a child with the Adoptive Parent(s). The AGENCY will not tolerate or participate in demanding and discourteous behaviors directed at foreign providers, orphanages or officials.

- d. **The Adoptive parents** agree to secure **medical assessment of their proposed referral** through one of the International Adoption Medical Clinics, prior to acceptance of the referral, for comprehensive review of the child's medical information and preparation of the family to care for the child and supply a copy of resulting report to AGENCY.
- e. The Adoptive Parent(s) understand and agree that **all contacts to Foreign Adoption Authorities, in-country coordinators/facilitators/attorneys and/or orphanages should be made through AGENCY** unless specific approval is issued by the Executive Director for direct contact with such persons as named above.
- f. The Adoptive Parent(s) acknowledge that the requirements for specific documents with respect to the adoption process may vary from region to region and from time to time, and may change with or without notice. To the extent that AGENCY requests documentation, information and/or materials from the Adoptive Parent(s) for purposes of adoption or post-placement, the Adoptive Parent(s) shall use their best efforts to submit to AGENCY such documents, information and materials in the requested form within 10 days thereof. All such documentation, information, and materials shall be accurate and not contain any material omissions.
- g. The Adoptive Parent(s) agree to pay to AGENCY all fees set forth in the Schedule B, Fee schedule attached hereto in the amounts, in the manner, and on the dates set forth therein. They further agree not to pay any money to foreign entities that is not detailed in the fee schedule without written approval of the AGENCY.
- h. Notify the AGENCY of grants applied for or of other third party payments that may be made to the AGENCY on client's behalf.
- i. Using instructions provided by AGENCY, the Adoptive Parent(s) shall obtain all materials and complete their dossier for submission to the foreign country.
- j. The Adoptive Parent(s) agree to perform and complete all steps necessary to accomplish the immigration of the Child(ren) to the Adoptive Parent(s)' Country, and to formalize citizenship for the Child(ren) according to the laws and procedures of the Adoptive Parent(s)' Country.
- k. Upon return to the Adoptive Parent(s)' Country, the Adoptive Parent(s) shall take any and all steps required to record, domesticate, or otherwise legitimize and formalize the Child(ren)'s adoption by the Adoptive Parent(s) as required by the Adoptive Parent(s)' Country. Such steps must be sufficient so that the Child(ren) have at least the same rights the Child(ren) would have had if such Child(ren) had been born to the Adoptive Parent(s)' Country, including, without limitation, support obligations and inheritance rights. Adoptive Parent(s) shall provide properly authenticated copies of all foreign adoption decrees, re-adoption decrees and Certificate of Citizenship to AGENCY by the Adoptive Parent(s) within 15 days of issuance. All costs associated with the recording and domestication of the adoption of the Child(ren) in the Adoptive Parent(s)' Country shall be the sole responsibility of the Adoptive Parent(s).
- l. Adoptive Parent(s) hereby agree to provide copies of all foreign finalization/naturalization documents to AGENCY with 30 days of their return home or receipt of the Certificate of Citizenship.
- m. Adoptive Parent(s) agree to advise AGENCY if there is any change in circumstances from the time their home study report is completed through the finalization of the adoption, including, without limitation, (i) a move of their residence, (ii) pregnancy or the addition of another child or adult to their home, (iii) loss of income, (iv) serious illness of one of both Adoptive Parent(s), (v) either of the Adoptive Parent(s) arrest for criminal charges, (vi) psychiatric sickness for the Adoptive Parent(s), or other mental physical or emotional instability, (vii) alcoholism, drug addiction or other substance abuse of either of the Adoptive Parent(s), (viii) child abuse complaint filed against one or both of the Adoptive Parent(s), and



- (ix) marital discord, including, without limitation, divorce or separation of the Adoptive Parent(s).
- n. The Adoptive Parent(s) agree to inform the AGENCY of difficulties in the placement, child or family adjustment so that the agency may provide assessment, support and recommendations of resources to mitigate the problem.
- o. The Adoptive Parents agree to report to the AGENCY any serious illness, injury, or unforeseen death of an adopted child at any time after the adoption and placement of the child with the Adoptive parents.
- p. The Adoptive Parent(s) grant to the AGENCY permission to disclose to third parties such information as the AGENCY deems necessary for the performance of the services described in this Agreement.

3. Parental Discretion

- a. The Adoptive Parent(s) have the absolute discretion to request that the child presented to them for the opportunity of adoption is within certain parameters, subject to certain limitations.
 - i. Adoptive Parent(s) may not specify skin tone of a prospective adoptive child.
 - ii. To the extent that Adoptive Parent(s) request that a child be “healthy,” that this requirement be subject to their understanding of the risks set forth on Schedule C hereto. The Adoptive Parent(s) specifically understand that the AGENCY cannot guaranty the health of a child, that they understand that the AGENCY cannot guaranty the accuracy of medical information provided on a child, and that they understand that any child who has resides in an institution will experience certain heightened health risks and delays whose long-term impact is difficult to predict with accuracy.
 - iii. To the extent that the Adoptive Parent(s) request that a child be within a certain age range, such age range will be linked to the time of assignment to the Adoptive Parent(s) and not linked to the age at the time of Placement. The Adoptive Parent(s) specifically understands the risks described on Schedule C, including the fact that a case may take longer to process in a foreign court system that was predicted. Therefore, a child may at the time of placement be older than expected when the assignment was originally accepted.
 - iv. The adoptive parents will receive specific information on the referral and acceptance process for their chosen country at the time the contract is signed.
- b. When a child is assigned to the Adoptive Parent(s) for consideration for adoption, the Adoptive Parent(s) retain the absolute discretion to accept the opportunity to adopt that child, or to decline such opportunity, subject to certain limitations. Specifically, any decision to decline must be based upon the Adoptive Parent(s)’ reasonable evaluation of the Child(ren), and cannot be based on arbitrary factors. The Adoptive Parent(s) are required to seek outside medical evaluations from an international adoption medical specialist (or other approved and qualified medical professional) to interpret and evaluate medical and social information provided on a Child(ren). Additional education related to the child’s specific condition is required at the time of a referral.
- c. If the Adoptive Parent(s) unreasonably or arbitrarily withhold their acceptance of the Child(ren), AGENCY shall have the sole and complete discretion to terminate all further obligations to the Adoptive Parent(s) pursuant to the Agreement. **Basis that are considered unreasonable or arbitrary to refuse a referral include, without limitation, skin/hair/eye color, ethnicity (or presumed ethnicity), attractiveness, size of the Child(ren).**

4. Adoption Contingencies/Allocation of Risk/Hold Harmless.

- a. The Adoptive Parent(s) understand, acknowledge and agree that the process of international adoption contains a number of inherent risks that are outside the control of the AGENCY, including, without limitation, the risks described on Schedule C hereto. The risks described



on Schedule C are a non-exhaustive representation of the types of risks that may arise in the process.

- b. The risks described on Schedule C may impact the international adoption process in the form of delays, emotional frustration, additional expense and/or failure of the ability to complete the adoption process. Further, some of the risks can impact the long-term health and well-being of the adopted child in the future.
 - c. The Adoptive Parent(s) hereby expressly acknowledge that they have reviewed thoroughly Schedule C hereto, and that they understand these represent the types of risks that are inherent in the international adoption process and are outside of the control of the AGENCY (hereinafter, the types of risks that are outside of the control of the AGENCY shall be called the "International Adoption Risks").
 - d. **The Adoptive Parent(s) understand that because International Adoption Risks exist in the process, the AGENCY cannot assure the Adoptive Parent(s) that there will be a successful outcome. The Adoptive Parent(s) hereby agree that if an International Adoption Risk event occurs with respect to the Adoptive Parent(s)' adoption case processing or with respect to the long-term health of their adoptive child, the Adoptive Parent(s) assume the risk, and the consequences of that the outcome. The Adoptive Parent(s) agree to hold AGENCY harmless for any of the costs incurred during or after the adoption process as a result of the occurrence of an International Adoption Risk.**
 - e. The Adoptive Parent(s) hereby agree to waive liability against, and hold harmless, each of the AGENCY and its successors, assigns, officers, directors, executive directors, employees, owners, agents, volunteers, attorneys, representatives and corporate affiliates (collectively, the "Released Parties"), and to fully and forever release the Released Parties from any and all actions, causes of action, suits, debts, accounts, liability, damages, attorney's fees, claims, counterclaims, and demands whatsoever, whether arising in contract or in tort, including claims for negligence, and whether in law or in equity, which the Adoptive Parent(s) had, now have, or hereafter can, shall, or may have for, upon, or by reason of any matter, cause, or thing whatsoever arising out of or relating to an International Adoption Risk, and, including, without limitation, (a) the political, governmental and administrative conditions in the foreign country; (b) any problems, delays, or failures relating to US-International relation; (c) the medical, mental, social, emotional, and developmental condition of the Child(ren); (d) the family background, prior history and care and previous experiences of the Child(ren); (e) any changes in the laws, regulation, policies, or administrative requirements of the international placing country, the United States of the Adoptive Parent(s)' Country; (f) any failure of any governmental or administrative judge, agency, official, employee, or agency to approve or promptly process the adoption; (g) war, terrorism, crime, acts of God, natural disasters, or any other conditions, matters, or causes beyond the control of AGENCY, and (h) any or all or the risks set forth on Schedule C hereto. The Adoptive Parent(s) further agree to indemnify each of the Released Parties for any claims, cost, damages, or expenses incurred relating to, or arising from, the occurrence of an International Adoption Risk, including without limitation, unknown medical conditions of the Child(ren).
 - f. All hold harmless and other provisions contained in this Paragraph, elsewhere in the Agreement, and the Attachments thereto are each to be construed to have the broadest meaning permitted by law. Where apparent conflicts exist, the provisions are to be harmonized to provide maximum protection from liability to the Released Parties. Any duplication found in the Agreement and Attachments thereto shall not be cause to strike or nullify one provision in favor of another.
5. **Adoptive Parent(s) Duties Following the Adoption Process.** The Adoptive Parent(s) agree to assume the following obligation following the adoption process:
- a. **Post-Placement/Post-Adoption Obligations.**
 - i. Background-The Adoptive Parent(s) specifically understand that it is a difficult decision for any country to agree to allow its orphaned children to leave their



homeland to be adopted internationally. These countries deserve not only our gratitude, but also our respect. Post-placement/Post-Adoption reports and photos provide clear and irrefutable evidence that *adoption is a positive solution for children who lack permanent families to find loving homes.*

- ii. In order to keep the doors open for the next family who wishes to adopt internationally, it is critical that the Adoptive Parent(s) agree to provide post-placement or post-adoption reports (as applicable) to the officials of the Child(ren)'s country under the requirements that such country has given. Adoptive Parent(s) failure to comply with their post-placement/post-adoption obligations could jeopardize the ability of other children from the foreign country from which the Adoptive Parent(s) adopt to find homes with families abroad.
- iii. The Adoptive Parent(s) understand and agree to comply with any and all requests by either the foreign adoption officials, state and federal government, and AGENCY to provide required post-placement reports or post-adoption reports (as applicable, see schedule D). The Adoptive Parent(s) acknowledge that post-placement/post-adoption requirements may vary from country to country, and may change over time with or without notice. AGENCY hereby notifies the Adoptive Parent(s) that the post-placement/post-adoption requirements of its programs as they exist at this time are set forth on the Adoption Service Plan which includes the service provider for the post placement services. Agency charges for clients who are residents of the State of Alabama are listed in Schedule B. Charges for out-of state clients will be determined by their home study agency with a fee charged by the Agency for supervision/oversight, authentication and mailing of reports for post placement services. Agency post placement supervision fee for out-of state clients is listed here in Schedule B. The Adoptive Parent(s) hereby agree to comply with the post-placement/post-adoption obligations as they exist at this time, and as they may change over time.
 - a. Agency will notify Adoptive Parent(s) about the post-placement/adoption requirements that exist at the time they choose a specific country, and will use its best efforts to notify Adoptive Parent(s) of changes as they occur in the future.
 - b. Adoptive Parent(s) will use their best efforts to monitor changes in the post-placement/adoption requirements of the country from which they adopted the Child(ren) as they evolve over time and to comply with the requirements to the best of their ability.
 - c. The AGENCY will expect that all finalizations of adoption and or re-adoption will take place no later than twelve months after the first post placement/adoption report is sent to the adoptive family. If the family delays getting the re-adoption or adoption decree past the twelve months, additional charges will be incurred by the adoptive family for subsequent post placement/adoption reports necessary for court filing.
 - d. Schedule D contains the current post adoption requirements for the foreign countries in which the AGENCY works.
- iv. With respect to post-placement/post-adoption reports, the Adoptive Parent(s) hereby agree to provide post-placement/post-adoption reports to the AGENCY and/or to any and all state and federal licensing agencies that AGENCY directs at the intervals set forth on the Adoption Service Plan, and in the format required by the foreign country, as set forth on the Adoption Service Plan. To the extent required and directed, the reports shall be completed by duly licensed social worker or home study agency at the expense of the Adoptive Parent(s), and properly authenticated. All such post placement reports shall be submitted (with any required notarization, certification and /or apostilled) in a timely manner so that such reports are received by AGENCY,



and any and all state and federal licensing agencies that AGENCY directs. With each report, the Adoptive Parent(s) agree to include the specified number of photographs of the Child(ren) and other documents as detailed in the Adoption Service Plan.

- v. The Adoptive Parent(s)' failure to comply (a) will result in immediate and irreparable harm and/or damage to AGENCY, and (b) entitle AGENCY to an immediate ex parte injunction and/or specific performance ordering the Adoptive Parent(s)' compliance with the request for documentation, with all legal fees and expenses resulting from such action to be the Adoptive Parent(s)' responsibility. Proper Child Protection Authorities may be contacted at the discretion and judgment of the Agency if contact is not maintained during the post adoption reporting period.
- b. **Assistance with Adjustment Difficulties.** It is the right of a Child(ren) whose family is experiencing adjustment difficulties to receive full protection and service. Should the Adoptive Parent(s) experience difficulties in the adjustment of the Adoptive Parent(s) and/or the Child(ren) prior to the adoption being finalized, the Adoptive Parent(s) agree to notify the AGENCY, and the Adoptive Parent(s) further agree to cooperate with, and accept the assistance of, the AGENCY in managing the crisis. The Agency will evaluate the crisis and provide, recommend or require additional counseling as necessary to resolve the crisis. To the extent that family counseling to handle the crisis does not succeed, a **disruption plan** will be developed with the assistance of the adoptive family. If a temporary or permanent placement outside the home of the adoptive parent(s) is recommended by Agency Professionals, the Adoptive Parent(s) will be offered replacement with a qualified family on a temporary and /or permanent basis, within the professional discretion of the AGENCY. The Adoptive Parent(s) agree to cooperate with this replacement process to the greatest extent possible and agree to provide continued legal and financial responsibility for the child until the legal transfer of custody. Further, the Adoptive Parent(s) specifically agree that the AGENCY has standing to participate in any proceeding relating to replacement of the Child(ren) when the adoption has not yet been finalized. If it is suspected during professional assessment of the child, the potential for any form of abuse, the AGENCY will immediately notify the proper child protective authorities.
- i. As a last resort, if determined to be in the best interest of the child, the agency may recommend return of the child to his/her country of origin.
 - ii. The Agency will interview the child, as appropriate based on age and maturity, consider the child's wishes, length of time in the United States, recommendations of other professionals and other relevant factors in making the recommendation.
 - iii. If the recommendation is made, the Agency will notify, in writing, requesting permission from the US Secretary of State, accrediting entity and the Central Authority of the child's country of origin. Written permissions of these entities would be required to proceed with any return plan. A return plan would be based on the laws, regulations and Convention guidelines for these situations.
 - iv. **Under no circumstances should the family seek to return the child to his/her country of origin or place a child with another family outside the details stated in this agreement.**

The same consultation and temporary placement services will be available for the adoptive family and child where the adoption was finalized in the foreign country and problems arise in the placement. In these cases adoptive parent(s) maintain ultimate custody, financial and placement responsibilities with the Agency providing assistance and guidance.

- v. **Notifications of disruption or dissolution-**
 1. US Secretary of State will be notified via email and on the ATS portal



2. The Central Authority of the sending country will be notified by email followed up with a detailed plan via international courier.

6. **Travel**

- a. Subject to 7(b) below, Agency will inform Adoptive Parent(s) of their role in making travel, lodging and in-country transportation arrangements as directed by the foreign country or region involved in the adoption. Only those adoptive parents and travel companions approved at the beginning of travel planning will be included in the travel plans. In the event that the Adoptive Parent(s) arrange for their own flight or hotel accommodations when they travel, they agree to provide prior notice of the flight itinerary and chosen hotel(s) to the AGENCY and to obtain the prior approval of AGENCY. If the Adoptive Parent(s) choose to utilize the services of an outside travel agency other than those recommended by AGENCY, the Adoptive Parent(s) understand that all arrangements and changes to travel are the sole responsibility of the Adoptive Parent(s) in those cases and AGENCY will not be responsible for any rescheduling due to changes, error or omissions. The in-country guide services are paid in advance and may not be refunded in the even the family decides on other arrangements.
 - b. **Payments.** Irrespective of whether AGENCY makes reservations on behalf of the Adoptive Parent(s) when dictated by the foreign country, the Adoptive Parent(s) hereby assume all obligations to pay any and all expenses related to travel, including, without limitation, airfare, lodging, transportation and meals, and further hereby agree to make such payments directly to travel agents, airlines, hotels, restaurants and other carriers, as applicable. To the extent the AGENCY has provided you with an estimate of the travel expenses on Schedule B, Fee Schedule attached hereto, or elsewhere, this estimate is intended to be a guideline only for the convenience of the Adoptive Parent(s). The costs of airline tickets or other travel arrangements could change at any time, and AGENCY assumes no liability if the actual cost of any of the expenses estimated therein exceeds the estimated amount. Adoptive Parent(s) hereby agree to hold AGENCY harmless in the event that the travel expenses exceed the estimate of expenses provided herein.
 - i. The Adoptive Parent(s) further agree to assume the financial risk, and therefore, to pay any additional expenses, relating to changes to their itinerary for any reason, as well as for lost tickets and other documentation required to travel. AGENCY hereby advises the Adoptive Parent(s) to consider and determine the need to purchase travel insurance for all or part of their travel-related expenses for this purpose.
 - ii. The Adoptive Parent(s) agree to hold AGENCY harmless for the cost of all travel expenses incurred for any reason whatsoever. AGENCY hereby disclaims liability to the Adoptive Parent(s) for any and all travel.
7. **AGENCY Cooperative Agreements.** AGENCY may, in its sole discretion, engage and work cooperatively with one or more additional agency(ies) and/or individuals to fulfill any of its obligations under this Agreement. These cooperative agreements will be specified in the Adoption Service Plan that will be developed and updated as appropriate and copies provided to the Adoptive Family as additions or changes occur.
8. **Agreement to be Unconditionally Responsible for the Child(ren).** At the completion of the Child(ren)'s adoption, the Adoptive Parent(s) are solely responsible for the care and treatment of the Child(ren). The Adoptive Parent(s) acknowledge that not every impairment or condition is or can be identifiable or observable at the time the Child(ren) is identified for adoption. The Adoptive Parent(s) have reviewed the Disclosure of Risks set forth on Schedule C hereto and are aware of the risks inherent in the international adoption process. The Adoptive Parent(s) have made the decision to adopt the Child(ren) independent of any representations or information that AGENCY or those other organizations with whom AGENCY works have provided, and Adoptive Parent(s) accept and assume the risk that there may be undiagnosed impairments, conditions or issues. The Adoptive Parent(s)



represent and warrant that they are of sound mental and physical health, are not subject to any physical or mental condition or illness, and are not taking any medication or other substance that would in any way inhibit or impair their ability to parent or to make an informed, rational decision to adopt the Child(ren) without undue influence from any other person or party. The Adoptive Parent(s) further acknowledge that AGENCY has no responsibility, financial or otherwise, toward the Adoptive Parent(s) or Child(ren) in the event of any disability, disability, condition, illness or issue be present currently or arise in the future.

9. **Legal Effect of Foreign Adoption.** Upon the completion of court and/or administrative proceedings necessary for the adoption of the child in the placing country, the Adoptive Parent(s) shall assume all legal obligations and responsibilities toward the Child(ren) as if the Child(ren) had been born to them in the Adoptive Parent(s)' Country. The Adoptive Parent(s) agree to accept and execute any and all legal obligation including, but not limited to, providing appropriate housing, food, clothing, education and medical care to the Child(ren). Under no circumstances shall the adoption of the Child(ren) be set aside or challenged by Adoptive Parent(s).
10. **Modification and Waiver.** Neither this Agreement nor any provision hereof shall be amended or modified or deemed to be amended or modified, except by an agreement in writing duly subscribed and acknowledged with the same formality as this Agreement. Any waiver by any party of any provision of this Agreement or any right or obligation hereunder shall not be controlling, nor shall it prevent or stop such party from thereafter enforcing such provision, right or obligation. The failure of any party to insist in any one or more instances upon the strict performance of any of the terms or provisions of this Agreement by any other party shall not be construed as a waiver or relinquishment for the future of any such term or provision, but the same shall continue in full force and effect. Notwithstanding any rule of construction or statute to the contrary, this Agreement shall not be construed against the drafter.
11. **Termination.** AGENCY retains the right to terminate this Agreement effective immediately upon written notice if it learns that any of the information that the Adoptive Parent(s) provided to AGENCY or social worker who approved the home study is false, materially misleading or changed substantially since the home study report was approved. AGENCY retains absolute discretion to terminate the Agreement upon learning of the false or misleading information provided by the Adoptive Parent(s). Changed circumstances that may constitute cause for termination include, without limitation, (i) loss of income such that Adoptive Parent(s) are unable to afford another dependent or the cost of adoption; (ii) health of one or both Adoptive Parent(s) would place the secure future of the child in jeopardy; (iii) arrest for criminal charges without proof of rehabilitation; (iv) change in home location or condition such that the housing becomes unsuitable for the safety and well-being of the child; (v) psychiatric sickness of the Adoptive Parent(s), or other mental physical or emotional instability without proof of rehabilitation that could place the child in jeopardy; (vi) alcoholism, drug addiction or other substance abuse without proof of rehabilitation; (vii) child abuse complaint filed against one or both or the Adoptive Parent(s); (viii) lack of support for the adoption by the Adoptive Parent(s)' extended family; or (ix) marital discord, including, without limitation, divorce or separation of the V. To the extent AGENCY has reason to believe that representation of the Adoptive Parent(s) does not serve the best interest of a child, AGENCY retains the right to terminate this Agreement at its sole discretion. Family may terminate this contract at any point in the process. However, there will be no refund for services already provided by the agency.
12. **Termination by Adoptive Parents.** Adoptive parents may terminate this contract with AGENCY at any stage in the adoption process by notification in writing to AGENCY. Depending on the stage of the adoption process in the foreign country, additional notifications may be required by the Adoptive Parents. AGENCY will provide information for submitting these notifications to the proper authorities and Adoptive Parents in compliance with all laws and regulations in the foreign country to which they



have applied. In the event of termination of the contract by the Adoptive Parents, refunds of payments for any services not yet provided will be remitted within 60 days, per the refund policy.

13. **Limitation of Liability.** The Adoptive Parent(s) agree that in the event a claim or cause of action not precluded by this Agreement or the Attachments thereto is made, under no circumstances shall the liability of AGENCY exceed the total amount of payments made to AGENCY from the Adoptive Parent(s).

14. **Mandatory Binding Arbitration.**

In the event of a dispute between the parties relating to this agreement, the parties agree to the following process for resolution of the dispute:

- a. Prior to presenting a complaint to any governmental or licensing authority, Client agrees to present the grievance to Agency directly and attempt some resolution; a representative for Agency and client will meet in an attempt to resolve the dispute amicably within 30 days of notice of said dispute; **failure to comply with this section of the contract shall constitute a waiver by Client of any and all potential claims against Agency, and a waiver of any rights to arbitration or suit;**
- b. In the event that there is no resolution resulting, either party may request binding arbitration in Baldwin County, Alabama in accordance with the Better Business Bureau Rules of Arbitration;
- c. This contract is performable in Alabama;
- d. This contract shall be construed under the Laws of Alabama;
- e. The proper venue for any dispute, including arbitration, shall be Baldwin County, Alabama.
- f. The parties agree that arbitration shall be binding on both parties for all issues, not limited to breach of contract.
- g. **THE PARTIES ACKNOWLEDGE THAT BY ENTERING INTO THIS ARBITRATION AGREEMENT, THEY ARE GIVING UP THEIR RIGHT TO HAVE ANY SUCH DISPUTE DECIDED IN A COURT OF LAW BEFORE A JUDGE OR JURY, AND INSTEAD ARE ACCEPTING THE USE OF ARBITRATION.**
- h. The Parties acknowledge that AGENCY regularly engages in transactions involving interstate commerce and that the services provided by AGENCY to you involve such interstate commerce. The Parties expressly agree that this Agreement shall be governed by the Federal Arbitration Act, 9 U.S.C. 1, et seq.

15. **Full Disclosure.** All parties acknowledge that this is a fair agreement and that it is not the result of any fraud, duress or undue influence exercised by any party upon any other or by any other person or persons upon any party.

16. **Severability.** In the event that any provision of this Agreement should be held to be contrary to or invalid under, the law of any country, state or other jurisdiction, such illegality or invalidity shall not affect in any way any other provision hereof, all of which shall continue, nevertheless, in full force and effect in any country, state or jurisdiction in which such provision is legal and valid.

17. **Independent Covenants.** Each of the respective rights and obligation of the parties hereunder shall be deemed independent and may be enforced independently, irrespective of any of the other rights and obligation set forth herein.

18. **Headings.** Headings are inserted for the convenience of the parties only and shall not be attributed with any substantive meaning for purposes of interpreting this Agreement.

19. **Entire Understanding.** This Agreement, with the Attachments "A" Schedule of Fees, Expenses and Financial Obligations and Refund Policy, Schedules B, C and D, contains the entire understanding of



the parties, who hereby acknowledge that there have been and are no representations, warranties, covenants or understanding other than those expressly set forth herein and that the parties have not entered into this Agreement in reliance upon any provision or understanding not expressly contained herein.

20. **Independent Legal Advice.** AGENCY encourages the Adoptive Parent(s) to retain independent legal counsel both for the review of the Agreement and its Attachments and to advise the Adoptive Parent(s) on what, if any, steps are required in their home state for recognition of the foreign adoption decree. Further, as an international adoption agency, it is the primary responsibility of AGENCY to find families for children, not children for families. AGENCY must represent the best interest of the child at all times.

By signing here, I agree that I have had the opportunity to review this document fully and have my questions answered regarding same.

Adoptive Parent	Date	Adoptive Parent	Date
Agency Official: _____			
Signature	Title	Date	
State of: _____		County of: _____	
Subscribed and sworn to before me this _____ day of _____, 20_____			
Notary: _____		Commission Expires: _____	

SCHEDULE A

SCHEDULE OF FEES, EXPENSES, FINANCIAL OBLIGATIONS, AND REFUND POLICY

1. **Financial Obligations and Expenses:** The Adoptive Parent(s) understand and agree to pay the financial obligation (the "Fees and Expenses") set forth on the Schedule of Fees and Costs attached hereto. Payments will be invoiced as due based on the intervals detailed on the Schedule of Fees and Costs (Schedule B) which is specific to your adoption. Adjustments are made to the fee schedules of clients transferring to COTW while already in the process for a particular foreign country, based on services to be provided by COTW. See your individualized Adjusted fee schedule in schedule B, attached.
2. Fees may be paid in cash, money order, check or with an approved credit card. Receipts for all payments are provided to the client.
3. **Country Change Fee:** In the event that the adoptive family's chosen country enters into a suspension or closure to adoption, or should the adoptive family voluntarily decide at any time during the adoption process to change to a different Agency Program/Country, there will be a country change fee applicable, due at the time of program conversion.
4. **Refund Policy:** For the most part, Children of the World Inc. collects fees as services are provided as detailed on the country specific fee schedule. When a fee is paid in advance of the service being provided, the individualized fee schedule in the Client Contract clearly states the amount and conditions of the potential refund.



- a. The first 1/3 of the agency administrative fee covers assistance during the home study phase, coordination with and oversight of the home study provider, home study review and approval, registration with the foreign country as a prospective adoptive parent.
 - b. The second third of the administrative fee covers assistance with meeting the requirements of US immigration, including preparation of USCIS forms and packets for approval of i800a and i800, monitoring the foreign country website for a potential match, coordinating with foreign provider to obtain additional information regarding referral, education and counseling while considering the referral and completion of paperwork for acceptance or refusal of a referral.
 - c. The third part of the administrative fee covers coordination with foreign country on behalf of the client during the court or approval process, exit visa, travel preparation and monitoring during travel.
 - d. If at any time the client gives notice of withdrawal from the program, the Executive Director will evaluate the payments received compared to services provided to determine if a refund is in order.
 - e. Since no policy can cover every unexpected circumstance, the Executive Director has the authority to consider refunds in cases that involve extraordinary circumstances.
 - f. All refunds determined to be due to a client are paid within 30 days of request.
 - g. If the agency is deemed unable to provide services due to loss of accreditation, loss of foreign country license, agency closure or other adverse action, clients will be refunded the remainder of any amount paid for which the service has not been provided. Any country fees that have been collected and not remitted to the foreign country will be remitted to the PAP within 60 days.
5. **Adoption-Related Expenses (third party):** For some AGENCY programs, AGENCY has provided an estimate of the Adoption-Related Expenses. This estimate is intended to be a guideline only for the convenience of the Adoptive Parent(s). The costs of any of these expenses are in the control of third parties over whom AGENCY has no control, and, therefore, the costs could change at any time. To the extent that AGENCY assumes no liability if the actual cost of any of the expenses estimated therein exceeds the estimated amount. Adoptive Parent(s) hereby agree to hold AGENCY harmless in the event that the Adoption-Related Expenses exceed the estimate of expenses provided herein.
6. **Foreign Fees:** With respect to fees that are payable to Agency for Foreign Fees, Agency hereby agrees that it will not charge additional fees and expenses beyond those disclosed in the Agreement, except as otherwise set forth herein. In the event that unforeseen additional fees and expenses arise in the foreign country:
- a. Agency will disclose the additional fees and expenses in writing to Adoptive Family;
 - b. To the extent such fees exceed \$1,000, Agency will not incur such additional fees without your express permission. Agency will obtain the specific consent of the Adoptive Parent(s) prior to making such expenditure without advance permission.
 - c. Agency will provide written receipts to the Adoptive Parent(s) for fees and expenses paid directly by Agency or person in the Convention country and will retain copies of such receipts.
 - d. Adoptive parents should not respond to requests from any parties for monetary payments associated with this adoption other than those in the Agency Fee schedule attached here. At the same time, Adoptive parents should not offer to pay for any service associated with the adoption that is not detailed in the Agency Fee schedule. These actions may be construed as bribes by the Indian Government and may result in termination of this contract.
7. COTW does not use any part of adoption fees paid by individuals in the adoption process for special programs, projects or cultural events.



8. Under no circumstances should prospective adoptive parents offer to pay or pay monies to any entity associated with the adoption or other party that is not detailed on the client fee schedule without written consent of the AGENCY. Such action can be construed as bribery which is not consistent with the Hague Convention on Intercountry Adoption.

SCHEDULE B

See attached country-specific fee schedule.

Accepted:

Adoptive Parent	Date	Adoptive Parent	Date
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SCHEDULE C

DISCLOSURE OF RISKS IN INTERNATIONAL ADOPTION PROCESS

The international adoption process contains a number of inherent risks that are outside of the control of the Agency. The Agency will do everything in its power to minimize these risks. However, the Prospective Parents must be aware of these possibilities before deciding whether international adoption is the means they wish to pursue to grow their families.

Below is a description of the types of risks that are inherent in the process. Some of these risks impact the process itself, resulting in the possibility of delays, emotional frustration, and additional expenses. Some of the risks can impact the health and well-being of your adopted child in the future.

Please take time to review this list, discuss the risks with your family, and should you wish to pursue the process, indicate your understanding of these issues by initialing on the bottom of each page.

RISKS THAT IMPACT THE PROCESS

1. **Length of Stay in Foreign Country:** It is anticipated that the complete length of stay for the Adoptive Parents in the foreign country will likely range anywhere from a few days to several weeks. Some country programs may require two trips to adopt the child. The Agency will provide to you a best estimate of the length of stay you should expect while in the foreign country prior to travel. However, the Agency cannot guaranty that the estimated timetable can be met precisely. Travel time can be extended or delayed for a number of reasons such as strikes in the foreign offices, illnesses or vacations of foreign government authorities such as judges and social workers, holidays in the foreign country, requirements imposed by the courts, etc. Each case is individual and cannot be compared to others. The length of stay may vary from the estimate given by the Agency at the beginning of the process.

2. **Political and Social Climate Internationally:** Countries that permit international adoption programs as a means to find families for children often need to rely on this option due to volatile political and/or social conditions and lack of financial/economic resources. These same conditions may impact the international process itself, causing delays or stoppages in the adoption process. The political and social climate abroad is volatile and may change at any time in ways that negatively impact upon the adoption of children by citizens of other countries, either directly or through a change in International relations. The Agency will stay abreast of political developments



and keep you advised to the best of its ability. However, the Agency cannot guaranty that foreign countries will continue to permit the adoption of children by United States citizens or citizens of other countries.

3. **Changes to Laws or Procedures:** Adoption laws and procedures of the foreign country, the United States or other applicable foreign or domestic law may change at any time in ways that may negatively impact the adoption of a child from abroad. The Agency cannot control whether changes in laws and procedures may in the future prevent or delay the adoption of a child from any country, or may require preparation, submission and approval of additional or modified documentation. The Agency will make every effort to stay abreast of political developments and to keep you informed of changes as they occur. However, the Agency cannot guaranty that foreign countries will not change laws or procedures during the course of your adoption case, causing you delays or additional expense, or foreclosing your adoption from completing.
4. **Approval of Adoptive Parent(s) by Governmental Officials:** A successful adoption of any child from abroad is ultimately dependent upon the approval of the governmental and judicial officials of that country. The approval of your adoption lies solely within the discretion of the governmental and judicial officials of the foreign country. The Agency will make diligent efforts to advise you about the government's goals for prospective parents who adopt children from their country, and to advocate appropriately for your candidacy. However, the Agency cannot guaranty that the foreign officials will approve you to adopt a child.
5. **Cultural Differences in Communication:** The people involved in your adoption will likely be from different cultures, and customs. They may even speak different languages. While the Agency will make diligent efforts to minimize the risk of these issues impacting your adoption, the possibility exists for language misinterpretation, cultural or custom differences, and miscommunications.
6. **Reemergence of Birth Families/Loss of Assignment of Child:** Adoption policy generally favors children remaining in their birth families as a top priority, and often favors retaining children in their country or origin as the second best option. Each of these policies is often considered preferable to placing children in foreign countries. The risk exists that birth family members may come forward at any time during the process of your case, and may complicate or prevent the adoption of the child whom the Adoptive Parents wish to adopt. It is possible that during the course of time while the Adoptive Parents are preparing to adopt a child, foreign officials may determine that siblings may be required to be adopted in order for the Adoptive parents to adopt the originally referred child. Further, adoptive families within the country of origin may also express their desire to adopt a child, even if this child has been referred to a family from abroad. In addition, a child may also be assigned to a family, and then something occurs or is learned that renders the child unadoptable, either under foreign law or U.S. immigration law. Any of these events may complicate the process, or prevent the adoption from completing. Should this occur, all US agency fees will be applied to another match. Foreign country fees already transmitted to the foreign country may not be recoverable.
7. **War/Acts of God/Man-Made or Natural Disasters/Health Emergencies:** An adoption case can be impacted by events such as war, man-made disasters (such as terrorist actions), natural disasters (such as hurricanes/tsunami, etc), or health emergencies that prevent traveling (such as the SARS outbreak in China and the global pandemic of Covid 19). These events are outside the control of the Agency, but could impact the length of time to complete an adoption case, or the ability to complete it at all.



RISKS THAT IMPACT THE ADOPTIVE CHILD’S HEALTH AND WELL-BEING IN THE FUTURE

1. **Potentially Adverse Prior Conditions/Increased Risk of Medical, Social and Emotional Disabilities and Deficits:** Countries that permit international adoption programs as a means of finding families for children often need to rely on this option due to lack of financial/economic resources. This same lack of financial resources may impact the social and medical care that prospective adoptive children have received in the past and the availability of medical background on the child and his/her birth family. For instance, many children identified for possible adoption are cared for in institutions or hospitals. These facilities are operated below the standards of care typically provided in western countries. The absence of equipment, supplies, nutritional food, toys and age-appropriate developmental stimulus and the shortage of adequate or properly trained medical personnel and child care providers in these institutions and hospitals can result in any child being at a higher risk of illness; delayed physical, psychological and mental growth; and impairment. Prospective adoptive parents should know that the international adoption process carries an inherently increased risk of medical, social, and emotional disabilities and deficits. Some examples of these risks include the following:

- | | |
|--|-----------------------------------|
| Abuse (physical, psychological, emotional & sexual) | Adjustment Disorders |
| Anemia | Attachment Disorders |
| Autism | Chronic Infections |
| Complications of Prematurity | Cytomegalovirus |
| Delayed Development (physical, psychological, emotional) | Dental Problems/Tooth decay |
| Depression | Drug Exposure |
| Eating Disorders | Exposure to Nuclear contamination |
| Effects of institutionalization and under-stimulation | Fetal Alcohol Syndrome |
| Hepatitis A, B & C | HIV/AIDS |
| Infectious Diseases | Intestinal Parasites |
| Lack of Normal Development | Lactose Intolerance |
| Malnutrition | Mental Insufficiency |
| Permanent Disabilities | Physical Disabilities |
| Pneumonia | Respiratory Problems |
| Rickets | Salmonella |
| Scabies/Lice | Sensory Integration Problems |
| Tuberculosis | Undiagnosed Genetic Problems |
| Vision/Hearing/Speech Problems | Vitamin Deficiency |
| Undisclosed or Undiagnosed Conditions/Disorders | |

The Agency will provide you with all information it has on the social and medical background of a child referred for adoption to your family. Further, the Agency strongly recommends you to take that information to an International Adoption Medical Specialist for review and consultation. However, the decision to adopt a particular child is yours, and the Agency cannot guaranty the absence of any medical or social condition.

2. **Absence of Reliable Information about the Children:** The Agency will provide the Adoptive Parents with all of the information in its physical possession on the medical and developmental condition of the child they have been referred for purposes of adoption. However, the Agency cannot guaranty the accuracy of such records. For instance, if a child is abandoned, it may be difficult to determine his/her birth date with complete accuracy. Accordingly, a birth date may later prove to be inaccurate. Further, medical, social and background information provided to the Adoptive Parent(s) is often collected and furnished by independent third parties, including foreign government officials, orphanage staff and others, who provide this information according to local policy and procedure. Many tests administered in foreign countries are unreliable at best, or may not match western standards or methods. Further, the medical and/or developmental information



provided may not provide a complete description of the mental, emotional, physical and/or developmental characteristics of the child.

- a. **The Agency requires Adoptive Parent(s)** to seek an independent medical evaluation of the child and will provide a list of physician's familiar with and specializing in reviewing social and medical reports for international adoptions.
- b. The Agency is not able to guaranty the accuracy of child background records, and Adoptive Parents accept the risk of those records containing errors or omissions.

SCHEDULE D

Country Specific Post Adoption Report Schedule (at time of contract signing)

INDIA	Social worker visits/reports at 3, 6, 9, 12, 18, 24 months, unless more are ordered by Indian judge in final decree. After the first 2 years, Annual parent-generated reports until the child is 18 years of age. Photographs are required with all reports.*
CHINA	Social worker visits/reports at 6, 12, 24, 36, 48 months. Photographs are required with all reports.*

*Subject to change by the foreign country at any time.

SIGNATURES

By signing below, I indicate that I have been informed fully of the risks potentially associated with intercountry adoption.

Adoptive Parent Date

Adoptive Parent Date

AGENCY REPRESENTATIVE Date

State of: _____ County of: _____

Subscribed and sworn to before me this _____ day of _____, 20_____

Notary Public

My commission expires on _____

