



Adoption Services Agreement

THIS AGREEMENT is made as of September 23, 2024 by and between _____, currently of _____ (hereinafter referred to as "CLIENT" or Prospective Adoptive Parent(s) or "PAP") and WORLD LINKS ASSOCIATION, INC., a Pennsylvania non-profit corporation with its principal place of business at 418 Jefferson Avenue, Scranton, PA 18510 (hereinafter referred to as "CONTRACTOR").

WITNESSETH:

WHEREAS, the CLIENT has expressed an interest in adopting one child by engaging in international adoption, submitted an application, and has provided preliminary personal background information sufficient to qualify as Prospective Adoptive Parent(s) for international adoption, and has consulted the CONTRACTOR regarding the aforementioned; and

WHEREAS, the CONTRACTOR is an entity licensed and accredited to provide intercountry adoption services and has provided to the CLIENT a description of the process, associated services, expenses and the risks of adopting a child or children from a foreign country; and

WHEREAS, the parties hereto desire to reduce to writing their understandings and agreements concerning the services to be provided by the CONTRACTOR to the CLIENT and the payments to be made by the CLIENT to the CONTRACTOR and the duties and responsibilities of each party to the other in order to accomplish the adoption of a child.

NOW THEREFORE, the parties hereto, each intending to be legally bound hereby, agree as follows:

1. This Agreement shall be initiated by all required signatures within 12 months from the above stated date and shall continue in effect until the outlined services are provided, or until either party terminates the Agreement by written notice to the other, as herein provided.
2. If the Agreement is not initiated within 12 months from the above stated date, a new Agreement must be provided and initiated.
3. The CLIENT hereby engages the CONTRACTOR to assist the CLIENT with an intercountry adoption of a child and the CONTRACTOR agrees to assist the CLIENT in said process.
4. For and in consideration of the services to be provided by the CONTRACTOR to the CLIENT, the CLIENT agrees to pay the CONTRACTOR as described in Addendum A. These payments are to compensate the CONTRACTOR for services as described in this Agreement, but any additional or extraordinary services that the CLIENT may request or require, and that the CONTRACTOR agrees to provide, shall be paid for in addition to, and as may be agreed upon separately by the parties in a written agreement, and the CLIENT shall also be responsible for all expenses and costs as provided for in Addendum A.
5. Pursuant to the foregoing, CONTRACTOR shall do the following:
 - a. Orient the CLIENT as to the intercountry adoption process;

- b. Assist the CLIENT with meeting local, State and USCIS requirements, as well as all requirements of the country of adoption;
 - c. Process for the CLIENT the outlined legal documentation required to accomplish an intercountry adoption;
 - d. Identify for the CLIENT a child for adoption, if the Central Authority of the country of origin allows so;
 - e. Review CLIENT's existing home study, and, if possible, perform or obtain a background study and report on a child;
 - f. Make non-judicial determination of a child's best interests and of the appropriateness of an adoptive placement;
 - g. Advise the CLIENT as to travel arrangements to and in the country of adoption;
 - h. Assist in obtaining CLIENT'S visas;
 - i. Transfer the CLIENT's dossier and accompanying paperwork to the appropriate foreign authorities;
 - j. Coordinate child's immigration procedures and documents;
 - k. Monitor the case after a child has been placed with the CLIENT;
 - l. Subject to the terms of this Agreement, and its addendums and attachments, make a reasonable effort to provide CLIENT with information regarding the health and welfare of the child or children as it becomes available within the laws of the country of adoption;
 - m. Review and approve Post Adoption Reports provided by the CLIENT'S home study agency (if the Home Study is not done by the Contractor), and submit said written Post Adoption Reports to the appropriate entity in the country of adoption in accordance with that country's rules and regulations on Post Adoption Reports;
 - n. Provide the following post adoption services for the CLIENT upon the child's arrival in the US: assistance in acquiring proof of citizenship for the adopted minor, child registration and assistance in obtaining a social security number for the adopted child;
 - o. Provide Post-Adoption and/or Post-Placement reporting in any situation, as long as it remains feasible.
6. The CLIENT agrees to be solely responsible for all expenses in regard to the adoption process.
 7. The CLIENT understands and acknowledges the duty to disclose any and all information in regards to any arrests, convictions or other adverse criminal history, physical, mental or emotional health issues or behavioral issues, of new events of information warranting submission of an updated or amended home study, specifically including the ongoing duty of candor.
 8. The CLIENT agrees that adoptive parents must follow all applicable adoption laws.
 9. The CLIENT agrees to cooperate fully in meeting the scheduling arrangements made by the CONTRACTOR and agrees that the CONTRACTOR is not liable for any scheduling problems that arise from factors beyond the immediate control of the CONTRACTOR.
 10. The CLIENT understands and agrees that all times and schedules are estimated and not exact and CONTRACTOR is not responsible for delays or costs associated with delays in the adoption process.
 11. The CLIENT hereby acknowledges that children being adopted through an orphanage or institution may have medical problems and/or developmental delay or behavioral, emotional or social problems. These problems may not be obvious and may develop over time as the adoptive

child gets older and the CLIENT specifically accepts and assumes this risk of medical problems and/or developmental delay or behavioral, emotional or social problems. To assist in managing this risk, CLIENT understands that the CLIENT can hire, at CLIENT's sole expense, medically licensed doctors in the country of adoption or in the United States to either examine the child or children and/or to review medical records of the child or children.

12. The CLIENT hereby acknowledges that if the CLIENT does not choose to have an independent medical evaluation or does not otherwise satisfy themselves concerning the medical information about the prospective adoptee then the CLIENT is intelligently and knowingly waiving these rights and CONTRACTOR shall have no duties or responsibilities in regard to arranging any independent medical evaluations.
13. The CLIENT hereby acknowledges that the CONTRACTOR has not made and is not making any representation or warranty concerning the medical or mental condition of any prospective adoptee and the CLIENT hereby releases, indemnifies and holds harmless the CONTRACTOR from any claim or claims that may arise out of any medical, mental, developmental, physical, emotional, social or any other condition of any child or children adopted.
14. The CLIENT agrees to be solely responsible for any and all final decisions regarding the adoption including, but not limited to, the final adoption decision on a specific child. The CLIENT further understands and agrees to express relevant decision in writing and within two weeks from the date of transmission of the referral.
15. The CLIENT understands and agrees that the CONTRACTOR does not guarantee the outcome of any court hearing and the CLIENT assumes the risk of an adverse result and the CLIENT is responsible for all appeal costs and legal fees should there be an adverse result in any court hearing or decision.
16. The CLIENT will be responsible for deciding whether or not to appeal an adverse court decision and CLIENT will be responsible to pay for all costs and legal fees and all other expenses involved in such an appeal. Appeal process is not a part of this Agreement.
17. The CLIENT understands that the country of adoption is a sovereign nation and could impose changes that affect any aspect of the adoption process or any aspect of Post Adoption registration, supervision, or reporting. The CLIENT agrees to comply with any changes in laws, rules or regulations even if said changes are more burdensome or costly to the CLIENT.
18. The CLIENT agrees that the CONTRACTOR provided ample information about, and has fully reviewed and explained adoption laws, rules, and regulations, and the undersigned acknowledges to have a full understanding of adoption laws, rules, and regulations.
19. The CLIENT agrees to provide ample opportunity for monitoring of the adoptive minor's education and living conditions, according to the requirements set by the child's country of origin, and further agrees to comply with the appropriate policy of World Links and the Country of Adoption, and acknowledges that said requirements may change from time to time.
20. The CLIENT agrees to complete the Post-Adoption Reports and/or Post-Placement Reports as required by the adoption authorities of the Country of Adoption and understands this may present additional costs, and agrees to bear such costs.
21. The CLIENT agrees to complete adopted child's or children's registration with the consular authorities of the country of origin in accordance with the laws, rules, and regulations of the country of origin.

22. The CLIENT agrees to promptly inform World Links with any changes in home address or telephone numbers for the time period required by the Country of Adoption's adoption laws, rules and regulations.
23. The CLIENT understands and agrees that in order to make this adoption complete, CLIENT's dossier documents must be presented to the authorities of the Country of Origin for review and approval and that World Links will provide assistance with the necessary steps to prepare the parental dossier for presentation.
24. The CLIENT understands and agrees that once the parental dossier has been presented to the appropriate governmental entity of the Country of Origin it may not be possible to accurately determine the length of time it may take until a referral and a court date are assigned.
25. The CLIENT understands and agrees that once the parental dossier has been presented to the appropriate governmental entity it may not be possible to accurately determine which government office may be reviewing the documents at any time.
26. The CLIENT understands and agrees that all contacts with adoptive country officials, representatives and/or attorneys shall be made exclusively by World Links.
27. The CLIENT understands and agrees not to hold World Links responsible for any misinformation or misinterpretation regarding the CLIENT's adoption or concurrent adoptions which the CLIENT may be subjected to via persons, organizations, newspaper articles, internet, etc., that has not been confirmed directly by World Links.
28. The CLIENT understands and agrees that World Links will keep the CLIENT informed of any and all information regarding the case that is made available to World Links when and if it is made available.
29. The CLIENT understands and agrees that availability and reliability of medical information on any prospective adoptive child may vary, and will not always be complete or accurate. The CLIENT further understands that World Links only transmits medical and social history of the child and relies on the information provided by the foreign officials and agrees to indemnify World Links from any and all consequences directly or indirectly related to the aforementioned medical information.
30. The CLIENT understands and agrees that many medical tests for children are unreliable at best; some tests have a built-in timed-delay factor or exhibit a false-negative, or a false-positive response. The medical and/or social status of the child referred by the foreign entity is based upon available information. The CLIENT further understands that medical systems throughout the world vary in both technical proficiency and evaluation criteria, thus providing a possibility for disparity in the accuracy of medical diagnosis, which can be neither guaranteed nor discounted in any way.
31. The CLIENT understands and agrees that prior to acceptance of the referral, the CLIENT had an opportunity to discuss any medical and social risks with World Links, and the opportunity to independently research the medical and social risk factors of international adoptions, including the characteristics of high risk and/or unknown birth parents, and accepts full responsibility for the decision. The CLIENT understands and agrees that the CLIENT may also consult any medical professional of choice, realizing that the employees of World Links are not licensed medical personnel.
32. The CLIENT understands and agrees that in certain circumstances the CLIENT may take a child to a doctor in a foreign country, independent Embassy doctor, or the doctor used by a foreign program, institution, or entity.

33. The CLIENT understands and agrees that although World Links makes every effort to match families with the desired placement programs, occasionally a foreign program will close due to circumstances beyond World Links' control, or an individual adoption may be halted or discontinued. In that event, the CLIENT shall be placed with an alternative program or and alternative adoption placement. The CLIENT is willing to accept alternative programs and/or alternative adoption placements, in the event that the intended program or an individual becomes unavailable.
34. The CLIENT understands and agrees that the term adoption "disruption" is used to describe an adoption process that ends after the Child is placed in an adoptive home and *before* the adoption is legally finalized, resulting in the Child's placement in a second adoptive home or entry into foster care. The term adoption "dissolution" is used to describe an adoption process that ends after the Child is placed in an adoptive home and *after* the adoption is legally finalized, resulting in the child's placement in a second adoptive home or entry into foster care.
35. The CLIENT understands and agrees that in the event the CLIENT is in crisis and seeking to disrupt the placement or dissolve the adoption, World Links shall provide or arrange counseling depending on the location and needs of the family and the child. If counseling does not succeed in resolving the crisis and the CLIENT wishes to disrupt the placement or dissolve the adoption, or World Links deems that the Child must be removed based on the best interests of the Child, the Child may be removed from the home.
36. The CLIENT understands and agrees that in the event of disruption or dissolution, the CLIENT shall retain legal custody until transfer of custody is made; the CLIENT shall have legal and financial responsibility for the transfer of custody in the case of impending disruption or dissolution. The CLIENT shall also retain physical custody of the Child, unless the Child is involuntarily removed or other arrangements are made. The CLIENT shall, at all times, retain legal and financial responsibility for the Child and the Child's care until deemed otherwise by the judicial system.
37. The CLIENT understands and agrees that if the Child is involuntarily removed from the CLIENT, the Department of Children's Services ("DCS") that removed the Child will have legal and physical custody of the Child and will make all decisions regarding what is in the best interests of the Child as it deems necessary.
38. The CLIENT understands and agrees that in the event of disruption or dissolution, World Links may place the Child with a second family and, if a new family is not available, may place the Child in the care of a supervised or exempted provider, private temporary placement agency, or the Children's services department in Parent(s) state of residence.
39. The CLIENT understands and agrees that in the event of disruption or dissolution, Parent(s) agree to allow World Links to find appropriate placement for the Child in the United States, and that World Links will not return the Child to the sending country unless it is in the Child's best interests and as a last resort. World Links will consider the Child's wishes, length of time in the United States, and other pertinent factors in making a determination of the Child's best interests. If age appropriate, World Links will ask the Child for his or her input regarding returning to his or her country of origin. The Central Authority, both domestic and foreign, will be notified in writing when World Links determines that it is in the Child's best interest to return to his or her country of origin. World Links will send the Central Authority, both domestic and foreign, a written determination, which sets forth the reasons for the determination and request a written approval if the respective Central Authorities approve of the Child's return. Returning a child to his or her country of origin will only be considered as a last resort.

40. The CLIENT understands and agrees that in the event it is deemed necessary that the Child returns to his or her country of origin, the CLIENT agrees that they are financially responsible for the Child's transportation, care, and any legal fees. Further, the CLIENT will be required to submit all completed post-placement or post-adoption reports both to World Links and the foreign country.
41. The CLIENT understands and agrees that Post-Adoption and/or Post-Placement reports are a vital component of the process and will fulfill all obligations for the provision of such, regardless of any impediments.
42. The CONTRACTOR understands and agrees to follow the established process and fulfill the requirements for Post-Adoption and/or Post-Placement report provision, even in the event of disruption or dissolution.
43. The CLIENT understands and agrees to assume full financial responsibility for any and all aforementioned services, or any additional services that may be required and provided to meet the child's needs. The CLIENT further understands and agrees to assume full financial responsibility for placing a child in another adoptive home, or in foster care, and any and all requirements of the local, state, federal and foreign country regarding the disposition of the child.
44. The CLIENT understands and agrees to bear sole responsibility for disruption and/or dissolution of adoption, and indemnifies and holds harmless World Links, its employees, agents, volunteers, Board of Directors and all other, if any, affiliated and associated entities, for any diseases or conditions that have, or have not, been a factor.
45. The CLIENT understands and agrees to be in compliance with the USCIS requirements for international adoptions and keep the Immigration Approval I-800A or I-600A current at all the time during the adoption process (until the finalization of adoption).
46. The CLIENT understands that a case may take longer to process in the foreign court than was predicted. Therefore, a child at the time of arrival could be older than was expected when the referral was originally accepted. Because permanency planning for a child is involved, and as the adoption laws of other countries may vary, the CLIENT will not refuse to accept the child following foreign court approval, based on an older age than was anticipated.
47. THE CLIENT UNDERSTANDS THAT INTERCOUNTRY ADOPTIONS ARE UNPREDICTABLE. There can be no assurances or guarantees on the health of any child or of the successful completion of an adoption, and World Links is not legally responsible to the Adoptive Parent if for any reason the Adoptive Parent does not complete the adoption due to events, representatives, courts, or any other reason in the country of adoption. For example, the possibility always exists that the adoption process could be delayed or discontinued by the sending country. In addition, the adoption may be discontinued if the adoption is for any reason not approved by the local courts or other licensing or investigating body or bodies of the sending country. In the event the adoption is not completed for any reason, the Adoptive Parent understands that the fees already paid by the Adoptive Parent to the foreign coordinators or other officials in the foreign country are not refundable. World Links' refund policy is explained in the Agreement signed by the Adoptive Parents.
48. The CLIENT understands and agrees that in the event that the Post Adoption Report cannot be completed on a timely basis by the original Post Adoption Agency, it will be CLIENT's responsibility to have the Report(s) completed by another Post Adoption Agency at the CLIENT's sole expense. The CLIENT agrees to comply with any changes in laws, regulations or rules, either domestic or international, even if said changes are more burdensome or costly than at the time of the execution of this Commitment.

49. The CONTRACTOR may terminate this Agreement with a written notice to the CLIENT if the CLIENT does not reasonably cooperate, or if the CONTRACTOR determines that the intended adoption is not in the best interests of the child. In such event, the CLIENT shall be responsible for all fees earned by the CONTRACTOR to the date of termination plus any and all unreimbursed costs, additional costs and expenses owed to the CONTRACTOR by the CLIENT.
50. The CLIENT understands and agrees that this Agreement is made between the CLIENT and the CONTRACTOR solely and the CLIENT hereby acknowledges that the CONTRACTOR is not responsible for making travel arrangements, assisting with visas, acquiring an invitation, etc. for persons who may be traveling with the CLIENT.
51. The CLIENT understands and agrees that all costs of travel and accommodations are solely the responsibility of the CLIENT and the CLIENT hereby indemnifies and holds harmless the CONTRACTOR for any claims relating to injuries or theft suffered by the CLIENT or anyone traveling with the CLIENT and the CLIENT hereby specifically waives any such claims against the CONTRACTOR.
52. The CLIENT understands and agrees that the CONTRACTOR is not liable or responsible for any type of consequential damages, punitive damages or claims for emotional distress and in the event of any claims of negligence against the CONTRACTOR the CLIENT's damages shall be strictly limited to the amount of fees paid by the CLIENT to the CONTRACTOR.
53. The CLIENT agrees that the CONTRACTOR shall be entitled to retain all of the fees received should the CLIENT decide not to proceed with the adoption process at any time due to any personal reasons or to not attend the scheduled court hearing for any personal reason or to not adhere to any of the specific guidelines set forth in this Agreement.
54. The CONTRACTOR prohibits its employees and agents from giving money or other considerations directly or indirectly, to a child's parents(s) or other individual(s) or an entity as a payment for the child or as an inducement to release the child and requires the CLIENT to comply with this prohibition. Permitted or required contributions shall not be remitted as payment for the child or as an inducement to release the child (Hague standards 96.36(a)).
55. The CLIENT will, at all times, treat World Links Association, Inc. employees, volunteers, and the personnel of in-country providers and cooperating agencies with respect; prospective adoptive parents will refrain from communicating with such persons in any manner that is threatening, personally derogatory, abusive or profane. Any prospective adoptive parent who fails to meet this standard may be subject to sanction by World Links Association, Inc. Such sanction may include, in the sole judgment and discretion of World Links Association, required counseling or treatment before proceeding with the adoption process, suspension of adoption services, termination of adoption services and of this agreement. When applying any such sanction, World Links Association is not required to resort to the dispute resolution procedure created by this agreement.
56. The CLIENT understands and agrees that the CONTRACTOR does not customarily charge fees and expenses in addition to those outlined in this AGREEMENT and fee schedule, however CONTRACTOR may be required to charge CLIENT additional fees or expenses when CLIENT requires unforeseen additional special services or considerations or when unforeseen additional fees or expenses are incurred. Under either circumstance CONTRACTOR will require and shall only proceed after obtaining a written specific consent of the prospective adoptive parents prior to expending any additional funds in excess of \$1000. CONTRACTOR shall furnish all appropriate receipts.

57. The CLIENT understands and agrees that in the event of any dispute between the parties concerning any provisions of this Agreement, same shall first be submitted to mediation in Lackawanna County, Pennsylvania, and if that mediation does not successfully resolve the matter then the parties agree to arbitrate the dispute in Lackawanna County under the auspices of the American Arbitration Association in accordance with its Arbitration Rules for Adoption Agencies and Related Services Disputes or of another recognized arbitration service agreed to by both parties and such arbitration shall be final and binding and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction and with each party to be responsible for its own fees and expenses.
58. The CLIENT fully understands that the Country of Adoption and World Links are vitally interested in the welfare and development of the child intended for adoption, and because of said concern the Country of Adoption requires that the CLIENT and World Links, fulfill certain responsibilities in regard to Post Adoption Reports. The CLIENT agrees to fully cooperate in the preparation and submission of all Post Adoption Reports required by the laws of the Country of Adoption, and which requirements are imposed on the Adoptive Parents and World Links. Because of these requirements, the CLIENT understands that failure to fully cooperate will compel World Links to report this failure to cooperate to Children and Youth Services of Lackawanna County or to Children and Youth Services of the county in which the CLIENT and the adopted child and family reside, so that a full investigation can be made as it relates to the health and welfare of the adopted child. The CLIENT understands that said investigation by Children and Youth Services could jeopardize the adoption. Further, the CLIENT understands that in order to fulfill its responsibilities to the Country of Adoption World Links reserves the right to file a petition with the appropriate court seeking to compel the CLIENT to fully cooperate in the timely submission of all Post Adoption Reports and for the Registration of an adopted child in the Country of Adoption and the CLIENT agrees to be solely responsible for all of the legal fees and costs of World Links in any such legal proceedings.
59. The CLIENT understands and agrees that World Links is relying on this Agreement in agreeing to handle the adoption and the handling of this adoption by World Links constitutes adequate and sufficient consideration for this Commitment.
60. The CLIENT recognizes and acknowledges that failure to fully cooperate with the Post Adoption Reports requirements could jeopardize the legal standing of World Links in the Country of Adoption and could cause World Links to lose its license, or to have its license suspended in the Country of Adoption. This would be a foreseeable legal consequence of the CLIENT's failure to fulfill all of the Commitments as set forth herein. Accordingly, the CLIENT hereby agrees to indemnify World Links and to hold it harmless from and against all consequential damages World Links may incur by reason of the CLIENT's failure to fulfill any Commitments as herein set forth.
61. The CLIENT understands that there are counseling and other related services available, and agrees to seek such services when needed.
62. The CLIENT understands and agrees that this Agreement shall be interpreted and enforced under the laws of the Commonwealth of Pennsylvania.
63. The CLIENT is solely responsible for the fees and expenses of any lawyer retained by the CLIENT.
64. The CLIENT understands and agrees that this Agreement may be amended or modified only by a written agreement signed by both parties.

- 65. The CLIENT understands and agrees that this Agreement and its addendums and attachments represent the only agreement between the parties and there are no oral agreements or understandings between the parties.
- 66. The CLIENT understands and agrees that in the event that World Links pursues any legal action to enforce compliance with any term of this agreement, World Links shall be entitled to recover all monies whether legal fees, court costs, travel expenses, and all other reasonable expenses associated with enforcing this contract.
- 67. Notwithstanding the foregoing, the CONTRACTOR retains the right to sue for any fees or unreimbursed expenses without having to proceed through mediation or arbitration and the parties consent to the jurisdiction of the District Magistrate in the City of Scranton or the Court of Common Pleas of Lackawanna County.
- 68. The CLIENT acknowledges that this Agreement is being signed voluntarily, without reliance on any other promises or representations.
- 69. The CLIENT acknowledges to have read, understood, and agreed to all terms, and initialed the bottom of each page. The CLIENT has had an opportunity to ask any questions about the meaning of any terms of this Agreement and agrees that it shall be legally binding on the CLIENT in accordance with its terms.

ATTACHED AND MADE PART OF THIS AGREEMENT:

- 1 Statement of Understanding
- 2 Refund Policy
- 3 Addendum A: Fees and Schedules
- 4 Addendum B: Definitions and Summaries

IN WITNESS WHEREOF, the parties have hereunto set their respective hands and seals the day and date first above written.

DATE

CLIENT

DATE

CLIENT

STATE OF _____ :

COUNTY OF _____ :

On this _____ day of _____, 2024, before me, a Notary Public, the undersigned Officer, personally appeared _____, known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Statement of Understanding

1. Kyrgyz Post Adoption Reporting Requirements

The CLIENT understands and agrees to provide Post Adoption Reports on the following schedule:

REPORT #	DUE BY
First Report	At 6 months after the date of adoption
Second Report	At 12 months after the date of adoption
Third Report	At 24 months after the date of adoption
Fourth Report	At 36 months after the date of adoption

2. Referral Conditions

- a. The CLIENT understands that World Links does not and can not guarantee, nor make any promise or assertion as to the accuracy of the medical/emotional/developmental information provided by the foreign adoption officials.
- b. The CLIENT understands that World Links serves as a transmission medium providing to the CLIENT the information as it was provided to World Links.
- c. The CLIENT understands that additional information may be requested, but there is no guarantee that additional information exists.
- d. The CLIENT understands that the information provided may only be shared with qualified medical personnel and only for the reason of making a medical determination with regard to the adoption.
- e. The CLIENT understands and agrees and it is the CLIENT's sole decision to accept or reject a referral and the CLIENT bears sole responsibility for it.

3. Travel to Kyrgyzstan

The CLIENT understands that this adoption process requires at least 3 (three) trips to Kyrgyzstan and agrees to adhere to the schedule set forth by Kyrgyzstan.

DATE

CLIENT

DATE

CLIENT

Sworn to and subscribed before me this _____ day of _____, 2024.

REFUND POLICY

Application Fee	Non-refundable
Homestudy Review Fee (only applicable if an agency other than World Links performed your homestudy)	If your homestudy doesn't pass the initial review, 80% of your Homestudy Review Fee is refundable. If you continue the process further, the entirety of the fee is non-refundable.
MFAMG Fee	This is a 3rd party fee and is not refundable.
Agency Fee	If your case wasn't initialized by World Links yet, 100% of your Agency Fee is refundable. If your dossier was started, but not evaluated, 30% of your Agency Fee is refundable. If your dossier was compiled and evaluated, your agency fee is not refundable.
Program Management Fee	If your country specific documents weren't started yet, your Program Fee is 100% refundable. If your country specific documents were started, 30% of your Program Fee is refundable. If your dossier was submitted to the foreign country, your Program Fee is not refundable.
Case Management Fee	If your case wasn't initialized by World Links, 100% of your Case Management Fee is refundable. If your case was initialized and your dossier was submitted to the foreign country, 25% of your Case Management Fee is refundable. If your case was initialized, submitted to the Country of Origin, and your initial court hearing has been scheduled, Case Management Fee is not refundable.
Post-Adoption Report Processing Fees	If the adoption does not occur, 100% of your post-adoption report processing fees is refundable. If adoption occurs, post-adoption report processing fee is used for report processing and is not refundable.
Foreign Fees and Third Party Fees.	Foreign Fees paid for services not rendered are 100% refundable. Foreign Fees paid for services already rendered are not refundable. Any fees paid to foreign entities and third parties are not refundable by World Links.

If you requested a refund and your request is within the qualifying conditions, then your refund will be issued to you by check by mail within 60 days of World Links receiving your written refund request.

ADDENDUM A: Fees and Schedules

As a Hague Accredited Adoption Service Provider and following our Commitment to Transparency World Links is disclosing in writing the following categories of fees and estimated expenses:

Homestudy Fees

Homestudy Review Fee <small>Homestudy Preparation fee is charged by your Homestudy preparing agency and is not a part of this Agreement.</small>	\$950
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Adoption Expenses in the United States

Application Fee	\$250
MFAMG Fee <small>This is a non-refundable 3rd party fee.</small>	\$815
Agency Fee <small>includes overhead expenses such rent, agency insurance, office equipment and supplies, accounting fees, legal fees, interest expense, bank charges, parking, repairs, payroll processing fee, payroll taxes, telephone bills, internet, utilities, depreciation on fixed assets, insurance premiums, and compensation to officers, and accreditation expenses.</small>	\$9,900
Case Management Fee <small>includes, but is not limited to postage and shipment, document registration fee, document processing fee, Exempt providers oversight, supervised providers oversight, consultations regarding international adoption process and international adoption in general, including adoptive parents' obligations and rights of the adopted child, education of the prospective adoptive parents regarding different aspects of upbringing of an adopted child, consulting and assistance to prospective adoptive parents in preparing, filling out and submitting of the appropriate documents to the immigration authorities of the United States in order to be approved for international adoption and receive permission for the adopted child to enter the United States, communication with the appropriate US authorities during the process of obtaining the necessary permissions paperwork and with a US Embassy in the country of adoption, consulting services for the prospective adoptive parents regarding compilation and preparation of the adoption documents (henceforth dossier) required to be presented to governing authority of the country of adoption in order to adopt a child, legal examination of the dossier documents, assistance with notarization of documents, legalization of documents, translation of documents, assurance of a timely submission of the home study and dossier to the Central authority of the country of origin, obtaining medical and social background information on referred child and provide it to the prospective adoptive family, consulting a family on known health risks in the region or country of origin where the child resides.</small>	\$11,450
Program Fee <small>includes, but is not limited to: office personnel salaries and wages, staff training and education, pension plan contributions, other employee benefits, website expenses, conference, seminars, meetings, travel expenditures, advertising and promotion, communications and publications costs, dues and subscriptions, archive and storage expenses, Foreign Supervised Providers oversight, preparation of and issuance of a statement regarding whether or not the candidates are qualified to be adoptive parents in accordance with the IAA, UAA, immigration requirements of the United States and the country of adoption, arrangement of seminars and further consulting on legal structure and laws of the country of adoption, consultations on compilation and preparation of the required documents necessary for the homestudy for the prospective adoptive parents.</small>	\$10,450

Apostillization of your documents in the USA	Depends on state; from FREE to \$25 per document.
USCIS approval	\$920
FBI clearances	\$20 per apostille and variable rate set by FBI channeler per every household member over 18
State Criminal Clearance	Depends on State
Child Abuse Clearances	Depends on State
Medical Exam	Depends on Doctor
Child's immigration visa	US Embassy charges \$325 per visa
Child's Medical, required by the US Embassy	US Embassy approved clinic chargers from \$90 to \$360 per child for evaluation, varies with age

Foreign Country Program Expenses

<p>Foreign Fee - Chinara Abdylidaeva (Kyrgyzstan)</p> <p>Initiation, processing and compiling of a dossier, translation and legalization of the dossier, state fees and expenses, translation and legalization of the referral and all referral related documentation, preparation and submission of petitions, appeals and other documents in the course of the adoption process, keeping correspondence and translation of correspondence into English, representation of the prospective adoptive parents before the Ministry of Social Development, the Municipal authorities, the Court, the Embassy, and other institutions, representation before the Court(s), Communication with, and actions related to the written notification of, all competent entities with regards to the adoption: the Central Authority, the Regional Directorate of Social Assistance, the specialized institution, as well as arranging the contact between the prospective adoptive parents and the child after the prospective adoptive parents have given their consent for the adoption and until the finalization of the adoption procedure. Transportation costs in connection with the adoption procedure. These expenses were determined on the basis of approximately 22 days, of which the first stay comprises 12 days (10 full days of bonding period), and the second stay comprises 3 days (2 full business days for the court hearing), and the third stay comprises of 7 days (5 business days for the final taking of the child). This include transportation costs and interpreter's fees, which depend on the remoteness of the child's location. Obtaining a new birth certificate for the adopted child, a court decree, a certificate under the Article 23 of the Hague Convention, an international passport and the respective documents for the purpose of gaining permission for the child to enter and permanently reside in the USA. An appointment for a visa interview, assistance with preparation of the documents for the purposes of obtaining a visa. Compiling, translation and submission of four post-adoption reports in the legally required form. Funds intended for systematically increasing the knowledge and skills of FSP and specialists, working in the field of intercountry adoption, through research and introduction to international practices, organizing and/or participation in national and international forums and other appropriate ways, representation expenditures in relation with meetings between partnering organizations as well as participation in work groups and legislative projects referring to the activity in intercountry adoption. Expenses for maintenance of office and equipment, overhead expenses, office machines, supplies and consumables, accounting, photocopy and courier services, landline and mobile telephone services, internet services: internet access, maintenance of electronic mailboxes, maintenance and subscription to a security system and other technical expenses. Storage, maintenance, archiving, and protection of the confidentiality of the documentation. Office rent, electricity, heating, water, courier services, stationery and equipment in connection with the international adoption procedure, accounting services and audit.</p>	<p>\$8,600</p>
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Expenses incurred in care of the child

At present this category of expenses is not associated with the Kyrgyzstan program.

Translation and document expenses

<p>Translation and document expenses</p>	<p>\$3,000</p>
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Contributions to child welfare service programs in the child's country of origin

You are not required to make donations to child welfare programs, to orphanages or other institutions. You may do so if you choose and your donations will be greatly appreciated.

Fees for Post Placement and Post Adoption reports

<p>Post Adoption Report processing fee is \$300 per report per child.</p> <p><small>Post Adoption Report preparation fee is a separate fee charged by your homestudy agency.</small></p>	<p>\$1,200</p>
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Third Party Fees

Additional third party fees as may be incurred by the CLIENT.

Travel and Accommodations expenses

<p>World Links bases these estimates on the average amounts associated with the minimal required travel and accommodations, and can not account for personal taste and preferences of airlines, hotels, meals, and entertainment.</p>	
<p>Airfare to Kyrgyzstan</p>	<p>~ \$1,200 per person per trip</p>
<p>Accommodations in Bishkek</p>	<p>~ \$200 per room per night</p>
<p>Accommodations in the region</p>	<p>~ \$160 per room per night</p>

Fees are as provided in the Agreement and do not change, get reduced or waived.

SCHEDULE

The following is a payment schedule detailing stages of your process and the amounts due for services to World Links and foreign providers. Fees paid to the Foreign Supervised Provider working on your case are billed by World Links and wire transferred to the Foreign Supervised Provider in accordance with the requirement of the Hague Convention to minimize the cash transfers in the Country of Origin.

Description	Amount	When	Comment
Application Fee	\$250	with application	check #1
MFAMG Fee	\$815	with application	check #2
Agency Fee (part 1)	\$5,000	with signed agreement	check #3
Program Fee (part 1)	\$5,450	with signed agreement	check #4
Homestudy Review	\$950	upon homestudy review	check #5
Case Management Fee (part 1)	\$6,450	upon submission of dossier to WL	check #6
Translation and Documents Expenses	\$3,000	at dossier submission to Kyrgyzstan	check #7
Program Fee (part 2)	\$5,000	upon registration in Kyrgyzstan	check #8
Agency Fee (part 2)	\$4,900	upon registration in Kyrgyzstan	check #9
Foreign Fee (part 1)	\$3,000	upon invitation to travel	check #10
Post Adoption Report Processing Fee	\$1,200	upon acceptance of referral	check #11
Foreign Fee (part 2)	\$3,000	upon court hearing being scheduled	check #12
Case Management Fee (part 2)	\$5,000	upon court hearing being scheduled	check #13
Foreign Fee (part 3)	\$2,600	after court hearing	check #14

ADDENDUM B: Definitions and Summaries

DEFINITION OF TERMS

As used in this document, the following terms are defined as follows:

"Adoptive Parents" or "Prospective Adoptive Parent(s)" or "PAP" or "CLIENT" or "they" or "you" or "your" refers to the individuals, whether one or two persons, whose name(s) and signature(s) appear on this document.

"CONTRACTOR" or "World Links" or "Agency" or "us" or "our" refers to WORLD LINKS ASSOCIATION, INC., a Pennsylvania non-profit corporation with its principal place of business at 418 Jefferson Avenue, Scranton, PA 18510.

"Referral Source" refers to any official entity, person, agency or organization in a foreign country which refers children to Adoptive Parents for the purposes of an adoption.

"Foreign government" refers to any governmental entity, whether national or local, in a country outside of the United States.

"Foreign provider" refers to any person or entity supervised or unsupervised assisting in the adoption process outside of the United States.

"Home Study Agency" refers to the agency in your state that conducts your home study and post-placement/adoption supervision and reports.

"Post Adoption" - refers to after families who have received a finalized adoption decree for their child.

"Disruption" - refers to a family's decision not to proceed with a full and final adoption of a child for which they have previously received physical or legal custody.

"Dissolution" - refers to a family's decision to dissolve the adoption of a child whose adoption is full and final.

HOME STUDY

A home study is an investigative and educational assessment for the purposes of determining Adoptive Parents suitability to provide a permanent home for a child. If Adoptive Parents live in World Links' licensed area, World Links requires Adoptive Parents to use our home study services. Families utilizing the services of another home study and post placement/adoption reporting agency are advised that their agency must be approved by World Links and must have a Supervised Provider or Exempt Provider agreement on file with World Links. **Hague Standard 96.45(b)** The agency must have their Hague Accreditation, unless this requirement is specifically waived by World Links.

World Links shall review the home studies drafted by the Adoptive Parents' home study provider and provide feedback to the home study provider which may require changes to fulfill immigration, Hague, or foreign country requirements. **Hague Standard 96.47 (a-d)**

World Links shall withdraw a home study approval at any time during the adoption process and at any time before the adoption is finalized should World Links find that an adoptive placement would no longer be in the best interest of the child. Adoptive Parents expressly agree to consent to the release of information contained in their home study to World Links. Adoptive Parents further agree that World Links may contact their home study provider regarding their home study assessment and all other matters related thereto.

LIAISON

World Links shall act as a liaison between the Adoptive Parents and the foreign supervised providers in the sending country. World Links and the foreign supervised provider will also act as a liaison between Adoptive Parents and the Central Adoption Authority or its designees in the child's country of origin. World Links will aid in all communication and activities necessary to meet the legal and social requirements related to a successful placement. Parents are not permitted to have contact with foreign supervised providers until travel in an effort to avoid communication/translation errors.

Adoptive parents are not permitted to travel to the country, from which they wish to adopt, or exceed their designated time in the country, between the start of their adoption process and the accepting of a referral, without the expressed consent from World Links.

POST ADOPTION SUPERVISION

Adoption is finalized in the country of origin, so Post-placement services are not a part of this agreement. Should the need be adjudicated as a requirement, all post-placement services will be the guided by **Hague Standard 96.50(b)** Adoptive Parents agree to comply with the post placement requirements of The Hague convention.

Statement of Understanding, a part of this Agreement that you signed, contains a designation for the number of post adoption reports and time frames for provision of such. World Links cautions you that these requirements may be amended by the foreign country at any time prior to **or after** the adoption of your child. This means that it is necessary for the home study agency to visit Adopting Parents periodically during this period and to submit post adoption reports to World Links after each visit. This report is then translated and forwarded to the child's country of origin. Adoptive parents are responsible for translation and shipping costs associated with post adoption reports. The home study agency will also charge Adoptive Parents a fee for this service. World Links requires that all post adoption report fees be paid in advance to assure compliance with requirements for post placement/ adoption reporting. Adopting parents agree to comply with all post adoption requirements. **Hague Standard 96.51(c)**

In addition, World Links must receive copies of your final adoption decree, your child's certificate of citizenship, and for some countries proof of registration of your child's passport with the consulate of the child's country of origin.

Adoptive Parents hereby agree to cooperate with World Links and their home study agency in scheduling these post adoption visits on a timely basis and providing World Links with the resulting reports, together with a minimum of twelve(12) current photographs of the adopted child(ren). Adoptive Parents also agree to provide a copy of their final adoption decree and their child certificate of citizenship to World Links within thirty (30) days of receiving the document. **Hague Standard 96.50 (g-h)** In addition, the Adoptive Parents agree to register their child(ren)'s passports either with the foreign ministry within the child's country of origin or with that country's Embassy within the time specified, if required by the child's country of origin. Adoptive Parents waive any right to confidentiality of information pertaining to their adoption if it is necessary for World Links to seek to enforce these obligations by Adoptive Parents.

Foreign countries frequently hold World Links, its foreign supervised providers, and the home study agency responsible for the Adoptive Parents cooperating with and complying with passport registration and post placement/adoption reporting requirements. Adoptive Parents specifically understand and agree that they are liable for any damages incurred by World Links, foreign supervised providers, and the home study agency, including consequential damages resulting from a loss of the right or ability to conduct adoption activities in the subject foreign country, caused by Adoptive Parents' intentional or negligent failure to comply with passport registration, finalizing their adoption, obtaining their child's certificate of citizenship or post adoption reporting requirements.

ADOPTION FINALIZATION - DISRUPTIONS and DISSOLUTION

In some countries, the adoption is not finalized before you return to the United States with your child. Sometimes you will be given guardianship or some other form of temporary legal custody which will qualify you to bring the child to the United States and then finalize the adoption in the United States. If the adoption has not been finalized in the foreign country, Adoptive Parents agree to initiate legal proceedings to finalize the adoption of their child in the United States within thirty (30) days of their legal ability to do so. In addition, Adoptive Parents agree to provide World Links with a copy of their final adoption decree within (30) days of the receipt of such finalization. The point in time when an adoption is finalized is important to the adopting family, the child and the foreign placement authority. Adoptive Parents further understand that, like obligations under post adoption reporting described above, failure to complete the adoption of their child as soon as they are legally able to do so and within the requirements of the foreign country, will subject them to liability for any damages to World Links, its foreign supervised providers, and the home study agency resulting therefrom. Prior to the point of finalization, the adoption proceedings may be terminated by the adopting family, the child (usually if over 10 years of age) or the foreign placement authority. This would be a 'disruption.' In the case of an international adoption that has not yet been finalized in the foreign country, this is an option legally available to all parties.

After the finalization of an adoption, if a family decides to legally relinquish their parental rights with a child, this is called a 'dissolution.'

The officials in the foreign country must be notified and included in any decisions made. In the event of a disruption, while the Adoptive Parents and Child are still in the child's country of origin, Adoptive

Parents agree to notify their World Links team in the US and their World Links team in country immediately. Adoptive Parents further agree to follow all recommendations made by World Links, the requests of the central adoption authority in both the US and in the foreign country, and proceed with custody transfer that is in the best interest of the child. **Hague Standard 96.50(a)(e)**

In the event of a disruption after returning to the US with your child but prior to finalizing your adoption, Adoptive Parents agree to notify their World Links team in the US and their World Links team in country immediately. Adoptive Parents further agree to follow all recommendations made by World Links, the requests of the central adoption authority in both the US and in the foreign country.

World Links will take all reasonable steps to find another family for the child, in consultation with the foreign adoption authority. Until such placement can be made and another adopting family assumes custody of the child, Adoptive Parents agree to be financially responsible for the child, including, but not limited to, temporary care, medical costs, and the costs of returning the child to the foreign country, if necessary. Adoptive parents further agree that any custody transfer will take place in the best interest of the child and Adopting Parents agree not to return a child to their country of origin without approval from the central adoption authority in the child's country of origin, World Links, and the US Department of State. **Hague Standard 96.50 (e-f) & 96.51(d)**

In the event of a dissolution while you are in the foreign country and have not yet emigrated to the U.S. and/or obtained a visa for your child, foreign law applies to how the dissolution would be processed. Again, you must notify World Links immediately. World Links will assist you with notifying the adoption authority in the foreign country to inquire about appropriate legal dissolution steps in country. World Links will continue to support you and communicate and coordinate with the foreign authorities to assist with the dissolution process, as appropriate and allowable by foreign law and as permitted by the foreign authorities. The process in each country is unique, though examples of items that World Links will offer to facilitate as needed are: identifying an attorney, finding temporary living accommodations, identifying translation services, and providing ongoing counseling and support. Once you have finalized your adoption in country, Adoptive Parents agree to remain in country until they have been given permission to leave by World Links and the Central Adoption Authority in the child's country of origin. Leaving the country without permission will be considered abandonment of your child. Adoptive Parents agree to work cooperatively with World Links and the Central Adoption Authorities to dissolve the adoption and agree that any child custody transfer will be made considering both the child's wishes and best interests. **Hague Standard 96.50(e-f)** In the event of a dissolution after your child has fully emigrated to the US, Adoptive parents agree to notify and cooperate with World Links. Adoptive Parents must keep World Links informed of the progress of their child's replacement and must provide World Links with the new adoptive family's contact information and allow communication between World Links and the second family both prior to and after placement. In addition, in the event of a disruption/dissolution, the adoptive family agrees to allow World Links to share any and all information pertaining to the child's history and first family placement with the new family. Adoptive Parents further agree to allow contracting between World Links and the 2nd family regarding the completion of any post placement/adoption reporting requirements. If the 2nd family does not contract with World Links to continue to supervise these services, the 1st family will remain obligated under this contract to fulfill the post placement/adoption reporting requirements.

In all scenarios listed above, the wishes of and the best interest of the child must be the priority in making all placement and custody transfer decisions. World Links cannot and does not guarantee a successful adoption or the adoption of any specific child.

World Links has resources and services for post placement/adoption families. Post placement/adoption families are given 3 free hours of post placement/adoption counseling for any families who are struggling. **Hague Standard 96.50(c)** Each family completes a post adoption support plan which identifies post-adoption resources with their home study provider, prior to completion of their home study. It is World Links' hope to assist families who are experiencing challenges so that they are successful in their adoption. However, despite counseling and significant effort, some families come to the difficult decision to dissolve their adoptions.

The placing family is financially responsible for the child, including, but not limited to, temporary care, medical costs, and the costs of post placement/adoption reports to the foreign country. **Hague Standard 96.51(b)**

If your adoption is in crisis, we encourage you to reach out to us. We are available to provide intensive case management, counseling, resources, and family support services to attempt to preserve your adoptive placement. If you determine that the placement cannot be salvaged, and you decide to dissolve the placement, please understand that once your adoption is finalized, you are the legal parents of your adopted child(ren) and are therefore responsible for the child(ren) up to the point when your parental rights are legally terminated. As such, you are responsible for all costs associated with the dissolution process, including legal costs, and are responsible for ensuring that the ongoing safety and best interest of the child is maintained. We also remind you that you are in control of this process, and should the need arise for dissolution services, we encourage you to explore all of your options before making a final decision. You are in no way obligated to avail your families of the services of World Links, though you must keep us informed of any change in your child's placement.

FEES AND COSTS

The total amount paid to World Links for Fees outlined in this Agreement, and out-of-pocket costs, will vary depending upon the country from which Adoptive Parents adopt and other circumstances. The nature of international adoption makes it impossible to predict the exact Estimated Client Total Expenses. Estimated Client Total Expenses are only an estimate and may be more or less in Adoptive Parents' specific adoption. The Program Fees for the country Adoptive Parents have chosen, together with an estimate of Adoptive Parents' other costs and expenses, and the time when payments are due, are outlined in this Agreement. **Hague Standard 96.40(a-c)**

Adoptive Parents agree and understand that payments made to World Links are not fees for a child or fees for a successful adoption, but are fees for adoption services. World Links does not customarily charge fees above and beyond what has been disclosed in the Adoptive Parent(s) Fee Schedule. World Links maintains the right to adjust or modify the Fee Schedule in the event that a third party increases fees. Adopting Parent(s) understand and assume the risk that additional fees may be charged. These costs can be caused by any number of reasons in the foreign country. Parent(s) understand that fees both domestic and foreign are subject to change with or without notice and possibly without specific

explanation. However, in an effort to minimize this risk, World Links makes every effort to keep the fees as consistent as possible. Adoptive Parent(s) agree to pay funds to World Links as requested per the Fee Schedule.

World Links provides clients with monthly statements only if there has been activity on the case or if a balance is outstanding. All fees and costs are due and payable in accordance with the fee schedule or when billed. A late fee of 12% annual (1% monthly) will be assessed for fees more than 30 days past due.

World Links does not customarily charge additional fees and expenses beyond those disclosed in the fee schedule signed by the Adoptive Parents. In the event that unforeseen additional expenses are incurred in the foreign country, World Links charges additional fees and expenses only under the following conditions:

- a) It discloses the fees and expenses in writing to the Adoptive Parents
- b) It obtains the specific consent of the Adoptive Parents prior to expending any funds in excess of one thousand dollars (\$1,000) for which World Links will hold the Adoptive Parents responsible for, unless the Adoptive Parents choose to waive this notice and consent requirement in advance; and
- c) It provides written receipts to the Adoptive Parents for fees and expenses paid directly by World Links in the Convention Country and retains copies of such receipts, if possible.

Hague Standard 96.40(g)

Adoption fees, especially those paid to other agencies, in-country coordinators or others in a foreign country may change at any point in the adoption process. This may be due to economic circumstances, the need for additional services required by the foreign country and/or United States, or for reasons unknown to us. World Links will inform Adoptive Parents when World Links becomes aware of any change in such fees. However, World Links cannot control nor limit any increase in these charges. Adoptive Parents understand that they will be informed in advance of any increase in fees exceeding \$1,000.00 and be given the opportunity to consent to the increase before moving forward with their adoption. Adoptive Parents also acknowledge that they are responsible for the fees they pay to anyone other than us, and that World Links is not responsible nor liable for any increase in those fees.

In certain circumstances, Adoptive Parents may pay fees directly to agencies, governments, or others in a foreign country. If Adoptive Parents' adoption is not completed for any reason, they may or may not receive any refund of fees they have paid or World Links has paid on their behalf to the foreign sources. Adoptive Parents agree that World Links is not liable nor in any way responsible to pay to Adoptive Parents or obtain for Adoptive Parents a refund of such fees, although World Links will make reasonable efforts to do so. In addition, Adoptive Parents agree not to make any payments of any kind for adoption services or to any individual or entity in a position to influence the release of a child. This includes a prohibition on direct or indirect payment to any official or employee of a foreign government, orphanage, birth parent, or relative of the child. Making payments as an inducement to release the child is a violation of this agreement and grounds for termination of this agreement with World Links. **Hague standard 96.36(a)** Fees and costs paid or payable to us for services rendered in connection with Adoptive Parents' adoption are **non-refundable** in accordance with the Fee Schedule provided to them. After two years from the date of this agreement, World Links reserves the right to increase fees. It is important to understand that Adoptive Parents are paying for services provided to

them or for the benefit of their child. Although fees and costs are generally phased over the course of the adoption, they should never be construed as payments in exchange for a child. In addition, in the event that you must put your adoption on hold, fees paid to World Links will be good for up to 2 years from your hold date. World Links agrees to credit your file with those fees paid upon your return within 2 years. However, if the program fees have increased during your time on hold, you will need to adhere to the new fee schedule.

Adoptive Parents may request a refund for services not yet rendered by mail. Adoptive Parents are encourage to contact their caseworker with any questions regarding, or assistance with the refund requests. Requests for refunds will be processed in accordance with the Refund Policy.

All donations made to World Links are non-refundable. Any calculation of refund or disbursement of grant funds will deduct the amount of money due for post adoption reports whether that money shall be paid to World Links or another agency. **Hague Standard 96.40(d & h)**

GENERAL RISKS IN INTERNATIONAL ADOPTIONS

Adoptive Parents understand that there are significant risks in pursuing an international adoption. World Links will diligently pursue the successful completion of an adoption for Adoptive Parents, but Adoptive Parents acknowledge that World Links cannot control all aspects of the process nor guarantee a successful outcome. Completing an application and/or enrolling in our program does not guarantee the placement of a child. Further, Adoptive Parents understand that while a foreign country may try to honor Adoptive Parents' requests for specific characteristics in a child (such as age), this might not be possible. World Links also may not be able to secure a referral of a child from the foreign country Adoptive Parents want to adopt from and/or with the characteristics they desire. Foreign Countries, The Department of State, and Hague accrediting bodies hold World Links responsible for Hague compliance and the actions of prospective adoptive parents. Adoptive Parents specifically understand and agree that they are liable for any damages incurred by World Links including consequential damages resulting from a loss of the right or ability to conduct adoption activities, caused by Adoptive Parents' intentional or neglectful failure to comply with Hague regulations.

CHILD REFERRALS

Adoptive Parents understand that even if they are "pre-matched" or drawn to a particular child who they hosted or have seen photo-listed, or otherwise hope to adopt, that this referral is not official nor being exclusively held for them until they have completed a home study and have that referral issued to them by the foreign Central Authority.

World Links receives information about the Child that is under consideration for adoption from the sending country. Depending on the country, World Links' foreign supervised provider or the country's Central Authority or its designee will initially identify a child for adoption and provide the child's background study. World Links' foreign supervised provider or the country's Central Authority or its designee, will secure the necessary consent or termination of parental rights to adoption. World Links shall make reasonable efforts to obtain the date the child came into care, the child's condition at the

time, any significant illnesses or hospitalizations, & all available medical, psychological, developmental and historical records regarding the referred child. World Links will also make Adoptive Parents aware of any specific information on the known health risks in a specific region or country where the child resides. World Links shall provide Adoptive Parent(s) with copies of all the referred child's medical, developmental, and social records, to the extent such records are available to World Links. Nothing in this agreement shall be construed to create an obligation on the part of World Links to conduct any assessment, evaluation, testing, or screening of any child. **Hague Standard 96.49(d)**

World Links shall make all reasonable efforts to ensure that such records are translated into English and that Adoptive Parent(s) receive records in the foreign language and English. Adoptive Parent(s) may arrange for their own translations. **Hague Standard 96.49(a-c)**

The initial report will be provided to Adoptive Parent(s) adopting from Convention countries at least fourteen (14) days prior to Adoptive Parent(s) traveling to the Child's country of origin to finalize the adoption or placement of the Child with Adoptive Parent(s), whichever is earlier. World Links does not withdraw a referral until the prospective Adoptive Parent(s) have had two weeks (unless extenuating circumstances involving the child's best interests require a more expedited decision) to consider the needs of the child and their ability to meet those needs, and to obtain a physician's review of medical and other descriptive information, including photos and videotapes of the child if available. **Hague Standard 96.49 (a)**

Adoption is not just an event, but it is a lifelong commitment for you and your child. World Links requires every family to go through a referral review process with our team prior to officially accepting a referral. This is part of the child specific education process required under The Hague convention. This process is important and should be completed in earnest to ensure that your family is fully prepared to bring your child into your home. This referral review process is in place because we want to do all we can to make your adoption a success. Adoptive Parents understand and agree to fully participate and complete the referral review process as directed by the World Links' team. **Hague Standard 96.48(c)**

Adoptive Parents understand that a specific child may be referred to Adoptive Parents, but that referral may be lost for any of several reasons, which are beyond our control. For example, a child may become too ill for placement; the child may not be available within the time frame Adoptive Parents desire or within the foreign country's time limitations; or it may be determined that the child will never be legally free for adoption. The United States government may change immigration or other rules, which then preclude Adoptive Parents from proceeding with adopting the child referred to Adoptive Parents. The United States government may refuse to issue the necessary visa for the child to enter this country due to problems with Adoptive Parents' situation or due to problems in the foreign country. Sometimes the foreign country or independent referral source will withdraw a referral with or without explanation. This can happen because of a change in the foreign country's local or national politics, a change in officials, increased concern within the foreign country regarding international adoptions of their children, a relative coming forward to claim the child, or a foreign national desiring to adopt the child. Adoptive Parents understand that these events are not under our control, and World Links cannot change decisions made by a foreign government.

In rare circumstances, World Links may also withdraw a referral if it is found that such an adoptive placement is not in the best interest of the child.

MEDICAL, DEVELOPMENT AND EMOTIONAL RISKS

World Links cannot predict an adoptive child's mental or physical development, emotional and/or personality characteristics, health, medical problems, learning disabilities, intellectual ability, hyperactivity, attention deficits, attachment and/or bonding issues, appearance or inherited characteristics. World Links will pass on to Adoptive Parents all information that is provided to World Links by the referral source and/or foreign government or agency. Adoptive Parents understand and acknowledge that the medical and social information given to World Links by the referral source and passed on to Adopting Parents may be incomplete or erroneous. It is even possible that some of these sources of information will intentionally give incorrect information or fail to give important information to us. Adoptive Parents shall consult with a pediatrician, international medical specialist or other appropriate medical specialist to review such information and provide Adoptive Parents with an opinion regarding this information, or absence of such information, before accepting referral of any child. Adoptive Parents further understand and acknowledge that a referred child may have undiagnosed or misdiagnosed medical, development, emotional or physical problems which may be temporary or permanent. Such problems may not be apparent until after the child is in Adoptive Parents' home. World Links cannot guarantee the accuracy or completeness of any information given to us about the child, including the child's age, or the results of any testing done on the child in the foreign country. World Links does not assume any duty to independently verify the information given to us by referral sources, governmental agencies, hospitals, doctors or other sources nor will World Links make an independent investigation into the child's background and health or social situation. Adoptive Parents agree not to expect or rely upon World Links to verify or investigate the truth of information provided to us by the referral source or other parties at the time of referral or in the future. Any representations to the Adoptive Parents by World Links are only opinions; employees of World Links are not medical experts. Adoptive Parents specifically agree to hold World Links harmless and not to pursue any legal action against World Links in any way at any time for the child's physical, emotional or mental health or development or ability to integrate into Adoptive Parents' family.

Adoptive Parents will receive updated information pending the adoption. World Links makes reasonable efforts to obtain such information but cannot guarantee the number of updates Adoptive Parents will receive or if Adoptive Parents will receive any updates.

TIME FRAME

International adoptions are unpredictable in many ways, one of them being the time frame in which Adoptive Parents will receive a referral or a placement of a child with Adoptive Parents. There can be no assurances or guarantees that Adoptive Parents' adoption will proceed in any specific length of time. For example, the adoption may be delayed or discontinued by the foreign country for reasons either explained or unknown. The court in the foreign country may not approve the adoption or may withdraw approval of the licensing or investigating body in either the United States or the foreign country. International adoptions are also at the mercy of international politics and national policies of the foreign country. A change in government may change Adoptive Parents' opportunity to adopt in that country. An international crisis or circumstances such as a war or terrorist action in either the

United States or the foreign country may delay or stop adoptions. These factors can impact Adoptive Parents' adoption at any point in the adoption process.

In addition, the visa process for international adoptions is often delayed by embassy officials upon investigation of the merits of each adoption case. Therefore, the length of time from the adoption finalization to the granting of the visa varies from country to country and is often unpredictable.

TRAVEL

Travel to and from foreign countries can be uncertain. Although Adoptive Parents may be given a specific date for travel to the foreign country, this date may change unexpectedly. Once Adoptive Parents arrive in a foreign country, events there may delay their return to the United States through circumstances of which World Links is unaware or which arise while Adoptive Parents are there. Adoptive Parents agree that World Links is not liable or otherwise obligated for any expenses Adoptive Parents incur in traveling to a foreign country to receive the referral of a child, to participate in the adoption of a child or to bring a child back to the United States or which arise due to changes in travel plans or times. World Links cannot ensure the safety of Adoptive Parents and families when traveling in the U.S. or overseas. All travel involves risks of crime and accident. Travel to a foreign country may involve additional risks and hardships, including but not limited to: exposure to illness or disease, unsanitary or unsafe food and water, inadequate or non-existent medical and dental services, and political instability. For these reasons, Adoptive Parents should carefully consider before electing to travel overseas or electing to participate in a program that requires overseas travel. It is strongly recommended that Adoptive Parents travel with an adult companion, but not bring children or persons with health problems or special needs when traveling overseas. If overseas travel is required of or elected by Adoptive Parents, Adoptive Parents hereby release, World Links from any and all liability for any accident, injury, hardship or loss in any form whatsoever, occurring during Adoptive Parents travel to and from the sending country and stay in-country.

At all times during Adoptive Parent(s) visit, Adoptive Parent(s) agree to behave in an appropriate manner with the understanding that Adoptive Parent(s) are not only representing World Links, but also adoptive parents generally and, in many ways, the United States as a whole. Undesirable behavior or actions could have a significant negative impact on Adoptive Parent(s) adoption and international adoption as a whole. Adoptive Parent(s) agree to at all times act civilly and respectfully towards the culture, customs, laws, and sovereignty of the people, government, and institutions of the sending country.

CONTROL OVER OTHER ENTITIES

There are many governmental and non-governmental entities involved in an international adoption over which World Links has no control. World Links cannot guarantee the actions of any agency or individual over whom World Links does not have complete control. This includes foreign officials, foreign attorneys, foreign referral sources, orphanages, foreign immigration and governmental agencies. In addition, World Links cannot control the actions of the United States Citizen and

Immigrant Services (USCIS), National Benefits Center (NBC) or the United States Embassy Consulate officials in a foreign country. World Links cannot guarantee that the U.S. Embassy Consulate office which processes a child's immigration visa will find that the child meets the definition of an "orphan." This determination is solely within the discretion of the USCIS. Further, in certain cases, the USCIS has stopped children from entering the U.S. for an adoption due to problems in the foreign country. World Links will keep Adoptive Parents informed of the USCIS situation with regard to a child Adopting Parents wish to adopt, but World Links cannot guarantee the child will be allowed to enter the United States.

LEGAL RISKS

In any adoption there may be legal risks. These include the risk that the agency or court in the foreign country may not approve Adoptive Parents' adoption or will change the requirements for Adopting Parents to complete the adoption. There may be issues raised by a termination of parental rights in the foreign court based on a relinquishment by the birth mother or birth father. If Adoptive Parents must finalize or confirm the adoption when Adoptive Parents return home with a child, the court in Adoptive Parents' state may not approve the adoption or may have additional requirements Adoptive Parents must meet beyond those of the foreign court or the NBC. World Links strongly recommends that Adoptive Parents consult with an attorney regarding any issues which are of concern to Adoptive Parents. Although risks can never be totally eliminated, World Links encourages Adoptive Parents to talk to other adoptive parents and adoption professionals who are familiar with international adoptions to better understand the risks involved.

WAIVER OF LIABILITY

The Adoptive Parents acknowledge and understand all the risks of adoption as set forth in this document. Adoptive Parents wish to pursue an adoption plan and to seek an adoptive placement, knowing and assuming all the medical, legal and other risks of adoption as set forth in this document. Adoptive Parents agree to this waiver understanding that it is limited and specific to those risks which have been described or reasonably implied in this document. Adoptive Parents hereby waive, release, and forever discharge World Links, its employees, officers, directors, successor corporations and affiliates from any and all claims, demands, charges, causes of action, liabilities, penalties, costs and expenses, including attorney fees, that Adoptive Parents, who sign this waiver, may have now or in the future against World Links, its employees, officers, directors, successor corporations, affiliates and any third party, including, but not limited to, any foreign agency, lawyer, in-country coordinator, governmental body, nation or any other individual or organization. Nothing herein shall relieve any party of liability imposed by law for intentional acts or gross negligence and not subject to a general waiver of liability. We understand that World Links uses photographs of families and children for educational and promotional purposes. Therefore, we authorize World Links to utilize our photographs in the newsletter, scrapbook, office bulletin boards, social media, and general use (ex. frames at promotional events.) This includes photographs sent to World Links by families, and taken at various events by World Links. In an effort to protect the privacy of the children, who are being considered for adoption or in the process of adoption, World Links requires that each Adoptive Parent agrees not to discuss, post, or disclose personal information regarding any referral you may receive on the internet.

In addition, foreign cultures do not always share the same enthusiasm for adoption as the Adoptive Parents. Any comments made on the internet in regards to the adoption process, orphanage, country, or child could be taken offensively, even though that was not the intent of the poster. We understand this agreement includes, but is not limited to, the posting of pictures, discussions of orphanages, locations, and personal information concerning the child or **your particular adoption case** in chat rooms, discussion boards, websites, and online journals/diaries. Adoptive Parents may not share process information, country information, or child specific information. Any family violating this policy will be subject to termination as a CLIENT of World Links.

Exception: a family may create [not join] a by-invitation-only page for the purpose of updating family and friends about the adoption. Participation in social media groups should be restricted to gathering/sharing general information about the adoption process from a particular country [not your agency, your case, or your child.]

ADDITIONAL ADOPTING PARENT RESPONSIBILITIES

Adoptive Parent(s) must be diligent throughout the adoption process in promptly completing their responsibilities. A failure to promptly complete any of the following responsibilities may not only be cause for the termination of the Agreement but may also jeopardize the Adoptive Parent(s) adoption.

Communication:

Adoptive Parent(s) shall maintain open communication with World Links. Parent(s) shall communicate directly to World Links with any questions or concerns about the adoption process. Further, Adoptive Parent(s) shall communicate with World Links before taking any action that may jeopardize the adoption, this includes a breach of the referred child's confidentiality.

Adoptive Parent(s) shall communicate with World Links regarding a change in status or change in plans within five (5) business days of such change. Adoptive Parent(s) shall keep World Links fully informed within five business days of the following changes while Agreement is in effect:

- (a) Marital status;
- (b) Employment;
- (c) Financial status;
- (d) Home address;
- (e) Email address;
- (f) Phone number;
- (g) Family composition;
- (h) Additional household member;
- (i) Pregnancy;
- (j) Criminal history of any household member (excluding minor traffic infractions);
- (k) Change in health status of any household member;
- (l) Any allegations of child abuse or neglect against any household member;
- (m) Any efforts made by Adoptive Parent(s) to adopt a child through any means or entity other than World Links; and/or

(n) Any other significant change.

Adoptive Parents are obligated at all times to provide World Links with truthful, accurate, and complete information throughout the duration of this Agreement.

Adoptive Parent(s) agree not to contact World Links' foreign supervised providers directly without the express consent of World Links, unless Parent(s) are in the country.

Obligations:

Adoptive Parents agree to complete all required pre-adoption Hague education and any additional education requested by World Links prior to the completion of their home study. Adoptive Parents further agree to complete all child specific education assigned to them by World Links prior to traveling to finalize their child's adoption. **Hague Standard 96.48 (a-h)**

Adoptive Parents agree to complete their dossier paperwork within six (6) months following the completion of their orientation interview with their program coordinator, unless extenuating circumstances cause a delay. This time frame is in place because the more time that elapses during the adoption process, the more risks Adoptive Parents may encounter; for example, losing a potential referral or the changing of laws. In the event that an Adoptive Parents dossier completion takes longer than six (6) months; Adoptive Parents understand that World Links has the right to terminate their adoption process.

POLICY AGAINST PREFERENTIAL TREATMENT:

It is World Links' policy to provide placement services in the best interest of the Child. No preferential treatment is given to World Links' board members, contributors, volunteers, employees, agents, or consultants with respect to the placement of children. This policy is not meant to discourage stakeholders from allowing World Links to assist them in successful placement, but rather to ensure that placement is made fairly among all of World Links' clients. **Hague Standard 96.39(c)**

POLICY ON DONATIONS TO ORPHANAGES/SPECIAL PROGRAMS DISCLOSURE:

World Links does not accept charitable donations intended for third parties. This policy is not meant to discourage Adoptive Parent(s) or others from donating to orphans in need, but rather to ensure that prospective Adoptive Parent(s) are not under the impression that their donations will influence placement decisions.

In World Links' experience, however, it is common for prospective adoptive parents who have visited the orphanages during their stay in the Child's country of origin to help the children left behind. There are many ways to help these orphans, should one choose to do so. Past client families have enjoyed the rewards and satisfaction of helping those children in need by providing not only money, but also donating bedding, medication, clothes, coats, toys, and much more.

Any donations that World Links, its team members, or its client may wish to provide to an orphanage or service provider may be made through a non-profit charitable organization.

TRANSFERRING PROGRAMS:

In the event that the Adoptive Parents have begun the adoption process from one country or program and desire to switch to another country or program, World Links will offer families a transfer of non-pass through fees already paid in the first program toward the fees due in the 2nd program. The family will insure a \$3,000 Change of Country Fee and a 100% of the new Foreign Fee will need to be paid for the new Foreign Provider. **Hague Standard 96.40(a)**

AGENCY RIGHTS TO TERMINATE SERVICES

We understand that World Links has the right to terminate this Agreement with the Adoptive Parents without refund of fees for any of the following reasons:

- Failure to pay fees or expenses within the time agreed to in this Agreement;
- Failure to cooperate and comply with all reasonable requests of World Links in reference to our adoptive placement;
- Breach of any term of this Agreement;
- Perpetuation of a fraud, tort, or crime, whether in connection with the use of World Links' services or otherwise, or any conduct of ours whatsoever that World Links, in its sole discretion, believes to be criminal or fraudulent;
- Other actions, as determined solely by World Links, which could interfere with World Links' relationships with other clients, any government entity, any court jurisdiction or legal counsel, or any person or business with whom World Links has relationships, including but not limited to our attempts to secure a child outside of World Links auspices or normal business practices;
- Conduct, as determined solely by World Links, which renders it difficult for World Links to carry out the purpose and spirit of this Agreement, which will include conduct on our part that causes World Links to have concern as to whether the placement of any child in our home is truly in the best interest of the child;
- Mistreatment, as determined solely by World Links, of any person associated with World Links, including, without limitation, any rude, offensive, or disrespectful conduct taken toward any person associated with World Links;
- Attempt to adopt a child from any resource at or near the same time that we attempt to adopt a child from World Links, unless World Links has been notified in writing within 2 business days of our initiation or decision to begin the adoption process with another resource. Furthermore, we agree that World Links can terminate our adoption proceedings if World Links determines, in its sole discretion, that the adoption is not in the best interest of the child or children, even if our home study approves us for multiple placements.
- Failure to keep World Links informed in writing of any changes or occurrences in our lives, prior to actual placement or during the period of finalization, which might render us ineligible to adopt, including but not limited to, loss of job or income, bankruptcy, diagnosis with significant mental or physical illness, marriage dissolution, moving to a new residence, etc.

- Any misrepresentation by us to World Links or any other individual or entity in any way connected to our adoption, whether in writing (including all representations in this agreement) or otherwise.
- If World Links discovers that we have made a payment of any kind to induce the release of a child.
- A determination by World Links that the child's placement with us is not in the best interest of the Child.
- Any failure or refusal by the foreign entity to grant the child placement.

ACKNOWLEDGEMENT OF RISK

Nothing in this Agreement and nothing in World Links' statements to Adoptive Parents shall be construed as a promise or guarantee about the outcome of Adoptive Parents' adoption. Because of the nature of international adoption, World Links makes no representations as to the outcome of an adoption. No guarantee can be given, although a candid exchange of questions and views between World Links and Adoptive Parents is always encouraged.

In accordance with Hague Standard 96.41, World Links has provided Adoptive Parents with a copy of its Complaint Policy, Complaint Form and information on the Complaint Registry. By executing this Agreement, Adoptive Parents acknowledge receiving this information.

We, the undersigned, understand that it is our duty as World Links' CLIENT to report any suspected child abuse to World Links. This includes if we witness any suspicious behavior towards a child by a biological parent, expectant parent, adoptive parent, World Links' employee, or overseas workers. These suspicions will be immediately reported to our World Links adoption consultant and/or the child protective services department of our state of residence.

Providing false information or failing to disclose required information is grounds for terminating Adopting Parents' application without refund of any fees paid.

In accordance with Hague Standard 96.36 (a), World Links confirms that it prohibits its employees and agency from giving money or other consideration, directly or indirectly to a child's parent(s), other individual(s) or an entity as payment for the child or as an inducement to release the child. If permitted or required by the child's country of origin, an agency may remit reasonable payments for activities related to the adoption proceedings, pre-birth and birth medical costs, the care of the child, the care of the birth mother while pregnant and immediately following birth of the child, or the provision of welfare and child protection services generally. Permitted or required contributions shall not be remitted as payment for the child or as an inducement to release the child.

We understand that World Links uses a database for storing our adoption information. As an applicant of World Links, we understand and agree to submit online forms through this database from application through post adoption reporting. This database, which is encrypted and backed up on a remote server, will remain in use even after our adoption is complete, as a way to access adoption information for our family required by state and federal laws. As a client of World Links, we agree to these terms.