

Adopt Abroad, Inc.
1424 North 2nd St. Harrisburg, PA 17102

Sample International Adoption Agreement

Agreement made this _____ day of _____ 2012, by: _____
residing at: _____

_____ (herein referred to as Adoptive Parents) and Adopt Abroad Inc., (herein referred to as Agency, a licensed, non-profit corporation, organized under the laws of the State of Pennsylvania.

Witnesseth:

Whereas, Adoptive Parents desire to adopt a child from _____ and, whereas, Adoptive Parents desire to engage the service of the Agency to assist them in locating, securing the placement and/or adoption of such child, now therefore, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Agency shall be paid by Adoptive Parents, the sum of \$ (varies by country program) for assisting in the adoption of one child. The fee breakdown is outlined on page 29. The fees will be paid and earned as follows:

(a) The sum of \$ _____ U.S. dollars, via certified or bank check or bank transfer made payable to Adopt Abroad, Inc., will be deemed earned by the Agency at the signing of this Agreement

(b) The second adoption fee \$ _____ U.S. dollars shall be paid via certified or bank check or bank transfer made payable to Adopt Abroad, Inc. and deemed earned at the time of the submission of the dossier to the agency. These fees are used for the services of the facilitator, donation to the orphanage and charitable projects in country.

(c) The third payment of \$ _____ U.S. dollars shall be paid to the agency upon acceptance of a referral or the in case where the family chooses to travel to view children prior to accepting a referral, upon notification of the family being approved and accepted by the orphanage as adoptive parents.

(c) In country fees such as hotel, lodging, pick up/drop off from airport, additional medical evaluations, passports and any fees required to be paid to the USCIS are the parent's responsibility.

(d) No portion of the fee will be returned to Adoptive Parents if they elect not to adopt.

(e) There is no refund of any Agency fee or portion of it once it is deemed earned.

(f) If an adoption cannot be completed due to changes in the law in the international country, any uncommitted/unused fees can only be transferred to another international program.

(g) If family elects to put their adoption plans on hold, funds paid will be held for a period of one calendar year. After one year, the adoption will be considered abandoned and all fees paid will be non-refundable and not eligible for transfer to any other adoption program.

(h) I/we waive any claim to any interest earned on any sum held in escrow by the Agency and direct that it be retained by Adopt Abroad, Inc.

2. The fees paid by Adoptive Parents to Agency are for services rendered as per this contract and do not apply to any fees, costs or expenses they will incur in the foreign country.
3. No portion of fees paid to Agency are for legal services and/or costs in the registering or finalization of the adoption in a state court of the United States and/or for obtaining United States citizenship. Families must supply the Agency evidence of the child's re-adoption (if required) & U.S. citizenship.
4. The various governmental agencies in _____ to which Adoptive Parents will be referred, are not employed by nor are agents of the Agency, and therefore, the Agency will not be responsible in any way for the actions of the foreign authorities.
5. Trips to and from hotel, airport, shopping or sight-seeing trips, and other costs such as lodging and meals are not included in the fees.
6. Adopt Abroad, Inc. requires post placement visits. The post placement visits vary according to country requirements and will be detailed in the specific adoption program flyers. If parents are working with another agency for their home study, then families must provide evidence of pre-payment of post placement services. Overseas families will receive a best estimate for the total expense (travel & post placement) for the post placement fees. Adoptive parents by accepting this contract agree to comply with any and all requirements of the agency.
7. For countries requiring registration of the adoption at their Consulate, the Adoptive Parents are required to provide the Agency with a copy of the said registration.
8. Adoptive Parents shall not use, duplicate, release, reveal, share or otherwise divulge or disseminate any information from the Agency divulged during and/or after the adoption process.
9. Agency is not responsible for the personal safety or personal property of the Adoptive Parents and/or adoptee, at any time during the adoption process.
10. Agency is not responsible to Adoptive Parents for any foreign fees, expenses, travel expenses, and/or costs of any kind or nature incurred in the event an adoption is not finalized in the foreign country.
11. Families must divulge any previous or concurrent home studies and/or applications for adoption with other agencies. Families are required to be completely honest in their dealing with the Agency and failure to do so could result in termination of the adoption contract and loss of fees paid.

Binding Arbitration Agreement

Any dispute arising out of or relating to Adoption or Adoptive Parents adoption shall be governed by or controlled by this Adoption Services agreement including any supplements to the adoption contract and is subject to binding arbitration including the validity of this Arbitration provision. Any dispute will be resolved by arbitration in accordance with the Pennsylvania Rules for Alternative Dispute Resolution (Arbitration Rules).

IN WITNESS WHEREOF, the parties, intending to be legally bound, have set their hands and seal the day and date first above written.

Adoptive Parents

(signed) _____ (L.S.) date: _____

(signed) _____ (L.S.) date: _____

NOTARY:

FOR ADOPT ABROAD, INC.

Summary of Policies & Waivers

Disclosure of Risks/Assumption- Summary

Adoptive Parents voluntarily accept all risks associated with the International Adoptive Parents accept the adoptee and hold the Agency, its directors, officers, and employees harmless. Agency is not responsible for the personal safety or personal property of the Adoptive Parents and/or adoptee, at any time during the adoption process.

Grievance and Dispute Resolution –Summary

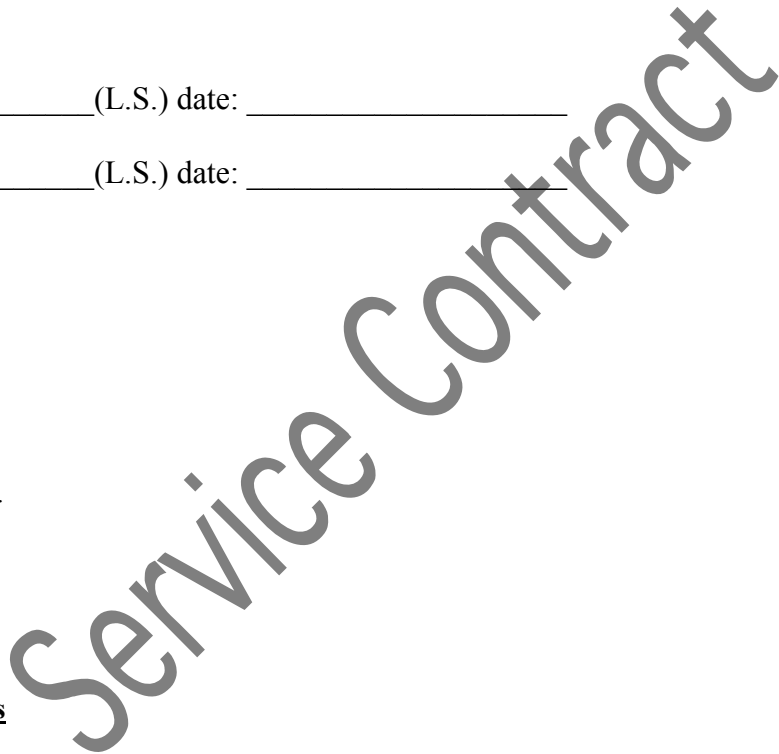
The parties agree that any dispute, controversy or claim arising from or in connection with this agreement or its performance by either party shall be decided exclusively by Binding Arbitration to be held in Dauphin County, Pennsylvania.

Post Placement Requirements- Summary

Families are required to comply with the required post placement supervision. Each country has specific post placement which will be detailed to the client. Adoptive families must supply Adopt Abroad evidence of pre-payment of the services.

Fees for Additional Children- Summary

Families seeking to adopt more than one child will be provided with a cost breakdown specific to that adoption program.



Disruption/Dissolution of Adoption

Adoptive families will be provided a copy of the agency's policy in the event of disruption (adoption not finalized) or dissolution (final adoption). The adoptive family remains financially and legally responsible for the child until the time another family has adopted the child. Adopt Abroad will notify the Central Authorities both in the USA and the foreign country regarding the dissolution and status of the child. The child cannot be returned to country of origin without written approval from Agency and the applicable foreign governmental authorities.

Policy on Donations and Gratuities- Summary

Gratuities or payments are never to be used to influence the client application, selection of a child or decision regarding a client's adoption. In order to maintain the highest integrity any donations will be held in escrow by the agency until the adoptive family's adoption process has been completed.

Policy on Non-Interference- Summary

We hereby request that you, the adoptive family, channel all communications through the agency. If at any time our foreign facilitators or the agency feels that a family is not cooperating or becomes uncomfortable, they could cease to work on your adoption.

Clients Rights & Responsibilities- Summary

Clients will be provided with a written copy of the agency's client's rights & responsibility policy.

Adoption Education- Summary

Adopt Abroad requires that families complete a minimum of 10 hours of adoption education as per Hague requirements. Some countries may require additional educational requirements. Families will be provided with the country specific requirements for their adoption program.

Fee Break Down

Families will be provided with a written cost breakdown for their international adoption program. Internationally based families may be charged an additional surcharge due to their location.

Sample Service Contract