

## ADOPTION REFERRAL AGREEMENT

### I. RECITALS

This is a Referral Agreement between Jane Doe and John Doe (“Parents”) and For This Child Inc. (“FTC”). This Referral Agreement is supplemental to and does not substitute for or change the Parties’ rights and responsibilities under the Adoption Services Agreement entered into by the Parties.

### II. ACCEPTANCE OF REFERRAL

We, Jane Doe and John Doe, accept the referral for adoption of Baby Doe (“Baby”), born in Guatemala on the 1<sup>st</sup> of June, 2007.

### III. PROCESSING TIME

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

### IV. LEGAL DEPENDENT

From the date Baby’s adoption is complete in Guatemala, Baby shall be considered a legal dependent of Jane Doe and John Doe, who agree to assume full responsibility for all costs of Baby’s care, rearing, education, housing, and medical needs.

Baby is referred to and accepted by Parents with the following diagnosed medical and/or psychological conditions: **none at this time.**

If, after this Referral Agreement becomes effective but before Baby becomes the legal dependent of Parents, Baby is diagnosed with or sustains any condition(s) not known at referral that would substantially alter Baby’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 Baby’s adoption and if at that time it is agreeable to both Parties, all 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. In such event, this Referral Agreement shall be null and void and Parents agree to enter into a new Referral Agreement with FTC upon acceptance of a different referral. 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.

While Parents may terminate the adoption process at any time prior to finalization (exiting PGN), fees incurred to such point are non-refundable and non-transferable if Parents terminate the process for any reason(s) other than a serious medical issue with the child not known at time of referral.

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

**V. POST ADOPTION SUPERVISION**

Parents agree to cooperate with any post placement supervision services required by law, whether provided by FTC or by a home study agency, for a period of at least six (6) months from the date Parents’ adoption becomes final (the “post adoption period”).

Whether or not post adoption supervision is required by law, parents agree to provide at least one post adoption report from a licensed home study agency to FTC. Such home study shall be performed no earlier than two months, and no later than six months, after the first date of the post adoption period.

Parents agree not to transfer custody of Baby to any other parties during the post adoption period. Parents also agree to notify FTC if circumstances arise that would make transfer of custody necessary or advisable.

**VI. ADOPTION IN THE PARENTS’ STATE OF RESIDENCE**

If necessary, Parents agree to act promptly to adopt Baby 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. If adoption in the state of residence is not necessary for a particular adoptive placement, this provision is not binding on the Parties.

**VII. MISCELLANEOUS**

Parents agree to support and educate Baby to the best of their ability, and to treat Baby in all respects as they would treat a child born to them.

Parents acknowledge that FTC may withdraw from the processing of the adoption referral if FTC determines in good faith that the adoption is not in the best interest of the child.

FTC promises to communicate private information about this case only with Parents, Parents’ home study provider, and USCIS, and with no other person (except as necessary to complete the adoption, or to comply with applicable law, or as Parents designate in writing).

Parents understand that the United States government and its embassies abroad do not/cannot become directly involved in the adoption process in a foreign country, except as it relates to the issuance of visas to enter the United States.

By signing this Referral Agreement, Parents indicate their intention to cooperate with FTC in the handling of this adoption.

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For This Child, Inc.                      Date: June 4, 2007  
by Traci Orr, Its Executive Director

\_\_\_\_\_  
Jane Doe  
Date:

\_\_\_\_\_  
John Doe  
Date:

**ACKNOWLEDGMENT OF RISKS  
AND RELEASE**

By our signatures below, we acknowledge that we have read this document, that For This Child Inc. ("FTC") has advised us of risks associated with international adoption, and that we understand those risks and accept the responsibility of becoming adoptive parents.

**I. INTERNATIONAL ADOPTION ENVIRONMENT**

We understand that many uncertainties exist during the process and completion of foreign adoption and that FTC has advised us that individuals and families who desire certainty and predictability in the adoption process and travel experience should seriously consider foregoing international adoption. We also understand that laws and circumstances vary greatly from country to country and that laws and circumstances may change during our adoption process that may make it more difficult, costly, or even impossible for us to complete our adoption, and that FTC is not responsible for such changes.

We have received and reviewed the Guatemala Country Update dated March 2007.

**II. MEDICAL/SOCIAL CONDITION OF ADOPTIVE CHILD**

FTC has advised us, and we understand and acknowledge, that there is always the possibility of an undiagnosed or misdiagnosed condition that a child may have that may not be diagnosed until after the adoption is complete. FTC has promised to make available to us all medical and social records it is able to obtain regarding the adoptive child, but FTC is not responsible for the accuracy of such records and has advised us to consult with a pediatrician/health professional of our choice regarding such records. Moreover, because FTC cannot guarantee that any adoptive child will be healthy, and because FTC has promised to provide us all medical and social records it is able to obtain regarding the adoptive child, we agree not to hold FTC (or its principals, agents, or employees) responsible for the medical, health, social, and genetic risks and attributes of the child.

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Jane Doe  
Date:

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John Doe  
Date: