

## **ADOPTION SERVICES AGREEMENT**

This agreement between Jane Doe and John Doe and For This Child Inc. (“FTC”), an adoption agency in the State of Texas, is as follows:

### **I. PARTIES TO THIS CONTRACT**

Jane Doe and John Doe (“Parents”) and FTC are sometimes referred to in this Agreement collectively as the “Parties.” Parents want to adopt a child from Kazakhstan. Parents understand that adoption, especially international adoption, is risky and that there are no guarantees. The Parties both acknowledge that circumstances beyond the control of either of the Parties can affect the international adoption process.

### **II. OBLIGATIONS OF FTC**

FTC agrees to provide adoption related services to Parents. These services include, as needed or appropriate:

- Review of Parents’ home study;
- Guidance in Parents’ preparation of an adoption dossier;
- As needed, assist Parents with locating appropriate third party providers so that Parents may obtain counseling services;
- As needed, provide guidance to Parents and their home study providers in obtaining the training required by the Hague Convention on Intercountry Adoption and the corresponding U.S. regulations;
- Guidance in Parents’ application for approval of adoption from the appropriate domestic entity or entities;
- Coordinate program with Hope For Families Adoption and Counseling Services, Inc. (“HFF”) (HFF is a licensed Florida agency that is registered with the appropriate Kazakhstan authorities to submit adoption dossiers. FTC works in partnership with HFF in providing adoption services to those adopting from Kazakhstan. FTC will be in direct contact with in-country service providers at the time adoption services will be provided to Parents.);
- Obtaining and supplying available information to Parents about that child (FTC will provide to Parents all information relating to the child’s medical and/or social condition that is available to FTC);
- Assist in Parents’ attempt to qualify in Kazakhstan as adoptive Parents for the child;
- Assist Parents with travel and immigration arrangements for Parents and the child;
- If necessary and/or appropriate, assist Parents with obtaining post adoption services;
- Provide agency consent or agreement to adoption; and
- Assist Parents with submission of post adoption reports required by the Kazakhstan authorities until such time as Parents are authorized to submit such reports on their own (FTC reserves the right to take all appropriate and legal steps to ensure that Parents timely submit all required reports).

### **III. OBLIGATIONS OF PARENT**

Parents agree to perform the following duties and accept the following responsibilities:

- Pay all fees and costs as specified in this Agreement;
- Cooperate fully with FTC in the adoption process;
- Initiate and complete the home study process (if Parents do not complete a home study within four (4) months of the date of this Agreement, FTC may cancel this Agreement without penalty);
- Advise FTC of any change in family, work address, home address, or health status throughout the adoption process until it is complete;
- As required by the Hague Convention on Intercountry Adoption and the corresponding U.S. regulations, obtain and provide documentation to FTC of at least ten (10) hours of appropriate adoptive parent training;
- Pay all fees associated with preparation and compiling of documents for Parents' dossier;
- If necessary, travel overseas to complete the adoption (Parents are responsible for all travel expenses);
- Make no illegal, unethical, or unauthorized payment(s) to any person or entity involved in the adoption from Kazakhstan, nor make any inquiry to any person or entity as to the feasibility of any such payment(s);
- Initiate no contact with officials in Kazakhstan without the assistance and/or permission of FTC, except as directed by in-country service providers (FTC will honor reasonable requests regarding such contact, subject to the discretion of the in-country service providers);
- Conduct themselves at all times with courtesy and respect for the sovereignty of the Kazakh people and government and refrain from any acts or statements that might embarrass or harm the reputation of FTC;
- Cooperate in post adoption supervision, including fully complying with all post adoption reporting requirements of Kazakhstan;
- Pay all fees associated with post adoption visits and reports, naturalization, adoption finalization, and/or readoption;
- If necessary, after the adoption is completed in Kazakhstan, promptly adopt the child in their state of residence (this is often called "re-adoption") (Parents agree to provide FTC with two copies of the final decree of adoption within thirty (30) days of its entry); and
- Treat, support, and educate their adopted child no differently than they would a biological child born to them (including, but not limited to, inheritance rights).

#### **IV. SELECTION OF CHILD**

Placement of children for adoption in Kazakhstan is done by officials in Kazakhstan in their sole discretion. Parents are under no obligation to accept any child offered to them for adoption. Parents acknowledge that (a) just as biological parents assume the risk that their child may have medical or psychological conditions, adoptive parents also assume such risk, (b) FTC does not and cannot guarantee that there will be no adverse medical, emotional or social conditions relating to the child placed with Parents, and (c) the child may have such conditions that are unknown to FTC. Accordingly, Parents agree not to hold FTC responsible for the medical, emotional and/or social condition of the child.

#### **V. INTERNATIONAL ADOPTION ENVIRONMENT**

Parents acknowledge their understanding that many uncertainties exist during the processing and completion of international adoptions that are outside the control of FTC and those with whom it collaborates in providing adoption services. Accordingly, Parents agree not to hold FTC responsible for delays or other events or complications caused by factors outside its control.

Parents also acknowledge their understanding that FTC cannot and does not assume responsibility for the actions of a foreign government. FTC cannot guarantee that a foreign government entity, institution, Judge, court, or person will not disapprove or invalidate the request of any particular family or individual to adopt a specific child in the country of birth of that child or that any particular foreign country will continue to allow the adoption of children by non-citizens.

Parents further acknowledge their understanding that FTC will make every effort to assure the final adoption and placement of a specific child into the adoptive home but the final authority for approval of the child's adoption and subsequent emigration to the United States is at the discretion of the government and national authorities in the country of the child's birth and of the United States government.

FTC promises to work diligently to make the adoption process as swift as possible and to provide updates to Parents on the status of Parents' adoption as they become available to FTC. However, Parents understand that FTC cannot guarantee a specific time before Parents can take physical custody of a child or for the completion of the adoption process. Parents also understand that FTC cannot guarantee that changes in the law (whether in Kazakhstan or the United States) will not adversely affect their adoption (even when it is already in process).

Parents agree to separately execute an Acknowledgment of Risks and Release and understand that this agreement is not binding on the Parties until they execute the Acknowledgement of Risks and Release.

## **VI. FEES**

Fees for services shall be payable as follows:

### **PROGRAM FEES:**

- Contract fee (to be submitted with this agreement) - \$2,500
- Program fee (to be submitted when the home study is reviewed) - \$1,800
- Refundable Post Adoption Reports deposit (to be submitted with the completed dossier – fully refundable upon timely completion of all specified post adoption reports) - \$1,000

### **IN-COUNTRY FEES:**

- First installment (to be submitted with the completed dossier) - \$9,200
- Second installment (to be submitted in country upon first travel) - \$7,500

**Parents may terminate the adoption process at any time before the adoption is finalized. If Parents terminate the process for any reason(s), all fees incurred to such point are non-refundable. If, however, Parents terminate the process before finalization because of a serious**

**medical issue with the child not known at the time of referral, such fees are transferable to another child referral as specified in the following paragraph.**

If, after this Adoption Services Agreement becomes effective but before the child becomes the legal dependent of Parents, the child is diagnosed with or sustains any condition(s) not known at referral that would substantially alter the child's potential for future good health, Parents will be notified and consulted about whether they wish to continue with the adoption process. If Parents do not wish to continue with the child's adoption and if at that time it is agreeable to both Parties, all agency fees expended by Parents to that date will be transferred to a new child referral within the parameters of the recommendation of the home study. If FTC wishes to make another child referral with Parents but Parents do not want to accept any such referral, Parents will *not* be refunded any fees expended.

Parents also acknowledge their understanding that FTC's obligations to Parents under this Agreement are limited by FTC's legal obligation to act at all times in the best interests of the child and that FTC may terminate the adoption process at any time if FTC determines in good faith that proceeding with the adoption is not in the best interests of the child. Nothing in this agreement obligates FTC to provide any report or consent favorable to Parents if, in FTC's professional judgment and sole discretion, such a favorable report or consent is not warranted. Moreover, the fees paid by Parents to FTC are for adoption-related services rendered on behalf of the child and Parents and are not payment for a child.

Should an escort be required or requested, the fee to have the child escorted to the United States is \$2,000.00, plus all visa fees and travel expenses associated with transporting the child from Kazakhstan to the United States.

## **VII. LIMITED CONFIDENTIALITY WAIVER**

Parents understand and acknowledge that FTC, in the course of providing adoption services, may find it necessary to communicate with third parties to assist Parents or to act in the best interest of the child (whether the child has been identified or not). Accordingly, Parents agree FTC may disclose confidential information to health care professionals or entities, HFF, foreign service providers, social work/home study providers, or governmental agencies with a direct interest in the adoption proceedings (e.g., USCIS, embassies), so long as any such disclosure reveals no more information than is necessary for FTC to provide adoption services (whether to Parents or the child). This provision survives any termination of this Agreement.

## **VIII. MEDIATION, CHOICE OF LAW, FORUM SELECTION, MERGER**

The Parties agree that if any dispute arises between them that they cannot work out, they will attempt to resolve it through mediation. Parents may choose a neutral mediator, subject to FTC's agreement to the mediator.

The Parties further agree that if mediation does not work, any lawsuit relating to this Agreement may be brought only in Dallas County, Texas in a state court of competent jurisdiction, that Texas law will apply, that FTC's liability shall be limited to the total amount of fees paid to FTC by Parents, and that any trial of such lawsuit shall be a bench trial, not a jury trial.

This agreement is the entire agreement between the Parties and may not be modified except in writing signed by both Parties.

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For This Child Inc.  
By Traci Orr, Executive Director

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Jane Doe  
Date

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John Doe  
Date