

**ABSTRACT OF
CONTRACT FOR ADOPTION SERVICES**

This agreement is entered into by and between JOURNEYS OF THE HEART ("JOH") and the undersigned prospective adopting parent or parents ("PARENT"). The word PARENT, in capital letters, as used in this agreement refers to each prospective adopting parent signing this agreement. JOH and PARENT are collectively referred to herein as "the parties."

Name(s) of PARENT(s):

RECITALS

1. PARENT is a natural person or persons who wish to adopt a child or children born in a country ("the sending country") other than the United States of America ("U.S."). PARENT acknowledges, and is aware, that the relationship established by adoption is one of parent and child, and that if PARENT is successful in adopting PARENT will incur towards the adopted child/children all obligations, duties, and responsibilities of a legal parent.

2. JOH is a private, non-profit, adoption agency, licensed in one or more U.S. states, which provides services for intercountry adoption.

3. PARENT has completed and submitted to JOH a written application for Adoption, which is hereby incorporated herein by this reference, and has paid the non-refundable application fee.

4. The parties now wish to enter into an agreement regarding prospective adoption services and to define their respective rights and obligations in that regard.

5. The provisions of this agreement are intended to govern those matters which are within the control of the parties. The parties acknowledge that the prospective intercountry adoption will involve a nation or nations other than the U.S., and that, therefore, the process is subject to uncertainty, unpredictability, and circumstances beyond the control of either party -- including but not limited to changes in foreign governmental policies and regulations, changes in foreign travel schedules, and changes in the procedures involved in the adoption process. The parties specifically acknowledge that the ultimate success or failure of the adoption process may depend on factors beyond the control of the parties, and that any failure of the adoption process is not necessarily caused by the fault or breach of any party.

AGREEMENTS

1. Recitals

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

2. General Obligations of JOH
3. Cooperating Agencies
4. General Obligations of PARENT
 - 4.1 Cooperation
 - 4.2 Notice of change in status or plans
 - 4.3 Refrain from unauthorized foreign contact
 - 4.3.1 prohibited gifts to certain foreign persons
 - 4.3.2 prohibited contact with certain foreign persons
 - 4.4 Truthful and complete information
 - 4.5 Duty to ask questions
5. Adoption Home Study
 - 5.2 Responsibilities of PARENT
 - 5.3 Responsibilities of JOH
6. Pre-Adoption Service Plan and Education
 - 6.1 Pre-Adoption Service Plan
 - 6.2 Psychological Assessment
 - 6.3 Pre-Adoption Education
7. Qualifying PARENT as Adoptive Parent
8. Relations with Third-Party Service Providers
9. Referral and Assignment of Child
 - 9.1 Referral of child
 - 9.2 Available information regarding referred child

- 9.2.2 translation of non-English documents
- 9.2.3 acknowledgment of receipt
- 9.2.4 professional review
- 9.3 PARENT acceptance or rejection of child assignment
- 9.4 Blind adoptions
- 10. Placement Agreement
- 11. PARENT Travel to Sending Country
- 12. Immigration of Child
- 13. Post-placement and Post-adoption Requirements
 - 13.1 Number and nature of post-placement and post-adoption requirements
 - 13.2 Responsibilities of PARENT
 - 13.3 Responsibilities of JOH
 - 13.4 Enforcement of post-placement and post-adoption requirements
- 14. Finalization of Adoption
- 15. Fees
- 16. Duration and Termination of Agreement
- 17. Grievance Procedure and Dispute Resolution
- 18. Use/Disclosure of JOH Name, Documents, and Trade Secrets
 - 18.1 Non-disclosure of JOH inter-country procedures and trade secrets
 - 18.2. Unauthorized use of JOH documents
 - 18.3. Unauthorized use of JOH name
- 19. JOH Informational Materials
- 20. Miscellaneous/Construction/Interpretation

21. LIMITATION OF LIABILITY
22. DISCLAIMERS/RELEASES
23. Authorization for Release of Information
24. Release of Information to Spouse

Signatures and notarization