

## ADOPTION SERVICES AGREEMENT

CHILDREN OF THE WORLD, INC., a licensed Missouri Not For Profit Corporation, with offices at 7911 Forsyth, Clayton, Missouri 63105, hereinafter referred to as "AGENCY", and \_\_\_\_\_ and \_\_\_\_\_ hereinafter referred to as "CLIENTS", hereby enter into this agreement for adoption services.

CLIENTS request international adoption services through AGENCY, a non-profit child placement agency licensed in the State of Missouri. Through this agreement, AGENCY commits itself to work toward the placement of a child as stipulated in this agreement. CLIENTS understand fees paid to AGENCY are for professional services and not for the purchase of a child but rather for services rendered.

The parties further agree to the following terms:

**1. RESPONSIBILITIES OF AGENCY AND CLIENTS:** AGENCY agrees to provide timely and accurate advice, insofar as possible, on the expeditious handling of documents required for international adoption, procedures to be followed abroad, and the status of regulations in the source country and the status of CLIENTS' application for the adoption program. AGENCY will review all documents provided for adoption and advise CLIENTS as to revisions needed or additional material required. AGENCY agrees to use its best efforts to prepare and submit documents on behalf of CLIENTS in a timely and accurate way and to inform CLIENTS of requirements for documentation and travel in a timely and accurate fashion. AGENCY also agrees to keep CLIENTS informed on its activities undertaken in their behalf. AGENCY will use

its best efforts to assure that its contacts in Guatemala will act promptly and expeditiously.

CLIENTS will cooperate in the adoption process by procuring, notarizing, and authenticating all documents necessary for an international adoption when requested by AGENCY, by being honest and thorough in all information supplied to AGENCY, by traveling to the foreign country at the time and place indicated by AGENCY, by providing necessary photos and follow-up reports on the child/children subsequent to the placement, by meeting with AGENCY representatives when requested to do so, and by complying with other AGENCY requirements throughout the adoption process.

**2. STATEMENT OF RISKS:** CLIENTS understand that there is risk in foreign adoption and that while AGENCY will diligently pursue the completion of an adoption for CLIENTS, AGENCY cannot control all aspects of the process nor assure a successful outcome. In the event of any occurrence<sup>1</sup> which impedes the completion of an adoption, AGENCY will work with CLIENTS towards other adoption possibilities. There will be no refund of monies paid. In the case of Guatemala, if a birthmother should decide not to continue with the adoption, CLIENTS will be assigned the next immediate child that becomes available. In this instance CLIENTS will not pay any other agency fees or attorney fees. CLIENTS will, however, be responsible for out of pocket expenses such as DNA testing.

**3. BACKGROUND INFORMATION:** AGENCY will furnish CLIENTS all medical and social information available to it pertaining to any child assigned to CLIENTS, but cannot guarantee the total completeness or accuracy of such information. CLIENTS understand that

---

<sup>1</sup> An occurrence can include, but is not limited to such things as the country closing adoptions or a change in the adoption law that would make it impossible for clients to adopt.

their child could arrive with undiagnosed physical, emotional, and/or developmental problems.

**4. AGENCY FEES:** CLIENTS agree to pay AGENCY the sum of \$26,500.00 for adoption services in connection with the adoption of one child. CLIENTS understand that no further case progress will take place when any fees are past due. Fees for the adoption of more than one child shall be established prior to the acceptance of an assignment.

**5. FEE BREAKDOWN:** The above fees include the foreign source fees, foster care and certain in country expenses. Payment shall be as follows, \$6,500.00 upon the execution of the contract, \$10,000.00 upon assignment and \$10,000.00 when the case enters the Ministerio Publico (also referred to as PGN) or U.S. Embassy preapproval has been issued. CLIENTS acknowledge that AGENCY can not control fees charged by foreign courts, attorneys, foundations, institutions and sources, that said fees may fluctuate at any time without warning. Any and all in country increases must be assumed by the CLIENTS, regardless of the amount agreed upon in this contract. The CLIENTS also agree to pay any medical costs incurred in the care of their adoptive child prior to placement. CLIENTS acknowledge and understand that AGENCY can not specify any time frame for completion of the adoption after the assignment has been made because each adoption is subject to and governed by the laws of the country of the child's origin and the immigration laws of the United States. AGENCY has no control or notice over said laws or changes in said laws. Should CLIENTS choose to withdraw from the international adoption program after an assignment has been made, for any reason, all fees paid to AGENCY and its foreign sources will have been deemed earned by AGENCY and its foreign source, and no refunds of any nature shall be paid or due. CLIENTS understand that AGENCY

is unable to guarantee that no new categories of charges will be required, or guarantee that dates scheduled for overseas trips may not be canceled or rescheduled because of events beyond its control. AGENCY can not be responsible for unused tickets or airline penalty fees. All such costs are the sole risk and responsibility of CLIENTS. Should for any reason the adoption take longer than six months, CLIENTS will be responsible for foster care beyond the first six months at the rate of \$450.00 per month.

**6. ADDITIONAL EXPENSES:** CLIENTS understand that the following expenses are not included in either AGENCY's fees or the foreign source fee and therefore will be the sole responsibility of CLIENTS: police clearance fees, authentication fees, courier fees, visa fees, travel to and lodging in the source country, passport fees, pictures and foster care fees where applicable. These fees will be billed to CLIENTS. In some instances, the foreign source fee may increase during the pendency of the adoption due to some unforeseeable situation. AGENCY will do everything within its power to prevent any increase in fees.

**7. FOREIGN MEDICAL EXAM:** CLIENTS understand and acknowledge that any child or children assigned to them by AGENCY may be examined by doctors of their own choosing in the foreign country prior to the adoption being finalized. CLIENTS accept full responsibility for the adequacy and cost of any medical examination. CLIENTS understand that AGENCY cannot guarantee the future health or medical condition of the adopted child.

**8. CLIENTS' RESPONSIBILITIES WHILE OVERSEAS:** CLIENTS understand that AGENCY cannot predict the length of time that CLIENTS will be overseas but will do everything in its power to expedite the process and the timely placement of the child. CLIENTS

agree to act in a mature and appropriate manner while in the foreign country. CLIENTS will be respectful of the professionals with whom they work knowing that they have CLIENTS' best interest at heart. CLIENTS realize that while they are overseas they represent all adoptive couples in the present and in the future and that their actions can directly affect and impact other adoptions occurring in the foreign country. In its relations with foreign and domestic officials, AGENCY undertakes to represent CLIENTS in such a way as to assure the most favorable treatment available under applicable laws and regulations.

**9. CLIENTS' COMMITMENT TO AGENCY:** CLIENTS agree not to pursue other possible child placement through other sources or agencies while this contract is in force. If CLIENTS receive a child assignment through any source other than AGENCY, CLIENTS' case will be closed and all fees and expenses due to AGENCY and the foreign source at that time will be promptly paid. All fees previously paid will be retained by AGENCY or the foreign source and no refunds will be issued.

**10. UNEXPECTED PREGNANCY:** If CLIENTS conceive during any part of the adoption process, they agree to advise AGENCY immediately. Together with CLIENTS, AGENCY will assess the impact of the birth of the biological child on the prospective adoptive child and CLIENTS. If it is determined by the AGENCY that the pursuit of the adoption should not proceed concurrently with the pregnancy, the AGENCY can terminate the adoption process. The mere fact of the pregnancy does not automatically terminate the process in and of itself, AGENCY will review all relevant circumstances regarding the pregnancy. In the event of termination, with AGENCY's approval, CLIENTS may reapply and begin a new adoption process

nine months after the birth of the biological child. New fees will apply.

**11. INTERRUPTION OF ADOPTION SERVICES:** If, at any time upon the execution of this contract and/or during the adoption process, CLIENTS decide to interrupt the adoption procedure, all fees and expenses due to AGENCY and in the source country at the time of the interruption must be promptly paid and no refunds will be given. All said fees shall be deemed to have been earned. If the case is reactivated, the family will sign a new Adoption Services Agreement. AGENCY may interrupt the process if, in its professional judgment, the placing of the child shall be detrimental to the best interest of the child

**12. TERMINATION OF ADOPTION SERVICES:** CLIENTS understand that AGENCY retains the right to terminate its adoption services at any time based upon the Agency's judgment if it is deemed by the AGENCY that the placement of said child would not be in the child's best interest. In the event of such termination, all fees payable to AGENCY and/or foreign sources for services rendered and expenses incurred on behalf of CLIENTS shall be promptly paid in full. No refunds will be made of any fees or expenses already paid to AGENCY and/or foreign sources. Situations in which the termination of adoptive services may be considered include, but are not limited to, change in family structure, such as separation, divorce, or death of a family member, instability in employment or other financial problems, health problems which might adversely affect the placement of a child with CLIENTS at that time, criminal or other legal problems or CLIENTS providing false information.

**13. NO GUARANTEE OF PLACEMENT:** This Agreement is not intended to guarantee placement of a child. Efforts to adopt children from a foreign country may involve

circumstances which are beyond AGENCY'S control which may interfere or interrupt the adoption process. AGENCY takes all reasonable precautions to anticipate and avoid such risks, but cannot assure its efforts will always prove successful. CLIENTS understand that placement of a child is not guaranteed but will use its best efforts to secure a successful adoption.

**14. REPORTS TO FOREIGN COUNTRY:** CLIENTS understand that foreign countries normally require periodic reporting on the progress of the adoptive placement for a designated period of time until the minor child reaches the age of majority. CLIENTS agree to provide written reports, physician's medical statements, photographs and other requested documentation, as well as attend in person meetings at AGENCY'S offices or elsewhere arranged at the mutual convenience of AGENCY and CLIENTS.

**15. POST-PLACEMENT SUPERVISION:** It is the policy of the AGENCY to require three Post placement visits within six months after the completion of the Adoption in the foreign country. The post placement procedure/policy includes, but is not limited to the following, "In Home" supervisory visit by an agency social worker within 14 days of the family's return to the U.S.A. Thereafter, bi-monthly visits by an agency social worker in home or at the agency office until the three post placement visits take place. This period may be extended as deemed necessary by the department of social services of the family's home state or AGENCY. This extension is generally determined prior to placement; however, due to the vast areas of concern for the child, the extension determination can be made after placement of the child. CLIENTS will also provide yearly reports with pictures until the child reaches the age of emancipation. The reports shall include letters from the CLIENTS containing information as to

the child's progress in school and integration with the family.

**16. FINALIZATION AND NATURALIZATION:** CLIENTS understand, acknowledge and agree that when the final adoption decree has been granted by the foreign court the child becomes their absolute and sole responsibility. Immediately following the satisfactory completion of the required post-placement supervisory period, CLIENTS will seek to finalize the adoption in their local court. Following the receipt of the local adoption decree, CLIENTS may seek to naturalize their child as a United States citizen. CLIENTS shall provide AGENCY with copies of any readoption order issued by their home state.

**17. STATEMENT OF FINANCIAL RESPONSIBILITY:** CLIENTS agree to assume financial responsibility for the expenses for replacement of the child in the event a disruption caused by the family should occur prior to adoption or readoption in the local jurisdiction. Should the adoption be completed in the foreign country but CLIENTS decide not to bring the child home, CLIENTS shall be responsible for foster care in the sum of \$450.00 per month until the child is placed with another family. CLIENTS agree to cooperate with the execution of any documents necessary to effectuate the adoption.

**18. WAIVER OF CLAIMS:** CLIENTS hereby waive any and all claims they may have now or in the future against AGENCY and its directors, officers, employees and agents, including doctors. We agree to hold AGENCY and its directors, officers, employees and agents, including doctors, harmless against any claims known or unknown now existing or in the future, which may arise out of this agreement, receipt of services from, or adoption through AGENCY.

**19. CONFIDENTIALITY:** CLIENTS' files will be kept strictly confidential except when

information must be provided to appropriate third parties during the adoption process. In this case, AGENCY shall disclose both positive and negative information. The necessity to disclose said information shall be at the exclusive discretion of the AGENCY.

**20. ACCURACY OF APPLICATION:** CLIENTS state that all data provided as part of their application and all data to be provided during all aspects of the adoption process are and will be true and complete to the best of their knowledge.

**21. REVIEW OF AGENCY DOCUMENTS:** CLIENTS promise to review all documents and information provided by AGENCY and to discuss any questions they may have about their contents. CLIENTS understand that AGENCY will expect them to comply with all requirements set forth in the documents provided. CLIENTS represent and acknowledge that they have read and understand this agreement and accept it as policies and conditions for working with AGENCY.

**22. REMOVAL OF CHILD:** CLIENTS acknowledge that AGENCY has the right to report any and all evidence of child abuse or neglect to the juvenile court or other appropriate agency. In the event the child is removed from the home, CLIENTS may be ordered to pay support for the minor child by a court of competent jurisdiction.

**23. CHILD'S FUTURE PERSONALITY:** AGENCY cannot predict an adoptive child's future personality, medical problems, learning disabilities, appearance or inherited characteristics. Adoptive parents further acknowledge that non-identifying information provided by and through AGENCY may be incorrect because any medical and social history information is provided by the birth parent(s).

**24. CONTACT WITH THIRD PARTIES:** CLIENTS agree not to contact any third parties to intervene on their behalf in any manner relative to the adoption without the express written consent of the AGENCY. Should CLIENTS breach this part of the agreement, AGENCY shall have the right to nullify the contract and CLIENTS will forfeit all fees paid to date. CLIENTS shall not contact AGENCY'S foreign sources during and after the adoption process without the express consent of the AGENCY.

Client: \_\_\_\_\_

Date: \_\_\_\_\_

Client: \_\_\_\_\_

Date: \_\_\_\_\_

**CHILDREN OF THE WORLD, INC.**

By: \_\_\_\_\_  
Rodolfo Rivera  
CEO

Date: \_\_\_\_\_