



**INTERNATIONAL PROGRAM AGREEMENT
For Adoption from <Name of Foreign Country>**

THIS AGREEMENT is made on ____ day of _____, 20__, by Adoptions Together, Inc., a Maryland corporation (herein "AT"), and _____ and _____, a married couple whose address is _____ (herein "Adoptive Parents").

Recitals

WHEREAS, AT is approved by the <name of foreign governmental agency that approves agencies to work in foreign county> to provide adoption services for children who are available for adoption by United States citizens; and

WHEREAS, the Adoptive Parents desire to adopt a child from <name of foreign country> and have submitted an application to AT for adoption placement services.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree:

1. Fees and Charges. In addition to any fees paid to Adoptions Together for home study, post placement, domestic placement, counseling, training or other services, the following fees and charges shall be paid to AT in accordance with the schedules set forth in this Agreement.

a. Adoption Services Fee. The minimum payment for services to be rendered by AT pursuant to this Agreement is <Total amount of Adoptions Services Fee> (\$_____). All fees paid pursuant to this sub-section shall be non-refundable when paid. Payment shall be made in accordance with the following schedule:

i. The sum of <Amount of fee paid at time of application> (\$_____.) shall be paid to AT for adoption services when the Adoptive Parents submit their application for adoption placement services to AT.

ii. The sum of <Amount of payment due with contract execution> (\$_____.) for adoption services shall be paid to AT when this agreement is signed.

iii. The sum of <Amount of payment due with submission of dossier> (\$_____.) for adoption services shall be paid to AT when the completed dossier is submitted to AT.

iv. The balance of the Adoption Services Fee shall be paid to AT when the Adoptive Parents accept the referral of a child for adoption.

b. Foreign Country Program Fee. In addition to the fees set forth in paragraph 1.a of this Agreement, the sum of <Amount of Foreign Country Program Fee> (\$_____.__) shall be paid to AT for the services of its foreign staff, government fees, and orphanage donation, if required. This fee shall be paid to AT when the Adoptive Parents accept the referral of a child for adoption.

i. Changes in Foreign Country Program Fee. The Foreign Country Program Fee is subject to change at any time for reasons including, but not limited to, fluctuations in the exchange rate for the United States dollar and changes in fees charged by governmental authorities.

ii. Refund of Foreign Country Program Fee. In the event that the circumstances of a child who has been accepted for adoption change and the child is no longer available for adoption prior to the Adoptive Parents' travel to the foreign country, the Foreign Country Program Fee shall be refunded to the Adoptive Parents, or, at the option of the Adoptive Parents, shall be applied to the adoption of another child from <Name of the Foreign Country>.

If an identified and accepted child remains available for adoption but after traveling to meet the child, the Adoptive Parents decide not to adopt the child, the Foreign Country Program Fee may be applied to the adoption of another child or, at the option of the Adoptive Parents, may be refunded to the Adoptive Parents, less any expenses already incurred by the foreign staff. In such event, AT will provide to the Adoptive Parents a statement that details all expenses deducted from the Foreign Country Program Fee.

If, after traveling to meet the child, the adoption of the child is not completed because of changes in the laws or policies of <Name of Foreign Country> that effectively prohibit the Adoptive Parents from adopting another child from <Name of Foreign Country>, the Foreign Country Program Fee, less any expenses already incurred by the foreign staff, shall be refunded to the Adoptive Parents. In such event, AT will provide to the Adoptive Parents a statement that details all expenses deducted from the Foreign Country Program Fee.

c. Translation, Certification, and Dossier Registration Expenses. The sum of <Total Cost for Dossier Translation> (\$_____.__) shall be paid to AT for translation of the Adoptive Parents' dossier. The sum of <Cost of Document Certification> (\$_____.__) shall be paid to AT for each document in the Adoptive Parents' dossier that requires certification. The sum of <Cost of Dossier Registration with Foreign Government, if any> (\$_____.__) shall be paid to AT for

registration of the Adoptive Parents' dossier with the foreign government authorities, if required. These funds shall be paid when the Adoptive Parents' dossier is submitted to AT. These funds are non-refundable once the translations and certifications have been completed.

d. Post Adoption/Post Placement Supervision Fees. The Adoptive Parents shall pay for all post adoption/post placement reports and visits prior to traveling to <Name of Foreign Country> to complete the adoption of the child. (See, Section 16, *Post Placement Requirements.*) Proof of pre-payment must be submitted to AT prior to travel.

If AT completed the Adoptive Parents' home study, the Adoptive Parents shall have all post adoption/post placement visits and reports completed by AT. The fee for each visit and report is <Cost of AT Post Adoption/Post Placement Visit and Report> (\$____.____) if completed by AT. If post placement supervision and reports are completed by any other agency, AT will transfer to the designated agency any post adoption/post placement fees not yet expended. The Adoptive Parents agree to pay to the designated agency any additional costs that may be due. This fee is refundable only if the post adoption/post placement reports are not completed because the adoption does not take place or the adoption is disrupted.

In addition, the Adoptive Parents shall pay to AT the sum of <Cost of Translating Post Adoption report> (\$____.____) for the translation of each post adoption/post placement report. This charge is not refundable once the translation has been undertaken.

2. Adoptive Parents' Preparation. The Adoptive Parents shall undertake such parenting preparation as shall be required by AT and the Universal Accreditation Act to adequately prepare themselves and their home for the adoption of a child from <Name of Foreign Country>. Such preparation shall include, but not to be limited to, timely and successful completion of an adoption home study by a child placement agency properly authorized to provide such services and education about the issues involved in the developmental and social adjustment of foreign born adopted children to their adoptive families and new homes in the United States. The home study shall approve the Adoptive Parents for the adoption of a specified number of related or unrelated children from specified geographic areas within defined ages, medical and developmental conditions.

3. Adoptive Parents' Dossier. The Adoptive Parents shall submit such documentation to AT as shall be identified by AT and the foreign staff as necessary for the approval of the Adoptive Parents to adopt a child from <Name of Foreign Country>. The requirements for specific documents may change from time to time. AT shall make reasonable, good faith efforts to identify the necessary documents and shall provide this information to the Adoptive Parents in a timely manner. Similarly, the manner of authentication required for such documents may change from time to time. AT shall make

reasonable, good faith efforts to identify the manner of authentication required and shall provide this information to the Adoptive Parents in a timely manner.

All documents submitted to AT as part of the Adoptive Parents' dossier become the property of AT. AT agrees to use any and all such documents solely for the purposes set forth in this agreement. Upon request by the Adoptive Parents, AT will make reasonable good faith efforts to return any and all such documents to the Adoptive Parents, but AT does not warrant that it will be able to return any or all of the requested documents. The Adoptive Parents agree to pay all costs associated with the return of their dossier.

4. Change in Adoptive Parents' Circumstance. Prior to the completion of any adoption under this Agreement, the Adoptive Parents agree to notify AT immediately (but in no event later than five (5) days after the event requiring notification) of any significant change in their circumstances as described in their home study report, including but not limited to, the following: pregnancy; adoption of another child; serious illness or death of either Adoptive Parent or other individual residing in the Adoptive Parents' home; marital separation; decision by either Adoptive Parent not to adopt any child; arrest, criminal charge or criminal investigation of an Adoptive Parent or other individual residing in the Adoptive Parents' home; or loss of employment by either Adoptive Parent. Upon receipt of any notice received pursuant to this section, AT, in its discretion, may continue this Agreement, terminate this Agreement or offer to modify its terms. If an offer to modify this Agreement is extended by AT and rejected by the Adoptive Parents, AT may terminate this Agreement. Failure of the Adoptive Parents to provide any notice to AT required under this section shall allow AT to immediately terminate this Agreement. Any termination shall be completed in accordance with the procedures set forth in Paragraph 22 hereof.

5. Referral of Child. The Adoptive Parents shall inform AT of the age, sex and health characteristics they desire their adoptive child to possess. AT does not allow parents to choose characteristics of skin, eye, or hair color of the child. AT will provide information to its foreign staff and/or the governmental agency in the foreign country that is responsible for identifying a child for adoption referral about the gender, health and age of the child whom the Adoptive Parents wish to adopt. **Neither AT nor its foreign staff make any representations, promises and/or guarantees that a child having the requested characteristics will be available for adoption, identified by the foreign governmental agency or AT's foreign staff or will be adopted by the Adoptive Parents.**

Identification of a child to the Adoptive Parents for referral is within the sole discretion of the foreign governmental agency with the possible assistance from AT's foreign staff. Neither AT nor its foreign staff make any representations that a healthy child will be referred to the Adoptive Parents.

Upon receipt of information that a child has been identified for referral to the Adoptive Parents, AT shall promptly inform the Adoptive Parents that a child has been tentatively identified. AT shall provide the Adoptive Parents with all information available to it about the child, including any and all photographs, videotapes, medical and developmental records within the possession of AT.

The information shall be provided to the Adoptive Parents as soon as it becomes available to AT, but in no event shall the information be provided to the Adoptive Parents less than the sooner of two weeks prior to the adoption, placement for adoption or the Adoptive Parents' traveling to the foreign country. If the medical information contains summaries based on underlying medical records, AT shall make good faith reasonable efforts to obtain the underlying medical records and provide these to the Adoptive Parents.

If AT receives untranslated medical records or documentation relating to the child, the agency will make these documents available to the Adoptive Parents to be translated at their own expense.

Neither AT nor its foreign staff make any representations, promises, and/or guarantees that information provided by foreign officials about specific children is complete or accurate.

6. Medical and Developmental Condition of Child. AT shall provide the Adoptive Parents with all information available to it about the medical and developmental condition of the child. AT will not withhold or misrepresent to the Adoptive Parents any or all medical, social or other pertinent information about a referred child. When available, AT will provide information to the Adoptive Parents for contacting any examining physician or other individual who made observation that were reported to the physician, upon request of the Adoptive Parents.

If information about the child is provided to AT by any entity other than the foreign authorities, AT will make reasonable efforts to provide the Adoptive Parents with the following information:

- a. The name and credentials of the examining physician or other individual who observed the child and reported information about the child;
- b. The date of the examination, how the report's information was retained and verified and whether any individual directly responsible for the child's care has reviewed the report;
- c. If the medical information includes references, descriptions or observations made by any individual other than the physician who performed the examination, or the individual who performed the observation, the identity of that individual, the individual's training, and information on what data and perceptions the individual used to draw his conclusions;
- d. A review of hospitalizations, significant illnesses or other significant medical events and the reasons for them;

- e. Information about the full range of any tests performed on the child, including addressing known risk factors in the child's country or origin; and
- f. Current health information.

Neither AT nor its foreign staff make any representations, promises and/or guarantees that the medical and/or developmental information is accurate or that the information provides a complete description of the physical and/or developmental characteristics of the child. The Adoptive Parents acknowledge that all children identified as available for adoption through AT's International Program are cared for in orphanages, foster care and/or hospitals. These facilities are operated below the standards of care typically provided in Western countries. The shortage of properly trained medical personnel, educational resources, medical care and equipment to properly care for the children who reside in orphanages, foster care and hospitals result in the children being at higher risk of illness and disability. Congregate care in orphanages and care in foster homes are below standards of care in the United States. Many children available for adoption through AT's international adoption program have experienced abuse and neglect, including sexual abuse. All children who are available for adoption through AT's international adoption program are expected to exhibit some degree of developmental delay. Such illness and/or impairment may or may not be identifiable or observable at the time the child is identified for adoption or is subsequently adopted by the Adoptive Parents. **In the event that an illness or other physical or developmental impairment is identified in the child after the adoption becomes final, the Adoptive Parents are solely responsible for the care and treatment of the child and hereby acknowledge that the adoption cannot be set aside. The Adoptive Parents acknowledge that all medical and developmental problems cannot be identified prior to the adoption and specifically assume the risk of any medical and/or developmental problems that are diagnosed after the adoption of the child is completed.**

7. Information about Identified Child. AT will make reasonable good faith efforts to obtain comprehensive and accurate medical and developmental information about an identified child. AT will share with the Adoptive Parents all information it receives about an identified child. Nonetheless, despite the reasonable and good faith efforts of AT, it is likely that there will be additional historical, medical and/or developmental information about an identified child that will not be obtained by AT. In some cases, this information will be shared with the Adoptive Parents by foreign authorities at the time the family travels to adopt the child. **The Adoptive Parents acknowledge that they may receive additional information about the developmental and/or medical condition or history of an identified child during the process of the adoption in the child's country and specifically assume the risk that they may not have complete or accurate medical and/or developmental information about an identified child prior to traveling to complete the adoption.**

If specific medical or developmental information requested by the Adoptive Parents is not routinely available, AT will make reasonable, good faith efforts to obtain such information.

If there are additional costs associated with obtaining such medical or developmental information, the Adoptive Parents agree to pay these costs.

8. Acceptance of Referred Child. Adoptive Parents shall have a minimum of two weeks to consider whether to accept the referral of a child before the referral may be withdrawn. Within a reasonable time of receipt of information about an identified child from AT, the Adoptive Parents shall inform AT whether they desire to proceed with the adoption of the child. Acceptance of a child for adoption is within the discretion of the Adoptive Parents and under no circumstances shall the Adoptive Parents be required to accept the referral of a child whom they do not wish to adopt. If the Adoptive Parents chose not to adopt a referred child, the Adoptive Parents shall provide a written letter of explanation addressed to the foreign authorities and to submit the same to AT. AT agrees to transmit the letter to the foreign authorities and to make good faith efforts to obtain another referral for the Adoptive Parents. The Adoptive Parents acknowledge, however, that the foreign authorities have total discretion about when and whether to refer another child to the Adoptive Parents. **Neither AT nor its foreign staff make any representations, promises and/or guarantees that another child will be referred for adoption to the Adoptive Parents.**

If, in the opinion of AT, the Adoptive Parents exhibit a pattern of rejecting referred children whose characteristics reasonably match those desired by the Adoptive Parents, AT may terminate this agreement and cease providing services to the Adoptive Parents. In such event, AT will notify the Adoptive Parents in advance of the intended termination and will offer the Adoptive Parents the opportunity to meet with the International Program Director and the Executive Director to attempt to resolve any issues related to the referral and acceptance of a child.

In the event that the Adoptive Parents desire to adopt the child, AT shall promptly notify the foreign authorities that the Adoptive Parents wish to proceed with the child's adoption. **Neither AT nor its foreign contacts make any representations, promises and/or guarantees that an identified child will remain available for adoption by the Adoptive Parents.** The availability of any child for adoption depends upon many factors that are beyond the control of AT and its foreign staff. These factors include, but are not limited to, the availability and interest of birth relatives and other native individuals who may desire to adopt the child, the laws, policies and practices of the foreign country and the locality where the child is living and the continued health of the child.

9. Health Insurance for Child. Prior to traveling to the foreign country to complete the adoption of a child, the Adoptive Parents shall provide AT with appropriate evidence that health insurance will be provided to the child immediately upon the completion of the adoption in the foreign country.

10. Travel requirements. In most cases, at least one Adoptive Parent must travel to the foreign country to complete the adoption. AT shall promptly notify the Adoptive Parents when it receives notice that the Adoptive Parents may travel to complete

the adoption. The Adoptive Parents shall make arrangements for travel to the foreign country to complete the adoption. AT shall be available to assist in making travel arrangements; however, **all expenses associated with such travel shall be the sole responsibility of the Adoptive Parents.**

11. Lodging, Meals, Translation Services and Health Care in the Foreign Country. AT and its foreign staff shall assist in arranging for translation, lodging and board for the Adoptive Parents while staying within the foreign country. **The cost of lodging, meals, translation, transportation and tourism shall be the sole responsibility of the Adoptive Parents.**

Living and social arrangements in the foreign country may be less comfortable than those to which citizens of the United States are generally accustomed. The Adoptive Parents acknowledge that social customs and living standards of international cultures are quite different from American standards and further acknowledge that they should remain flexible and understanding about the cultural differences that they may experience.

AT and its foreign staff will make translation services available to the Adoptive Parents as needed throughout the adoption and immigration process in the foreign country. AT and its foreign staff will assist the Adoptive Parents through the adoption and exit visa process.

In the event that the Adoptive Parents require medical care during their travel to the foreign country, AT and its foreign staff will provide assistance in securing such care. The Adoptive Parents agree to pay all costs associated with the provision of such care.

12. Adoption and Placement of Child in Foreign Country. At least one of the Adoptive Parents must be present in the foreign country to complete the adoption. After meeting and observing the child, the Adoptive Parents shall advise the foreign staff whether or not they desire to proceed with the adoption. Acceptance of any child for adoption is within the sole and complete discretion of the Adoptive Parents; however, the Adoptive Parents shall not arbitrarily withhold their acceptance of a child who meets the criteria they previously set forth in their request for a child. Upon receipt of information that the Adoptive Parents desire to adopt the child, AT's foreign staff shall arrange for the legal proceedings necessary to complete the adoption. **Transfer of physical custody of the child to the Adoptive Parents shall be arranged by AT within its discretion and in conjunction with the foreign authorities. Placement shall take place in a secure and safe environment that minimizes discomfort to the child.**

13. Permission for Child to Travel to United States. Upon completion of the adoption or guardianship of the child, the Adoptive Parents and the child shall travel to the appropriate United States consulate to obtain permission for the child to emigrate to the United States. The Adoptive Parents agree to have the child examined at a medical clinic approved by the United States Department of State and to do all things necessary to obtain approval for the child's immigration.

14. Legal Effect of Foreign Adoption. Upon the completion of legal proceedings necessary for the adoption of the child in the foreign country, the Adoptive Parents shall assume all legal obligations and responsibilities toward the child as if the child had been born to them. The legal proceedings shall be deemed to have been completed when the legal and/or governmental procedures to approve the adoption are complete and shall not include any appeal period that may follow. The Adoptive Parents hereby acknowledge that any appeal period following the completion of an adoption shall not entitle them to overturn the adoption, but instead understand that any appellate rights that may exist are for the sole benefit of citizens of the child's native country. The Adoptive Parents agree to accept and fully carry out their legal obligations toward the child including, but not limited to, providing appropriate housing, food, clothing, and medical care to the child. Under no circumstances may the adoption of the child be set aside in the foreign country by the Adoptive Parents. The Adoptive Parents agree to complete all steps necessary to accomplish the immigration of the adopted child to the United States.

15. Length of Stay in the Foreign Country. The exact length of time that the Adoptive Parents will be required to stay in the foreign country to complete the adoption are determined by factors that are not within the control of Adoptions Together. Therefore, it is not possible to predict with specificity the length of time that will be required for the Adoptive Parents to obtain permission for the child to enter the United States or whether more than one trip will be required. Neither AT nor its foreign staff make any representations, promises and/or guarantees about the length of stay that will be required.

16. Adoption of Foreign Child in United States. In rare instances, legal custody of a child may be given by foreign governmental authorities to the adoptive parents or to AT for the purpose of placing the child with the adoptive parents. In such instances, the Adoptive Parents agree to complete all necessary post placement supervision and to petition a Court of appropriate jurisdiction to finalize the adoption as soon as post placement supervision has been completed and the agency holding legal custody of the child consents to the finalization of the child's adoption. AT shall retain the right to remove the child from the Adoptive Parents' custody until the adoption is finalized.

17. Post Placement/Post Adoption Requirements. Upon returning to the United States, the Adoptive Parents agree to comply with all post placement requirements of the foreign country and AT. <Name of Foreign Country> currently requires <number of post adoption/post placement visits over a described period of time>. AT requires a minimum of three post adoption/post placement visits and reports over a six-month period. Post placement/post adoption supervision is conducted by the same social worker who completed the Adoptive Parents' home study whenever possible. If the same social worker is not available, Adoptions Together will assign a different, properly credentialed Social worker to conduct the supervision. Initial visits are typically conducted in the first month after arrival, and at two month intervals thereafter. Post placement visits will continue until the adoption of the child is finalized. A written report of each visit shall be

provided to AT for transmission to the foreign country. If the Adoptive Parents do not voluntarily comply with the post placement/post adoption requirements of AT and the foreign country, AT may conduct post placement supervision without the Adoptive Parents' consent by conducting unannounced visit to the home, interviewing neighbors and visiting the child at school or day care. The Adoption Parents agree to assume responsibility for the cost of post placement/post adoption supervision and to cooperate with Adoptions Together by providing all requested information and making themselves and the child available for the visits.

AT will send copies of all post placement/post adoption reports to the foreign authorities.

18. Documentation and Re-finalization of Adoption. Upon return to the United States, the Adoptive Parents shall petition a court of proper jurisdiction to re-finalize the adoption of the child. Properly authenticated copies of all foreign adoption decrees and re-finalization decrees shall be provided to AT by the Adoptive Parents in a timely manner. All costs associated with the adoption re-finalization in the United States shall be the sole responsibility of the Adoptive Parents. AT shall promptly the Secretary of State when the adoption is finalized.

19. Crisis Intervention, Disruption of Placement and/or Dissolution of Adoption. The Adoptive Parents agree to promptly notify AT, and its foreign staff if they have not returned to the United States, if any circumstances arise that threaten the stability of the placement or the permanency of a planned adoption. In such event, AT and/or its foreign staff, will promptly work with the Adoptive Parents to ensure that the child remains safe with the crisis is averted and will offer supportive counseling to the family. A crisis aversion plan will be developed by AT, in its sole discretion that takes into account the child's wishes, age and length of time in placement. AT may arrange to take custody of the child temporarily during the crisis or longer if the crisis is not averted and may place the child with another appropriate family if it is in the child's best interest to do so. The Adoptive Parents agree that they will not transfer custody of their child nor legally seek to dissolve the child's adoption until they have consulted with AT. If the Adoptive Parents determine that dissolution of the adoption or disruption of the placement is necessary and cannot be avoided, Adoptions Together agrees to arrange a temporary or permanency placement for the child within its sole discretion. In the event that a placement for adoption is disrupted, the Adoptive Parents shall have financial responsibility for the child's care and Adoptions Together shall continue legal responsibility for the child's care. Adoptions Together will assume responsibility for notifying the foreign authorities of a disrupted placement or dissolved adoption.

Additional information about crisis intervention is included in Attached A which is attached hereto and incorporated here.

18. Exclusivity of Foreign Staff. The Adoptive Parents acknowledge that during the course of adopting pursuant to this contract, they may be introduced to individuals under exclusive contract with AT or its foreign staff. The Adoptive Parents acknowledge

that AT has invested significant funds in educating and preparing these individuals to assist in the agency's adoption programs. The Adoptive Parents agree that they will not attempt to use the aforesaid individuals to assist or facilitate in the adoption of any other child without express, written permission of AT.

20. Assumption of Risk. In addition to the risks specifically set forth in the other portions of this Agreement, other significant issues may arise or events may occur during the adoption process that may effectively prevent the Adoptive Parents from completing an adoption pursuant to this Agreement. These issues and events include, but are not limited to, the following:

a. Political and Social Climate of the foreign country. The Adoptive Parents specifically acknowledge that the political and social climate of the foreign country may change at any time in ways that negatively impact the adoption of children by citizens of the United States. Neither AT nor its foreign staff make any representations, promises and/or guarantees that the foreign authorities will continue to permit the adoption of children by United States citizens.

b. Changes to Laws of the foreign country. The Adoptive Parents specifically acknowledge that the adoption laws of the foreign country may change at any time in ways that may negatively impact their adoption of a child. Neither AT nor its foreign staff make any representations, promises and/or guarantees that foreign law will continue to permit the adoption of any child by the Adoptive Parents.

c. Approval of Adoptive Parents by Governmental Officials. The Adoptive Parents specifically acknowledge that their successful adoption of any child is ultimately dependent upon their approval by governmental and judicial officials of the foreign country. Although AT makes diligent efforts to present information about all adoptive parents in the most favorable manner, the approval of the Adoptive Parents lies solely within the discretion of the governmental and judicial officials of the foreign country. Neither AT nor its foreign staff make any representations, promises and/or guarantees that the Adoptive Parents will be approved to adopt any child within the foreign country.

21. Refund or Transfer of Fees. Once paid to AT, the fees set forth in Section 1.a of this Agreement are not refundable, even if the adoption is not successful. If an adoption cannot be completed because the laws or policies of a country change, the application and agency fee paid to AT may be applied to the adoption of a child from another country from which AT provides adoption services, if desired by the Adoptive Parents.

Home study, home study update, home study review and post placement supervision fees are not refundable if paid to AT and such services are provided. If paid to any other child placement agency, refund policies may differ according to the policies and procedures of the applicable agency.

The fees and charges set forth in Section 1.b through 1.d are refundable as set forth in Section 1.b through 1.d of this Agreement.

Any refunds due from AT pursuant to the agreement shall be paid within 60 days.

22. Complaint Policy and Procedure. The Adoptive Parents hereby acknowledge that they have received a copy of AT's Complaint Policy and Procedure prior to signing this Agreement.

23. Termination. AT may terminate this Agreement due to any serious change in the circumstances of the Adoptive Parents as described in Paragraph 4 hereof. In such event, AT will provide written notice to the Adoptive Parents of the cause for termination and the right of the Adoptive Parents to request reconsideration by the Executive Director (or her designee) of the decision to terminate this agreement. The re-consideration must be requested within thirty (30) days of the Adoptive Parents' receipt of written notice of termination. If no reconsideration is requested, the termination shall be immediately effective. In the event of a termination under this paragraph, refund of any fees paid to AT by the Adoptive Parents shall be determined on a case-by-case basis and within the sole discretion of the Executive Director (or her designee).

24. Hold Harmless. The Adoptive Parents agree to hold AT and its foreign staff harmless from any and all claims, demands, or liability arising out of or relating to political, governmental, administrative, medical, emotional, developmental, and/or other causes beyond the control or knowledge of AT and/or its foreign staff.

25. Limitation of Liability. The Adoptive Parents agree that the liability of AT and its foreign staff shall not exceed the total of payments received by AT and its foreign contacts from the Adoptive Parents.

26. Governing Law. This Agreement is made in the State of Maryland and shall be governed by the laws of the State of Maryland, exclusive of its conflict of law rules.

28. Jurisdiction and Venue. All suits, proceedings and other actions relating to, arising out of or in connection with this Agreement shall be submitted to the personal jurisdiction of the courts of the State of Maryland and the exclusive venue for all such suits, proceedings and other actions shall be in Baltimore County, Maryland where AT maintains an office. The Adoptive Parents hereby waive any claim against or objection to personal jurisdiction and venue in the courts of Baltimore County, Maryland.

29. Modification. All modifications to this agreement must be in writing and no oral agreements or conduct of the parties shall in any way be deemed a modification hereof unless and until memorialized in writing. Conduct inconsistent with an obligation specified in this agreement shall be deemed a breach hereof, regardless of the acquiescence or non-acquiescence of the other party.

30. Notice. Any and all notices which are required under this Agreement shall be in writing and shall be deemed to have been duly given when (i) delivered in person, (ii) mailed by first class, certified or registered U.S. mail, return receipt requested, postage prepaid, (iii) electronically mailed with confirmation of transmission, or (iv) sent by telecopy with confirmation of transmission to the following addresses:

If to AT, to: Dawn Musgrave, Associate Director
Adoptions Together
2505 B Lord Baltimore Drive
Woodlawn, MD 21244
Fax: 410-869-8419
Email: dmusgrave@adoptionstogether.org

If to Adoptive Parents, to the address set forth on page one of this Agreement, unless otherwise set forth immediately below:

Fax: _____
Email: _____

The parties to this Agreement shall have the right to change their respective address set forth in this Section by giving notice of such change in accordance with this Section.

31. Assignment. This Agreement cannot be assigned by either party without prior written consent of the other party.

32. Severability. No part of this Agreement will be affected if any other part of it is held invalid or unenforceable.

33. Time. With regard to all dates and time periods set forth or referred to in this Agreement, time is of the essence.

34. Entire Understanding. This Agreement constitutes the full, entire and integrated agreement between the parties hereto with respect to the subject matter hereof, and supersedes all prior negotiations, correspondence, understandings and agreements among the parties hereto respecting the subject matter of this Agreement.

AGREED to by each of the undersigned parties on the date written above.

WITNESS

ADOPTIVE PARENT

WITNESS

ADOPTIVE PARENT

WITNESS

On Behalf of ADOPTIONS
TOGETHER, INC.

Printed Name: _____

Title: _____

Generic International Adoption Contract