



PLACEMENT AGREEMENT

This agreement is entered into by and between ALL GOD'S CHILDREN INTERNATIONAL ("AGCI"), and the undersigned Prospective Adoptive Parent/Adoptive Parent ("PAP/AP"). For purposes of this Agreement, a "Prospective Adoptive Parent" is defined as an individual who is in the process of pursuing an adoption, but the adoption is not yet Finalized. For purposes of this Agreement, an "Adoptive Parent" is defined as an individual who has legally adopted a Child. AGCI and PAP/AP are collectively referred to herein as "the parties."

Name(s) of PAP/AP:

This Agreement concerns the following Child (hereinafter referred to as the "Child:":

RECITALS

1. The parties have previously entered into a written International Adoption Services Agreement.
2. Pursuant to the International Adoption Services Agreement, and except as otherwise indicated in Recital 6, below, the Child has been assigned to and accepted by PAP/AP for the purpose of adoption. The Child currently resides in a country other than the United States (such country hereinafter referred to as the "Sending Country").
3. The Sending Country requires the adoption be finalized in the Sending Country, in accordance with the laws of that country (such adoption is hereinafter referred to as the "Overseas Adoption"). If the Overseas Adoption is granted, PAP/AP intends, and in some cases may be legally required, to re-finalize the adoption in the United States or otherwise intends to take all steps necessary to obtain a valid U.S. birth certificate for the Child.
4. Placement of the Child is defined as the time PAP/AP assumes all physical and financial responsibility for the Child, including all costs of the Child's medical and other care. Placement shall occur at the time the overseas adoption is granted or at the time the Child is placed in the physical custody of PAP/AP, whichever comes first
5. The parties are mutually concerned about the adjustment of the Child to a new home, culture, and country. In order to ease this transition, and in the best interests of the Child, the parties desire and agree to a period of monitoring, supervision, and evaluation subsequent to placement (such period referred to herein as the "Post-Adoption Period").
6. The parties now wish to define their relationship and their respective rights and obligations with regard to the Child and Placement.

AGREEMENTS

PAP/AP hereby accepts referral of the Child with the intent to take placement of the Child and to become the adoptive parents of the Child, in accordance with the provisions of this agreement, including Exhibit A, which is attached

hereto and incorporated herein.

1. *Recitals*

The recitals set forth above are hereby made a part of this agreement.

2. *International Adoption Services Agreement*

All the provisions of the International Adoption Services Agreement - including but not limited to the recitals, disclaimers, releases, dispute resolution provisions, and provisions concerning contract construction - are hereby made a part of this Agreement and are as fully enforceable as though those provisions were expressly set forth herein. In the event of any conflict between the provisions of the International Adoption Services Agreement and the provisions contained herein, the terms of this Agreement are controlling.

3. *The Overseas Adoption*

Upon fulfillment of all conditions precedent, including but not limited to the execution of this Agreement and payment by PAP/AP of all required fees, AGCI, or the in-country provider, will petition the appropriate authorities in the sending country for adoption of the Child on behalf of and in the name of PAP/AP. AGCI cannot guarantee that any adoptive placement or Overseas Adoption will be granted. If, for any reason, the Overseas Adoption is not granted, this Agreement will automatically terminate, as provided more fully below. Please see Exhibit B for additional information on referral process.

4. *Placement & Custody*

- a. Execution of this Agreement does not guarantee placement. Placement will occur only upon fulfillment of all conditions precedent, including but not limited to PAP/AP being granted a finalized adoption of the Child by authorities in the Sending Country.
- b. Prior to finalization of the Adoption in the Sending Country, PAP/AP must not transfer physical custody of the Child without the prior written consent of AGCI.
- c. Prior to finalization of the Adoption in the Sending Country, PAP/AP must keep AGCI informed of PAP/AP's current whereabouts and residence address.

5. *Care of the Child*

- a. **General Obligations of PAP/AP**
From the time of Placement, and at all times thereafter, PAP/AP is solely responsible for paying any and all costs, fees, or expenses related to the Child -- including but not limited to all medical expenses, the cost of food, clothing, and other care, adoption fees, and transportation costs -- which are incurred or arise at any time after Placement. PAP/AP will take all reasonable steps to qualify the Child as a dependent under any health insurance plan in which PAP/AP participates; however, PAP/AP's obligations are in no way contingent upon PAP/AP's ability to obtain insurance coverage for the Child. Under no circumstances shall AGCI be required to reimburse PAP/AP for any such costs, fees, or expenses. From the date the Child is in the physical custody of PAP/AP, PAP/AP is solely responsible for the physical, emotional, education, and spiritual care, safety, development, and well-being of the Child.
- b. **Hold harmless and indemnity**
PAP/AP agrees to indemnify and hold AGCI harmless from any and all liability, losses, damages, judgments, or claims arising out of or in any way relating to any costs, fees, and expenses related to the Child and which are incurred or arise at any time after placement.

6. *Post-Adoption Requirements*

In accordance with the provisions of the Adoption Services Agreement, PAP/AP must fully comply with, and is solely responsible for paying all costs and fees associated with all post-adoption requirements imposed by AGCI, the Sending Country, the jurisdiction in which PAP/AP resides, or any other government authority with jurisdiction over the Adoptive Placement. Post-adoption requirements may differ from case to case. Exhibit A includes a summary of the post-adoption requirements anticipated with regard to the above-referenced Child.

7. U.S. Citizenship and Re-Adoption

- a. Certificate of U.S. Citizenship
PAP/AP must obtain a Certificate of U.S. Citizenship for the Child as soon as the Child is eligible. The Child Citizenship Act of 2000 became effective February 27, 2001. The Act allows foreign-born adopted Children of U.S. citizens to acquire U.S. citizenship automatically upon entry into the U.S. if they satisfy certain requirements before age 18. This Act creates provisions to automatically provide Certificates of Citizenship, at no extra charge, to adopted Children who enter the U.S. on an IR-3 or IH-3 visa within 45-90 days of entry into the United States. Further information regarding Citizenship will be provided in AGCI's Post-Adoption Packet provided upon Placement.
- b. Readoption or Registration of the Adoption
While the Adoption will be finalized in the Sending Country, it is wise to complete an adoption registration or a readoption in your local courts. This is not required but is extremely beneficial to families, and AGCI strongly recommends it for all adoptive families. The primary reason being that registering or readopting can provide your Child with a U.S. Birth Certificate. Further information regarding readoption and registration of the adoption will be provided in AGCI's Post-Adoption Packet provided upon Placement.
- c. Demonstration of Compliance
PAP/AP must demonstrate compliance with the provisions of this section by providing AGCI with a copy of the Child's Certificate of U.S. Citizenship. This document shall be provided to AGCI within 15 days of the date PAP/AP has obtained or received them, not exceeding longer than one year after placement. AGCI also encourages you to provide a copy of any readoption or adoption registration documents to maintain in the adoption record.

8. Termination of Placement Agreement

- a. Grounds for Termination
 - i. Automatic Termination- In addition to the reasons stated in the International Adoption Services Agreement, this Agreement will automatically terminate in the event that authorities in the Sending Country fail or refuse to grant the Overseas Adoption.
 - ii. Termination by PAP/AP- PAP/AP may terminate this Agreement at any time prior to finalization of the Adoption. Once the Adoption has been finalized, this right to terminate will cease. Termination by PAP/AP is effective upon written notice, stating PAP/AP's reason for the termination.
 - iii. Termination by AGCI- AGCI may terminate this Agreement at any time prior to finalization of the Adoption. Ordinarily, AGCI will provide written notice of termination to the extent reasonably possible. However, AGCI expressly reserves the right to terminate this Agreement with no prior notice to PAP/AP if, in AGCI's sole discretion and judgment, it is in the best interests of the Child to do so. AGCI expressly reserves the right to terminate this Agreement for any or no reason, although AGCI generally will seek termination only for the reasons stated in the International Adoption Services Agreement, including but not limited to the following:
 1. Any change in PAP/AP's or change in any member of PAP/AP's household's criminal history or abuse history;
 2. Any complaints made by or to a child protection agency, any allegations of child neglect or abuse, or any

investigation relating to allegations or claims of child neglect or abuse, concerning PAP/AP or any member of PAP/AP's household;

3. Any efforts by PAP/AP to increase PAP/AP's household, including but not limited to, pregnancy, any efforts to adopt a child through any person or entity other than AGCI, assignment of a child or placement of a child with PAP/AP on an adoptive, guardianship, or foster care basis, any fertility treatments undertaken by PAP/AP, or any efforts to have a child via third party reproduction including surrogacy.
 4. Any change in health including diagnosis of terminal or life-debilitating illness.
- b. Notification of Change in Circumstances- At all times while this Agreement is in effect, PAP/AP must notify AGCI and any relevant cooperating agency of any change or prospective change in the status or circumstances of any of the following concerning PAP/AP. The notification must be provided within five business days of the occurrence of or learning of the occurrence of a change in any of the following:
 - i. employment,
 - ii. financial status,
 - iii. work or home address,
 - iv. work or home telephone numbers,
 - v. health status,
 - vi. family composition, including but not limited to any pregnancy, loss, miscarriage, or adoption through other entity other than AGCI, or
 - vii. any criminal arrests or convictions of any kind, and any complaints or charges of child neglect or abuse.

Failure to notify AGCI of any of the above could result in termination of this Agreement.

- c. Effect of Termination
Termination of this Agreement by any party or by automatic termination shall have the following effects:
 - i. Costs, fees, and expenses incurred prior to termination- Termination of this Agreement does not extinguish or affect PAP/AP's obligation to pay any and all costs, fees, or expenses relating to the Child, including any costs or fees due to AGCI under this or the International Adoption Services Agreement.
 - ii. Termination of custody- Termination of this Agreement terminates PAP/AP's right to custody of the Child. If the Child is in the custody of PAP/AP, it will remain with PAP/AP until AGCI, in collaboration with the foreign Central Authority, has made other arrangements for the care and custody of the Child or upon immediate removal of the Child if necessitated due to concerns regarding the best interest of the Child.

9. Effects of Overseas Adoption

- a. PAP/AP acknowledges and understands that the Overseas Adoption is considered final and irrevocable and will result in the following consequences, among others:
 - i. The Overseas Adoption will create a legal relationship between PAP/AP and the Child, whereby PAP/AP will become the Child's legal parent and guardian with all legal rights and obligations of a parent and guardian.
 - ii. The relationship created by the Overseas Adoption requires PAP/AP to be responsible for the care and well-being of the Child in all manners and respects as

if the Child were the biological offspring of PAP/AP. This obligation extends to any and all medical, psychiatric, counseling, or other services required for the Child.

- iii. The relationship created by the Overseas Adoption is as binding and lasting as any parent-Child relationship and cannot and should not be severed or relinquished lightly or easily.

10. Overseas Adoption Dissolution

Dissolutions are defined as the termination of the PAP/AP's parental rights after an adoption is finalized.

- a. AGCI responsibilities- In the event of a dissolution, AGCI is available to provide support, resources, or referrals to PAP/AP for assistance with an adoption dissolution. AGCI is not obligated to find or identify another adoptive family, foster family, or other custodian for a Child subject to dissolution of adoption. If AGCI is aware of a potential alternative placement for the Child, AGCI may, utilizing all appropriate releases and in keeping with AGCI's confidentiality procedure and all applicable laws regarding confidentiality, inform the dissolving adoptive family of the potential placement.
 - i. Entities which may be consulted for assistance in the event an adoption is dissolved:
 - 1. Local Child welfare organizations
 - 2. 2nd Chance Adoptions
 - 3. Private adoption attorneys
- b. Adoptive Parent responsibilities- In all dissolutions, including those in which AGCI has assisted in identifying a new potential adoptive placement for the Child, AGCI will leave the legal and financial arrangements regarding the transfer of custody and other dissolution matters to the two families and their legal counsel.
- c. New placement- AGCI will not contract with, advise, or provide intercountry adoption services to the new adopting family. The new adoption will proceed as a private, domestic adoption under applicable state and federal law. AGCI may contract with the new adoptive family for Post-Adoption reporting services, if applicable.
- d. Return of the Child to the Sending Country- AGCI does not return from the United States an adopted Child whose adoption has been dissolved unless the Central Authority of the country of origin and the U.S. Secretary have approved the return in writing and it is determined to be in the Child's best interest.
- e. Notifications- If PAP/AP legally dissolves the adoption at any time after finalization, PAP/AP must notify AGCI within five (5) business days after dissolution has taken place so that AGCI may report the dissolution to the U.S. Department of State as required by federal regulations.

11. Entire Agreement

This Agreement and the International Adoption Services Agreement, which is incorporated herein, and any other documents specifically referred to and incorporated within those two agreements, contains the full, final, and exclusive statement of the agreement between the parties hereto. This document is being signed voluntarily, without reliance on any other promises or representations.

12. Requests for Additional Non-Identifying Information

On occasion, a child's birth parent, foster parent, or orphanage staff member may request AGCI obtain non-identifying information about the Child, such as information about the Child's health, accomplishments, or educational progress. By signing this agreement PAP/AP agrees to send pictures with a short update upon request to AGCI. Updates will go through AGCI directly and PAP/AP agrees to have no correspondence directly with birth parents, foster parent(s), or orphanage staff unless approved by AGCI in writing.

13. Confidentiality

Federal and state law require AGCI to respect confidentiality of all persons involved in an adoption, including birth parents, adopting parents, and adopted Children. In order to help protect the confidentiality of the identities

of persons served by AGCI, AGCI imposes the following restrictions on PAP/AP. Any breach of the provisions of this section shall be considered a material breach of this agreement.

- a. Information regarding assigned/referred Child- Prior to the finalization of PAP/AP's adoption of a referred or assigned Child, PAP/AP may not publicly disclose identifying or other information regarding the Child. Among other things, this means that PAP/AP may not post information regarding the Child on a website or blog. Once the Adoption has been finalized, this proscription no longer exists, and PAP/AP is free to publish and disclose any information about their Child in any manner they wish.
- b. Information regarding other families or Children- PAP/AP must respect the privacy and confidentiality of other Children, adoptive families, and birth families. Among other things, this means the following: (a) When PAP/AP is in a Sending Country, PAP/AP may not photograph or video Children (other than the Child or Children assigned to PAP/AP), birth parents, or other adoptive families; (b) PAP/AP may not obtain and AGCI staff will not disclose, information regarding Children (other than the Child or Children assigned to PAP/AP), birth parents, (except as relevant to the Child or Children assigned to PAP/AP) or other adoptive families, including information about the status of other families' adoptions.

14. Additional Documents

PAP/AP understands the following documents must accompany this Placement Agreement and be returned to AGCI within fourteen (14) days.

Failure to do so can result in the termination of this Agreement. PAP/AP understands the following documents must accompany this placement agreement and no documents will be sent to sending country until all documents are turned in complete.

- a. Exhibits A and B
- b. International Adoption Pediatrician Review
- c. Social Worker Approval & Release
- d. Foreign Travel Release
- e. Transition Plan
- f. Receipt of Referral Information
- g. Media Release
- h. Country Specific Placement Documentation
- i. Letter of Intent

THE PARTIES HAVE READ AND FULLY UNDERSTAND THIS AGREEMENT. THE PARTIES AGREE TO THE TERMS AND CONDITIONS OUTLINED WITHIN THE AGREEMENT.

Prospective Adoptive Parent Date

Prospective Adoptive Parent Date

ALL GOD'S CHILDREN INTERNATIONAL

Representative Date