



Madison Adoption Associates

INTERNATIONAL ADOPTION CONTRACT

AGREEMENT made on _____ day of _____, 20____, by and between Madison Adoption Associates (“MAA”), a Delaware, Pennsylvania, New Jersey and Illinois non-profit 501(c)(3) corporation located at Society Office Complex, 1102 Society Drive, Claymont, DE 19703,

AND

_____ (“Adoptive Parent(s)”)

whose address is _____.

Mission Statement

Madison Adoption Associates is a Hague accredited, non-profit 501(c)(3) organization whose mission is to bring hope, love, and a permanent family to children in need. By serving children and families through domestic and international adoption, our work is guided by the following core principles:

- * Conducting our business activities with our heart first and an unwavering commitment to ethics.
- * Treating each child with dignity; always acting in the best interests of the child.
- * Ensuring that each adoption process is transparent, with adherence to all laws and regulations.
- * Providing birth parents with caring, compassionate, non-judgmental and confidential support.
- * Recognizing the unique and precious potential of each child and each family.
- * Securing stable and loving permanent families for children through pre-adoption preparation, education, and guidance.
- * Committing time and resources to charitable activities that help children who are not eligible for adoption to lead stronger, safer, healthier, and more productive lives.

To maintain standards and policies that are consistent with applicable child welfare policy and law, including, without limitation, the Convention on Protection of Children and Cooperation in respect of Intercountry Adoption, a multilateral treaty executed at the Hague on May 29, 1993 (the “Hague Convention”), the Intercountry Adoption Act of 2000 (the “IAA” or Hague Law), and the implementing Regulations set forth in 22 CFR Part 96-98 dated February 15, 2006 (the “Hague Regulations”). Specifically, Madison Adoption Associates shall abide by the principles of (i) ensuring that intercountry adoptions take place in the best interests of children; and (ii) preventing the abduction, sale or trafficking of children in connection with intercountry adoption.

WHEREAS, MAA coordinates the adoption of children internationally and otherwise assists prospective adoptive parent(s) in identifying children for adoption and in completing the procedures necessary for the children to be adopted by them abroad and repatriated to the country of the adoptive parents; and

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, and intending to be legally bound thereby, it is therefore agreed:

1. Home Study.

- a. All obligations of MAA set forth herein are conditioned upon the Adoptive Parent(s)’ receipt of an approved home study report that is in compliance with all applicable foreign, federal and state statutes and rules, and the statutes and rules of the country from which the Adoptive Parent(s) seek to adopt.
- b. The Adoptive Parent(s) understand that they may elect to use MAA to perform the home study services if they reside in the states of Delaware, Pennsylvania, New Jersey, and Illinois.
 - i. If the Adoptive Parent(s) do elect to use MAA for this purpose, the home study services will be governed by a separate agreement.
 - ii. If the Adoptive Parent(s) do not use MAA for this purpose, MAA must do the following:
 - (1) Pre-approve the home study agency and enter into an agreement with the agency, whereby MAA will be the primary provider and the home study provider the supervised or exempt provider; and
 - (2) Review and approve the home study prior to completion. Therefore, the Agency will charge a homestudy review fee (as set forth on Schedule A and on the Schedule of Costs attached hereto). This fee (the

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“Homestudy Review Fee”) covers time spent working in conjunction with your homestudy agency of choice to make certain that the agency follows the necessary guidelines and that your homestudy is in compliance with both State and Foreign Guidelines.

2. MAA Duties. MAA agrees to provide the services listed below to the Adoptive Parents. MAA’s responsibilities are strictly limited to those set forth below, and the Adoptive Parent(s) agree and understand that if, at any time, they desire MAA to perform services in addition to those listed below, such needs should be raised with the Executive Director of MAA. MAA, at its sole discretion, shall determine whether to accommodate the Adoptive Parents’ additional needs; provided, however that any agreement by MAA to accept additional responsibilities is binding and enforceable only upon express written agreement, signed by the Executive Director of MAA.
- MAA shall work with the Adoptive Parent(s) to assist them in the completion, organization, finalization and submission of all documentation necessary to receive a referral of a child for adoption from a foreign country.
 - If MAA is not performing the home study services, MAA agrees to work cooperatively with the home study agency that the Adoptive Parent(s) selects and MAA approves.
 - Upon providing the Adoptive Parent(s) with the referral of a child from a foreign country, and the Adoptive Parent(s)’ acceptance thereof (hereinafter, the “Child(ren)”), MAA shall work on behalf of the Adoptive Parent(s) to assist them in the completion, organization, finalization and submission of all documentation necessary for the Adoptive Parent(s) to adopt the Child(ren) from the placing country; provided, however, that MAA specifically excludes from its obligations the services set forth in Sections 3(f), (g) and (i) below.
 - MAA shall provide the Adoptive Parent(s) with all information on the Child(ren) in its physical possession, subject to the limitations contained in the Disclosure of Risks section included below.
 - MAA shall arrange for and schedule all administrative, judicial and/or other proceedings required by the placing country to effect the adoption of the Child(ren) by the Adoptive Parents.
 - To the extent that the Adoptive Parent(s) are citizens of the United States, MAA shall assist the Adoptive Parent(s) in completing all documentation necessary for the Child(ren) to apply for and acquire an exit visa and gain admission to the United States of America, including arranging and scheduling consular visit(s) and physical examination(s) of the Child(ren) for such purpose.
 - To the extent necessary, MAA will provide or arrange for translation services for all documents.
 - If an event should occur as defined in paragraph 5 that results in either significant delay (as in a moratorium) or a closing of that country to all adoptions, MAA will work with the Adoptive Parent(s) to determine if another program could meet the needs of the Adoptive Parent(s). In the event that the adoption is not completed for any reason beyond the control of the Agency, the Adoptive Parent(s) understand that the fees already paid to the foreign referral source or other officials/facilitators in the foreign country are recoverable or refundable only as set forth on Schedule A.
 - MAA will communicate on behalf of Adoptive Parent(s) with the foreign country from which they seek to adopt.
3. Adoptive Parent(s)’ Duties During the Adoption Process. Any duties not expressly listed above as being provided by MAA shall be the responsibility of the Adoptive Parent(s). The Adoptive Parent(s) agree that they will undertake all steps necessary, for the adoption of the Child(ren), including, without limitation, the following duties:
- The Adoptive Parent(s) shall complete successfully a minimum of 12 hours of parent preparation education and counseling with a social worker and/or home study agency duly licensed in the jurisdiction in which the Adoptive Parents reside and approved by MAA. Upon the successful completion of such counseling, MAA will issue an Adoptive Parent Certificate of Parent Preparation for Adoption of Older Children, to be signed by both the Adoptive Parent(s) and the social worker and/or home study agency, as applicable. In signing this Certificate, the Adoptive Parent(s) will acknowledge and represent that they have been informed of, explored, and understand the issues involved in the developmental and social adjustment of foreign born, institutionalized, adopted children to their new homes in the Adoptive Parent(s)’ country of residence and/or citizenship (the “Adoptive Parent(s)’ Country”). The Adoptive Parent(s) hereby agree to participate in and complete such a parenting preparation program.
 - The Adoptive Parent(s) agree to be completely honest and forthcoming throughout the entire adoption process. They further agree to not act in any manner that would be construed as discourteous, immoral or insulting towards the U.S. or Foreign authorities or MAA staff, coordinators and consultants. Any such action shall be deemed to be a breach of this



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Agreement and shall constitute cause for termination thereof by MAA. In the sole professional discretion of MAA to serve the best interest of the prospective adoptive child, at any time during the processing of the adoption case, MAA may require additional Adoptive Parent(s) counseling, testing, education and approval(s) prior to placement of a child with the Adoptive Parent(s).

- c. The Adoptive Parent(s) understand and agree that all contacts to Foreign Adoption Authorities, in-country coordinators/facilitators/attorneys and/orphanages should be made through MAA unless specific approval is issued by the Executive Director for direct contact with such persons as named above.
- d. The Adoptive Parent(s) acknowledge that the requirements for specific documents with respect to the adoption process may vary from region to region and from time to time, and may change with or without notice. To the extent that MAA requests documentation, information and/or materials from the Adoptive Parent(s) for purposes of adoption or post-placement, the Adoptive Parent(s) shall use their best efforts to submit to MAA such documents, information and materials in the requested form within 10 days thereof. All such documentation, information, and materials shall be accurate and not contain any material omissions.
- e. The Adoptive Parent(s) agree to pay to MAA all fees set forth in the Schedule and Confirmation of Costs attached hereto in the amounts, in the manner, and on the dates set forth therein.
- f. Using instructions provided by MAA, the Adoptive Parent(s) shall obtain all materials and complete their dossier for submission to the foreign country.
- g. The Adoptive Parent(s) agree that it is their responsibility to monitor the dates of their paperwork and keep all paperwork current. This includes, but is not limited to, home study, USCIS approval, state requirements, etc.
- h. The Adoptive Parent(s) agree to perform and complete all steps necessary to accomplish the immigration of the Child(ren) to the Adoptive Parent(s)' Country, and to formalize citizenship for the Child(ren) according to the laws and procedures of the Adoptive Parent(s)' Country.
- i. If required by the country that is placing the Child(ren), the Adoptive Parent(s) agree to register the Child(ren)'s adoption with the appropriate officials prior to the family's departure from that country or, if approved by MAA, at the appropriate Consulate in the Adoptive Parent(s)' Country immediately upon return to that country. If registration does not occur while abroad, the Adoptive Parent(s) agree to submit to MAA evidence and documentation of this registration within thirty (30) days of their return to the Adoptive Parent(s)' Country.
- j. Upon return to the Adoptive Parent(s)' Country, the Adoptive Parent(s) shall take any and all steps required to record, domesticate, or otherwise legitimize and formalize the Child(ren)'s adoption by the Adoptive Parents as required by the Adoptive Parent(s)' Country. Such steps must be sufficient so that the Child(ren) have at least the same rights the Child(ren) would have had if such Child(ren) had been born to the Adoptive Parent(s) in the Adoptive Parent(s)' Country, including, without limitation, support obligations and inheritance rights. Adoptive Parent(s) shall provide properly authenticated copies of all foreign adoption decrees and re-adoption decrees to MAA by the Adoptive Parent(s) within 15 days of issuance. All costs associated with the recording and domestication of the adoption of the Child(ren) in the Adoptive Parent(s)' Country shall be the sole responsibility of the Adoptive Parent(s).
- k. Adoptive Parent(s) hereby agree to provide copies of all foreign finalization documents to MAA within 15 days of their return home.
- l. Adoptive Parent(s) agree to advise MAA if there is any change in circumstances from the time their home study report is completed through the finalization of the adoption, including, without limitation, (i) a move of their residence, (ii) pregnancy or the addition of another child or adult to their home, (iii) loss of income; (iv) serious illness of one or both Adoptive Parent(s); (v) either of the Adoptive Parent(s)' or household member(s)' arrest for criminal charges; (vi) psychiatric sickness of the Adoptive Parent(s), or other mental physical or emotional instability; (vii) alcoholism, drug addiction or other substance abuse of either of the Adoptive Parent(s); (viii) child abuse complaint filed against one or both of the Adoptive Parent(s) or household member(s); and (ix) marital discord, including, without limitation, divorce or separation of the Adoptive Parent(s).
- m. The Adoptive Parent(s) grant to MAA permission to disclose to third parties such information as MAA deems necessary for the performance of the services described in this Agreement.

4. Parental Discretion

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- a. The Adoptive Parent(s) have the absolute discretion to request that the child presented to them for the opportunity of adoption is within certain parameters, subject to certain limitations.
 - i. Adoptive Parent(s) may not specify skin tone of a prospective adoptive child.
 - ii. To the extent that Adoptive Parent(s) request that a child be “healthy,” that this requirement be subject to their understanding of the risks set forth on Schedule D hereto. The Adoptive Parent(s) specifically understand that MAA cannot guaranty the health of a child, that they understand that MAA cannot guaranty the accuracy of medical information provided on a child, and that they understand that any child who has resides in an institution will experience certain heightened health risks and delays whose long-term impact is difficult to predict with accuracy.
 - iii. To the extent that the Adoptive Parent(s) request that a child be within a certain age range, such age range will be linked to the time of assignment to the Adoptive Parent(s) and not linked to the age at the time of Placement. The Adoptive Parent(s) specifically understands the risks described on Schedule D, including the fact that a case may take longer to process in a foreign court system that was predicted. Therefore, a child may at the time of placement be older than expected when the assignment was originally accepted.
 - b. When a child is assigned to the Adoptive Parent(s) for consideration for adoption, the Adoptive Parent(s) retain the absolute discretion to accept the opportunity to adopt that child, or to decline such opportunity, subject to certain limitations. Specifically, any decision to decline must be based upon the Adoptive Parent(s)’ reasonable evaluation of the Child(ren), and cannot be based on arbitrary factors. The Adoptive Parent(s) are encouraged to seek outside medical evaluations from an international adoption medical specialist to interpret and evaluate medical and social information provided on a Child(ren). Bases that are considered unreasonable or arbitrary include, without limitation, skin/hair/eye color, ethnicity (or presumed ethnicity), attractiveness, size of the Child(ren).
 - c. If the Child(ren) is declined for adoption as a result of the Adoptive Parent(s)’ reasonable evaluation of the Child(ren), MAA will attempt to determine if there is another child or children who may meet the criteria of the Adoptive Parent(s) for an adoption. To the extent that these determinations are made while the Adoptive Parent(s) are in the foreign country of origin, MAA cannot offer any guaranty that an adoption will be completed at that time, and the Adoptive Parent(s)’ hereby understand, acknowledge and assume the risk that their decision results in that country’s officials’ refusal to permit the Adoptive Parent(s) to adopt any other child from such country.
 - d. If the Adoptive Parent(s) unreasonably or arbitrarily withhold their acceptance of the Child(ren), MAA shall have the sole and complete discretion to terminate all further obligations to the Adoptive Parent(s) pursuant to the Agreement.
5. Adoption Contingencies/Allocation of Risk/Hold Harmless.
- a. The Adoptive Parent(s) understand, acknowledge and agree that the process of international adoption contains a number of inherent risks that are outside the control of MAA, including, without limitation, the risks described on Schedule D hereto. The risks described on Schedule D are a non-exhaustive representation of the types of risks that may arise in the process.
 - b. The risks described on Schedule D may impact the international adoption process in the form of delays, emotional frustration, additional expense and/or failure of the ability to complete the adoption process. Further, some of the risks can impact the long-term health and well-being of the adopted child in the future.
 - c. The Adoptive Parent(s) hereby expressly acknowledge that they have reviewed thoroughly Schedule D hereto, and that they understand these represent the types of risks that are inherent in the international adoption process and are outside of the control of MAA (hereinafter, the types of risks that are outside of the control of MAA shall be called the “International Adoption Risks”).
 - d. **The Adoptive Parent(s) understand that because international adoption risks exist in the process, MAA cannot assure the Adoptive Parent(s) that there will be a successful outcome. The Adoptive Parent(s) hereby agree that if an international adoption risk event occurs with respect to the Adoptive Parent(s)’ adoption case processing or with respect to the long-term health of their adoptive child, the Adoptive Parents assume the risk, and the consequences of that the outcome. The Adoptive Parent(s) agree to hold MAA harmless for any of the claims in contract, tort or otherwise alleged to have occurred as a result of the occurrence of an international adoption risk.**
 - e. The Adoptive Parent(s) hereby agree to waive liability against, and hold harmless, each of MAA and its successors, assigns, officers, directors, employees, owners, agents, volunteers, attorneys, representatives and corporate affiliates



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- (collectively, the “Released Parties”), and to fully and forever release the Released Parties from any and all actions, causes of action, suits, debts, accounts, liability, damages, attorney's fees, claims, counterclaims, and demands whatsoever, whether arising in contract or in tort, including claims for negligence, and whether in law or in equity, which the Adoptive Parent(s) had, now have, or hereafter can, shall, or may have for, upon, or by reason of any matter, cause, or thing whatsoever arising out of or relating to an International Adoption Risk, and, including, without limitation, (a) the political, governmental and administrative conditions in the foreign country; (b) any problems, delays, or failures relating to US-International relations; (c) the medical, mental, social, emotional, and developmental condition of the Child(ren); (d) the family background, prior history and care and previous experiences of the Child(ren); (e) any changes in the laws, regulations, policies, or administrative requirements of the international placing country, the United States or the Adoptive Parent(s) Country ; (f) any failure of any governmental or administrative judge, agency, official, employee, or agency to approve or promptly process the adoption; (g) war, terrorism, crime, acts of God, natural disasters, or any other conditions, matters, or causes beyond the control of MAA, and (h) any or all of the risks set forth on Schedule D hereto. The Adoptive Parent(s) further agree to indemnify each of the Released Parties for any claims, costs, damages, or expenses incurred relating to, or arising from, the occurrence of an International Adoption Risk, including without limitation, unknown medical conditions of the Child(ren).
- f. All hold harmless and other provisions contained in this Paragraph, elsewhere in the Agreement, and the Attachments thereto are each to be construed to have the broadest meaning permitted by law. Where apparent conflicts exist, the provisions are to be harmonized to provide maximum protection from liability to the Released Parties. Any duplication found in the Agreement and Attachments thereto shall not be cause to strike or nullify one provision in favor of another.
- g. If an adoption process takes longer than eighteen (18) months due to extraordinary events such as a natural disaster, change in local or international adoption laws, change in key government personnel or policies, or political upheaval or disturbance, Client agrees that Agency may charge, and Client will pay, an additional \$150 per month after the eighteen month period as an additional Consulting Fee. Client may choose to terminate this Agreement instead of paying the additional \$150 per month.
6. Adoptive Parent(s) Duties Following the Adoption Process. The Adoptive Parent(s) agree to assume the following obligations following the adoption process:
- a. Post-Placement/Post-Adoption Obligations.
- i. Background – The Adoptive Parent(s) specifically understand that it is a difficult decision for any country to agree to allow its orphaned children to leave their homeland to be adopted internationally. These countries deserve not only our gratitude, but also our respect. Post-placement/Post-Adoption reports and photos provide clear and irrefutable evidence that *adoption is a positive solution for children who lack permanent families to find loving homes!*
 - ii. In order to keep the doors open for the next family who wishes to adopt internationally, it is critical that the Adoptive Parent(s) agree to provide post-placement or post-adoption reports (as applicable) to the officials of the Child(ren)’s country under the requirements that such country has given. Adoptive Parent(s) failure to comply with their post-placement/post-adoption obligations could jeopardize the ability of other children from the foreign country from which the Adoptive Parent(s) adopt to find homes with families abroad.
 - iii. The Adoptive Parent(s) understand and agree to comply with any and all requests by either the foreign adoption officials, state and federal government, and MAA to provide required post-placement reports or post-adoption reports (as applicable), to register the adoption with the foreign Embassy/Consulate in the U.S./Consulate in the Adoptive Parent(s) Country, or to perform other follow-up requested.
 - iv. The Adoptive Parent(s) acknowledge that post-placement/post-adoption requirements may vary from country to country, and may change over time with or without notice. MAA hereby notifies the Adoptive Parent(s) that the post-placement/post-adoption requirements of its programs as they exist at this time are set forth on Schedule C hereto. The Adoptive Parent(s) hereby agree to comply with the post-placement/post-adoption obligations as they exist at this time, and as they may change over time.



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- (1) Agency will notify Adoptive Parent(s) about the post-placement requirements that exist at the time of placement of the child with them, and will use its best efforts to notify Adoptive Parent(s) of changes as they occur in the future.
 - (2) Adoptive Parent(s) will use their best efforts to monitor changes in the post-placement requirements of the country from which they adopted the Child(ren) as they evolve over time and to comply with the requirements to the best of their ability.
- v. With respect to post-placement/post-adoption reports, the Adoptive Parent(s) hereby agree to provide timely post-placement/post-adoption reports to MAA and/or to any and all state and federal licensing agencies that MAA directs at the intervals set forth on Schedule C hereto, and in the format required by the foreign country, as set forth on Schedule C hereto. To the extent required and directed, the reports shall be completed by a duly licensed social worker or home study agency at the expense of the Adoptive Parents, and properly authenticated. All such post-placement reports shall be submitted (with any required notarization, certification and/or apostilled) in a timely manner so that such reports are received by MAA, and any and all state and federal licensing agencies that MAA directs, no event later than thirty (30) days from the deadlines provided. With each report, the Adoptive Parent(s) agree to include eight (8) photographs of the Child(ren).
- vi. The Adoptive Parent(s)' failure to comply (a) will result in immediate and irreparable harm and/or damage to MAA, and (b) entitles MAA to an immediate ex parte injunction and/or specific performance ordering the Adoptive Parent(s)' compliance with the request for documentation, with all legal fees and expenses resulting from such action to be the Adoptive Parent(s)' responsibility.
- vii. All post-placement/post-adoption responsibilities will be governed by the Post-Placement Reporting Agreement.
- b. Grants Monies Received by Clients.** Madison Adoption Associates is willing to accept payments to Adoptive Parent accounts from third parties, including, without limitation, grant moneys. However, the Adoptive Parent(s)' decision to utilize a third party/grant provider as a funding resource does not alter Adoptive Parent(s)' financial responsibilities due hereunder. Therefore, in cases where an adoption placement does not move forward and the third party/grant provider requires Madison Adoption Associates to issue a refund to that third party, the Adoptive Parent(s)' account will be adjusted to reflect the refund. Any balance due for services provided by the Agency under the terms of the Contract will remain the ongoing financial responsibility of the Adoptive Parents, who shall replenish its Agency account with the balance owed within 10 days of notification of the third party refund. Adoptive Parent(s) hereby acknowledge and agree that they assume of the risk of utilizing a third party/grant provider as a payment resource and specifically agree to pay Madison Adoption Associates all funds due and owing hereunder after such a refund is provided.
- c. Assistance with Adjustment Difficulties.** It is the right of a Child(ren) whose family is experiencing adjustment difficulties to receive full protection and service. Should the Adoptive Parent(s) experience difficulties in the adjustment of the Adoptive Parent(s) and/or the Child(ren), the Adoptive Parent(s) agree to notify MAA, and the Adoptive Parent(s) further agrees to cooperate with, and accept the assistance of, MAA in managing the crisis. With the assistance of the Home Study agency, MAA will evaluate the crisis and provide, recommend or require additional counseling as necessary to resolve the crisis. To the extent that family counseling to handle the crisis does not succeed, and disruption/dissolution is necessary, the Adoptive Parent(s) hereby consents to the removal of the Child(ren) by MAA and replacement on a temporary and/or permanent basis, within the professional discretion of MAA. The Adoptive Parent(s) agree to cooperate with this replacement process to the greatest extent possible. Further, the Adoptive Parent(s) specifically agree that MAA has standing to participate in any proceeding relating to replacement of the Child(ren). The adoptive parent(s) will maintain financial responsibility until an alternative placement finalizes an adoption of the child. The child's wishes, age, and length of time will be taken into account in seeking alternative placement. Child will be returned to country of origin only under extreme circumstances, as a last resort, and if in the best interests of the child. Secretary and Central Authority of that country will approve any alternative placement in writing.



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7. Travel.

- a. Subject to 7(b) below, if requested by the Adoptive Parent(s), MAA shall make travel, lodging and in-country transportation arrangements for the Adoptive Parent(s). In the event that the Adoptive Parent(s) choose to arrange for their own flight or hotel accommodations when they travel, they agree to provide prior notice of the chosen hotel(s) to and to obtain the approval of MAA. The Adoptive Parent(s) understand that all arrangements and changes to travel are the sole responsibility of Adoptive Parent(s) and MAA will not be responsible for any rescheduling due to changes, errors or omissions.
- b. Payments. Irrespective of whether MAA makes reservations on behalf of the Adoptive Parent(s), the Adoptive Parent(s) hereby assume all obligations to pay any and all expenses related to travel, including, without limitation, airfare, lodging, transportation and meals, and further hereby agree to make such payments directly to travel agents, airlines, hotels, restaurants and other carriers, as applicable. To the extent MAA has provided you with an estimate of the travel expenses on the Schedule and Confirmation of Costs attached hereto, or elsewhere, this estimate is intended to be a guideline only for the convenience of the Adoptive Parent(s). The costs of airline tickets or other travel arrangements could change at any time, and MAA assumes no liability if the actual cost of any of the expenses estimated therein exceeds the estimated amount. Adoptive Parent(s) hereby agree to hold MAA harmless in the event that the travel expenses exceed the estimate of expenses provided herein.
 - i. The Adoptive Parent(s) further agree to assume the financial risk, and therefore, to pay any additional expenses, relating to changes to their itinerary for any reason, as well as for lost tickets and other documentation required to travel. MAA hereby advises the Adoptive Parent(s) to consider and determine the need to purchase travel insurance for all or part of their travel-related expenses for this purpose.
 - ii. The Adoptive Parent(s) agree to hold MAA harmless for the cost of all travel expenses incurred for any reason. MAA hereby disclaims liability to the Adoptive Parent(s) for any and all travel.

8. MAA Cooperative Agreements. MAA may, in its sole discretion, engage and work cooperatively with one or more additional agency(ies) and/or individuals to fulfill any of its obligations under this Agreement.

9. Agreement to be Unconditionally Responsible for the Child(ren). At the completion of the Child(ren)'s adoption, the Adoptive Parent(s) are solely responsible for the care and treatment of the Child(ren). The Adoptive Parent(s) acknowledge that not every impairment or condition is or can be identifiable or observable at the time the Child(ren) is identified for adoption. The Adoptive Parent(s) have reviewed the Disclosure of Risks set forth on Schedule D hereto and are aware of the risks inherent in the international adoption process. The Adoptive Parent(s) have made the decision to adopt the Child(ren) independent of any representations or information that MAA or those other organizations with whom MAA works have provided, and Adoptive Parent(s) and accept and assume the risk that there may be undiagnosed impairments, conditions or issues. The Adoptive Parent(s) represent and warrant that they are of sound mental and physical health, are not subject to any physical or mental condition or illness, and are not taking any medication or other substance that would in any way inhibit or impair their ability to parent or to make an informed, rational decision to adopt the Child(ren) without undue influence from any other person or party. The Adoptive Parent(s) further acknowledge that MAA has no responsibility financial or otherwise toward the Adoptive Parent(s) or Child(ren) in the event of any disability, impairment, condition, issue, and/or illness and agree to hold MAA harmless should any impairment, disability, condition, illness or issue be present currently or arise in the future.

10. Legal Effect of Foreign Adoption. Upon the completion of court and/or administrative proceedings necessary for the adoption of the child in the placing country, the Adoptive Parent(s) shall assume all legal obligations and responsibilities toward the Child(ren) as if the Child(ren) had been born to them in the Adoptive Parent(s)' Country. The Adoptive Parent(s) agree to accept and execute any and all legal obligations including, but not limited to, providing appropriate housing, food, clothing, education, medical, emotional, and psychological care to the Child(ren). Under no circumstances shall the adoption of the Child(ren) be set aside or challenged by the Adoptive Parents.

11. Modification and Waiver. Neither this Agreement nor any provision hereof shall be amended or modified or deemed to be amended or modified, except by an agreement in writing duly subscribed and acknowledged with the same formality as this Agreement. Any waiver by any party of any provision of this Agreement or any right or obligation hereunder shall not be controlling, nor shall it prevent or stop such party from thereafter enforcing such provision, right or



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obligation. The failure of any party to insist in any one or more instances upon the strict performance of any of the terms or provisions of this Agreement by any other party shall not be construed as a waiver or relinquishment for the future of any such term or provision, but the same shall continue in full force and effect. Notwithstanding any rule of construction or statute to the contrary, this Agreement shall not be construed against the drafter.

12. Governing Law/Choice of Forum. All matters affecting the interpretation of this Agreement and the rights of the parties hereto shall be governed by the laws of the State of Delaware and the laws of the United States of America, without resort to its or their conflicts of laws principles regardless of the jurisdiction in which any action is initiated. The parties hereto hereby agree that the State of Delaware, New Castle County, is a convenient location and the appropriate location for an arbitration of any dispute under this Agreement, as described below. To the extent any matter is not governed by arbitration, the parties further agree that the Superior Court of New Castle County, Delaware, and the United States District Court, District of Delaware, are the exclusive venues for the resolution of any disputes arising under or relating to this Agreement. The parties consent to personal jurisdiction in these jurisdictions and expressly agree that service of process shall be deemed to be sufficient if original process is sent via any method evidencing receipt to the last known address of the party.
13. Termination. MAA retains the right to terminate this Agreement effective immediately upon written notice if it learns that any of the information that the Adoptive Parent(s) provided to MAA or the agency or social worker who approved the home study is false, materially misleading or changed substantially since the home study report was approved. MAA retains absolute discretion to terminate the Agreement upon learning of the false or misleading information provided by the Adoptive Parent(s). Changed circumstances that may constitute cause for termination include, without limitation, (i) loss of income such that Adoptive Parent(s) are unable to afford another dependent or the cost of adoption; (ii) health of one or both Adoptive Parent(s) would place the secure future of the child in jeopardy; (iii) arrest for criminal charges without proof of rehabilitation; (iv) change in home location or condition such that the housing becomes unsuitable for the safety and well-being of the child; (v) psychiatric sickness of the Adoptive Parent(s), or other mental physical or emotional instability without proof of rehabilitation that could place the child in jeopardy; (vi) alcoholism, drug addiction or other substance abuse without proof of rehabilitation; (vii) child abuse complaint filed against one or both of the Adoptive Parent(s); (viii) lack of support for the adoption by the Adoptive Parent(s)' extended family; or (ix) marital discord, including, without limitation, divorce or separation of the Adoptive Parent(s). To the extent MAA has reason to believe that representation of the Adoptive Parent(s) does not serve the best interest of a child, MAA retains the right to terminate this Agreement at its sole discretion.
14. Limitation of Liability. The Adoptive Parent(s) agree that in the event a claim or cause of action not precluded by this Agreement or the Attachments thereto is made, under no circumstances shall the liability of MAA exceed the total of payments made to MAA from the Adoptive Parent(s).
15. Mandatory Binding Arbitration.
 - a. Subject to the exceptions set forth in section 15(d) below, any controversy, dispute or claim arising out of or relating to this Agreement, or the breach thereof, shall be resolved by mandatory, binding arbitration administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. This means that by executing this Agreement, subject to the exception under 15(d) below, **each party hereto is waiving its respective rights to assert or defend any dispute under the Agreement at a court hearing, and further waives the right to resolution of such dispute by a judge or jury.**
 - b. All disputes heard in arbitration will be resolved by a neutral arbitrator. You are entitled to a fair hearing, but the arbitration procedures are generally simpler and more limited than rules of court. However, **arbitrator decisions are as enforceable as any court order and are subject to very limited review by a court.** Each party will have an equal voice in selecting the arbitrator(s) proposed by the AAA and will split fees and costs incurred evenly. To the extent the controversy referred to the AAA for arbitration can be considered on an expedited basis and or any dispute and/or hearing can be held without an in-person hearing, (i.e. by telephone, by written memoranda, or otherwise), the parties hereby consent to implement such rules.



Madison Adoption Associates

- c. For more information about arbitration procedures and rules, please consult the American Arbitration Association website at <https://www.adr.org>, or contact the following:
American Arbitration Association, Customer Service Center
335 Madison Avenue, Floor 10, New York, New York 10017-4605
212-716-5870 Fax: 212-716-5907, Toll Free: 1-800-778-7879 Email: Websitemail@adr.org
- d. **Exceptions.** The following are the sole exceptions to paragraphs 15(a) and (b) above:
- i. Matters in dispute with a value of \$2500 or less may be heard by the Small Claims Court division of New Castle County, DE.
 - ii. To the extent the Adoptive Parents fail to honor the post-placement/post-adoption obligations set forth above, MAA may pursue all legal action necessary to force compliance with the post-placement requirements, including, without limitation, an action for specific performance or injunctive relief in the Delaware Court of Chancery.
 - iii. Venue for any and all proceedings will be in New Castle County, Delaware.
- e. Each party hereto has had a chance to discuss this provision with an attorney and has made knowing and voluntary decision to select arbitration for resolution of disputes covered by this Agreement.
16. **Full Disclosure.** All parties acknowledge that this is a fair agreement and that it is not the result of any fraud, duress or undue influence exercised by any party upon any other or by any other person or persons upon any party.
17. **Severability.** In the event that any provision of this Agreement should be held to be contrary to, or invalid under, the law of any country, state or other jurisdiction, such illegality or invalidity shall not affect in any way any other provision hereof, all of which shall continue, nevertheless, in full force and effect in any country, state or jurisdiction in which such provision is legal and valid.
18. **Independent Covenants.** Each of the respective rights and obligation of the parties hereunder shall be deemed independent and may be enforced independently, irrespective of any of the other rights and obligation set forth herein.
19. **Headings.** Headings are inserted for the convenience of the parties only and shall not be attributed with any substantive meaning for purposes of interpreting this Agreement.
20. **Entire Understanding.** This Agreement, with the Attachments "A" Schedule of Fees, Expenses and Financial Obligations and Refund Policy and all other attachments hereto, contains the entire understanding of the parties, who hereby acknowledge that there have been and are no representations, warranties, covenants or understanding other than those expressly set forth herein and that the parties have not entered into this Agreement in reliance upon any provision or understanding not expressly contained herein.
21. **Independent Legal Advice.** MAA encourages the Adoptive Parent(s) to retain independent legal counsel both for the review of this Agreement and its Attachments and to advise the Adoptive Parent(s) on what, if any, steps are required in their home state for recognition of the foreign adoption decree. Further, as an international adoption agency, it is the primary responsibility of MAA to find families for children, not children for families. MAA must represent the best interest of the child at all times. To the extent that the Adoptive Parent(s) determine that a conflict of interest with these goals should arise, MAA will notify the Adoptive Parent(s) thereof, and the Adoptive Parent(s) understands that they may consult with independent legal counsel at their own expense.

Adoptive Parent

Date

Adoptive Parent

Date

State of: _____ County of: _____

Subscribed and sworn to before me this _____ day of _____, 20__.

Notary Public

My Commission expires on: _____

Parent 1 Initials: _____ Parent 2 Initials: _____