



## **STATEMENT OF ACCEPTANCE AND RESPONSIBILITY**

I/We \_\_\_\_\_ have  
received a referral of \_\_\_\_\_  
from Americans for International Aid and Adoption (AIAA) from \_\_\_\_\_.  
(Country of Origin)

In accepting this referral, I/we acknowledge and have read carefully the following:

### **1. GENERAL**

1.1 I/We acknowledge that I/we will work together with AIAA to provide me/us with an opportunity to create a family or enhance my/our family through adoption. I/We commit to provide my/our child/children with a loving, nurturing, stimulating environment in which to grow and thrive and a knowledge and appreciation of his/her/their culture and country of origin.

1.2 I/We acknowledge AIAA's ethical standards that seek to ensure that Intercountry Adoption takes place in the best interest of children and seeks to prevent abduction, exploitation, sale or trafficking of children.

1.3 I/We understand that, although AIAA approves me/us for adoption, this placement must also be approved by the United States Citizenship and Immigration Service (CIS), US courts and Interstate Compact, where applicable, overseas referral source, overseas courts and officials, and the American Embassy that issues visas for the country of origin. I/We acknowledge that any one of these persons or entities could deny my/our adoption. I/We further acknowledge that AIAA cannot be held responsible for unforeseen events which may occur in, or which are initiated by, the country of origin, overseas referral source, overseas courts and officials or US Government regulations. This may also include world events, which may effect my/our adoption. Therefore, I/we acknowledge that AIAA cannot guarantee the completion of this adoption.

1.4 I/We acknowledge that all fees paid to AIAA, its agents or independent contractors or other entities, either in the US or overseas, are for services rendered; they are not payment for a child. AIAA prohibits its employees and agents 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. The Agency employees and contractors of AIAA will not accept any payments or favors as an inducement towards the placement of a child. All fees paid to AIAA, its agents or independent contractors are non-refundable.

1.5 I/We further acknowledge that AIAA is not responsible for any fees set by any other person(s) or entities, either in the United States or in the country of origin. AIAA does not receive, and cannot guarantee, the refund of any expenses/fees/costs paid by me/us to any individual, organization or other entity involved in this adoption. Partial refunds may be made for services not rendered.

1.6 I/We acknowledge that AIAA works cooperatively with local agencies and CIS approved social workers in the United States for home study and post placement services as well as individuals, organizations and government entities overseas. The overseas placement programs involve working with, but are not limited to, agencies, attorneys, childcare institutions, doctors, missionaries, adoption facilitators and/or independent contractors. I/We acknowledge that AIAA cannot be held responsible for the actions of any other party in an adoption proceeding.

1.7 During the adoption process, I/we agree to not make any contact, either personally nor through a third party, with any individual or entity in the country of origin which includes, but not limited to, independent contractors, coordinators, orphanage or medical personnel, government officials in the country of origin or the American Embassy unless specifically instructed by AIAA.

1.8 I/We acknowledge that I/we will be responsible for, but not limited to, any and all medical, psychiatric or counseling expenses, childcare, education, legal or miscellaneous expenses for my/our child/children commencing at the earliest time, either when I/we receive legal responsibility for the child/children at the completion of the adoption in the country of origin or his/her/their departure from the country of origin and continuing thereafter.

1.9 I/We acknowledge that I/we are solely responsible for paying all fees and costs involved in my/our adoption including, but not limited to, home study/post placement fees, AIAA fees, overseas fees, transportation and escorting fees, where applicable, travel expenses including individual airfares, accommodations, food, internal travel costs, CIS fees and any other expense relating to my/our adoption.

1.10 I/We acknowledge that when I/we travel to the country of my/our child's/children's origin, I/we are representing not only my/our family but also AIAA, the United States and future adoptive parents. I/We will act in a respectful, ethical and courteous manner so as not to damage the reputation of AIAA, its independent contractors or the future of adoptions from that country.

## **2. PREPLACEMENT**

2.1 Before accepting the referral of this/these child/children, I/we have read, understood and accepted the child referral information provided through AIAA. I/We have shared the child referral information with my/our pediatrician, international medical expert, developmental or any other specialist pertaining to my/our child's/children's specific medical needs, where appropriate. I/We acknowledge that AIAA, its agents or independent contractors will not personally conduct an assessment, evaluation, testing or background investigations of this/these child/children but instead must rely on information provided by the overseas referral source, organization or institution with custody of the child/children.

2.2 I/We acknowledge that AIAA will not withdraw a referral until I/we have had two weeks (unless extenuating circumstances involving the child's best interest require a more expedited decision) to consider the needs of the child and my/our ability to meet those needs, and to obtain physician review of medical information and other descriptive information.

2.3 I/We will cooperate fully with AIAA for the completion of my/our adoption which may include, but is not limited to: (1) completing all applications, forms and documents required to complete, facilitate and finalize the adoption in a timely manner; (2) disclosing accurately and truthfully to the best of my/our ability, all information requested during the application for adoption, home study and post placement supervision, CSI application for the child's/children's visa, and adoption process; (3) signing documents overseas as required by local officials or to satisfy local requirements.

2.4 I/We acknowledge that it is my/our responsibility to read educational material to familiarize myself/ourselves with the issues of transracial and cross cultural placements, the availability and level of child and medical care in the country of origin, developmental, emotional and psychological issues, the effects of institutionalization, attachment disorders, and maternal abuse of alcohol, fetal alcohol syndrome/fetal alcohol effect, the effect of dysfunctional and disruptive family on a child/children, the issues affecting the medical, mental, physical and social development of children from the country of origin in addition to the issues, realities and risks of international adoptions.

2.5 I/We agree to notify AIAA immediately should a pregnancy occur during any part of the adoption processing. I/We further agree not to accept a placement from another agency until my/our child/children has/have been in my/our home for six (6) months and the adoption has been finalized if it was not completed in the country of origin.

### **3. POST PLACEMENT**

3.1 I/We acknowledge that it is my/our responsibility to take my/our child/children to a medical facility immediately following the arrival if the child/children's condition warrants it and to continue to provide appropriate medical, psychological and dental care according to the child's/children's age and condition. I/We will provide my/our child with educational opportunities at the level of accepted standards for my/our state.

3.2 I/We acknowledge that AIAA requires a minimum of six (6) months post placement supervision with three (3) written reports from my/our home study/supervising agency or CIS approved social worker even if the adoption is completed in the country of origin. I/We also acknowledge that the country of origin may require additional post placement supervision reports. I/We will cooperate fully including providing appropriate family and individual pictures of my/our child/children.

3.3 Where AIAA continues to have a legal relationship with my/our child/children, I/we will notify AIAA immediately of any significant changes in my/our child/children's medical condition, including physical or sexual abuse, family situation including residential moves and/or phone numbers, pregnancy, serious illness of either parent, loss of employment of the principal provider, separation, divorce or death of a parent.

3.4 Where AIAA continues to have a legal relationship with my/our child/children, if I/we or AIAA feel that it would be in the best interest of my/our children, I/we will cooperate with AIAA in making alternative plans for my/our child/children until AIAA can make appropriate replacement arrangements. I/We also acknowledge that AIAA will not reimburse any costs of the adoption fees or adoption expenses, cost of childcare, medical, legal expenses or any other expenses that I/we have incurred.

3.5 When the adoption is not completed in the country of origin, I/we will file with the appropriate court in my/our state of residence, following the required post placement supervision period, to adopt the child/children named above in a timely manner and provide AIAA with a copy of the adoption decree. Where appropriate, we acknowledge as a married couple, if both parents did not travel to the country of origin and met the CIS regulations or as a single parent, I did not travel to the country of origin and met the CIS regulations, I/we will adopt the child/children in my/our state of residence in a timely manner and provide AIAA with a copy of the adoption decree.

3.6 If the adoption is completed in the country of origin or when the adoption has been completed in my/our state of residence, I/we acknowledge that, as the legal parents of my/our child/children, I/we have full legal responsibilities to make alternative plans for my/our child/children should I/we be unable to continue to parent. AIAA will endeavor to provide supportive services and assistance. **I/We further acknowledge that AIAA, its employees, officers, directors, agents or independent contractors, past or present, are not responsible to take legal financial responsibility for, or custody, of the above named child/children.**

**4. PERSONAL INJURY**

4.1 If I/we are required to travel overseas to adopt my/our child/children in the country of origin, AIAA may be of assistance with travel arrangements, accommodations and translators to the best of their ability. I/We acknowledge that, despite of AIAA's and/or its independent contractors' sincere efforts to make all trips trouble free, travel to and with foreign countries and accommodations there involve meaningful risks of accidental death or injury, intentional crimes, property damage or loss, trip interruptions or cancellations, civil unrest, illness, medical emergencies, a need for medical evacuation and a range of other potential problems that could entail economic losses, pain and suffering, and other injuries or damage that could affect me/us or the above named child/children.

4.2 I/We have been informed by AIAA of the recommendation to investigate the purchase of insurance for my/our trip to adopt the above named child/children, where required, to cover some or all of the losses listed previously. **I/We have purchased such insurance or I/we waive any right to do so. I/We agree to be personally responsible for any and all costs related to these problems, which might occur during my/our trip. I/We also specifically waive any claims against AIAA, its employees, officers, directors, agents or independent contractors, past or present, for any losses, pain and suffering, injuries or other damages during our trip, either to myself/ourselves or the above named child/children.**

**5. COMPLAINT PROCEDURE**

5.1 Any client (prospective adoptive parent, adoptive parent, birth parent, adoptee) is permitted to lodge directly with the agency or person signed and dated complaints about any of the services or activities of the agency or person (including its use of supervised providers) that he or she believes raise an issue of compliance with the Hague Convention on Intercountry Adoption, the International Adoption Act, or the regulations implementing the IAA, and advises such individuals of the additional procedures available to them if they are dissatisfied with the agency's or person's response to their complaint.

5.2 Any complaint should be made by submitting a written description of the basis for the complaint to AIAA's Executive Director. The agency will immediately investigate the facts of the complaint and respond to each complaint in writing within 30 days of receipt of such complaint, unless there are extenuating circumstances. In the event that the complaint involves an allegation of fraud or is time sensitive, then all diligence will be provided to expedite the complaint process;

A written record of each complaint, and the steps it took to investigate and respond to it will be saved in one file along with any additional documents that pertain to the complaint. If the agency agrees to resolve a complaint by taking certain action, the agency will take such actions within 30 days, unless there are extenuating circumstances;

5.3 If the complainant is dissatisfied with the response to the complaint, the Complainant may request reconsideration by writing to President of the Board of Directors. The Board of Directors should respond in writing within 15 days;

5.4 The complainant may also file a complaint with the Michigan Department of Human Services, Child Welfare Licensing in Lansing, Michigan;

5.5 As agreed upon if the client signed the Statement of Acceptance and Responsibility at time of acceptance of a child placed through AIAA, the substantive law governing any dispute shall be the laws of the State of Michigan and the Hague Treaty;

5.6 Any dispute not solved within sixty (60) days of the notice shall be settled by arbitration with the then current commercial arbitration rules of the American Arbitration Association (AAA) by a sole arbitrator;

5.7 The client may lodge a complaint with the Hague Complaint Registry in accordance with Hague Regulation 96.70 as described at the following website: [not yet available]. Please note that the accrediting entity assigned to review and resolve complaints will verify that the complaint has already attempted to seek resolution through the agency's internal procedures prior to consideration.

## **6. DISCLOSURES**

6.1 I/We acknowledges that AIAA has provided me/us information regarding the risks and rewards of international adoptions.

6.2 I/We acknowledge that the child referral information may be limited or erroneous in general information, parental/family background, genetic information, prenatal care, child birth, postnatal care, present and past childcare, current physical, emotional, psychological, intellectual and developmental status or previous history.

6.3 I/We have been advised by AIAA and acknowledge that it is my/our responsibility to seek out whatever medical, developmental and psychological evaluations of the child referral information provided by AIAA as deemed necessary in order that I/we are able to make an informed decision as to whether I/we can accept the referral. I/We acknowledge that AIAA is not able to give medical advice, opinion or explanation of medical issues.

6.4 I/We acknowledge that if any information I/we receive or my/our meetings with the above named child/children before the adoption is completed makes me/us uncertain about adopting the child/children named above that I/we can decline to adopt him/her/them and return home and that is my/our free and unencumbered right and privilege. If, however, the adoption has already been completed in the country of origin and I/we chose not to bring the child/children named above home with me/us, I/we will cooperate fully with any procedure that will be required to dissolve the adoption in the country of origin.

6.5 I/We acknowledges that my/our child/children can arrive with medical, psychological, developmental, intellectual, emotional or physical conditions, which may have been undiagnosed, misdiagnosed or misstated.

**6.6 I/We agree to adopt the child/children named at the beginning of this statement with the knowledge and acceptance of all information contained in the materials provided to me/us through AIAA and all medical, mental health, family history, environmental issues and other problems that the child/children may have, now and in the future, known or unknown.**

**6.7 I/We specifically waive any claim against AIAA, its employees, officers, directors, agents or independent contractors, past and present, for the accuracy, completeness, implications, predictive nature or other matters, whether known or unknown, regarding information I/we received prior to the arrival of my/our child/children to the United States, prior to my/our trip, that I/we received during my/our trip or following the arrival of the child/children to the United States. I/We waive any claim should my/our child/children develop medical or mental health problems or other difficulties due to matters that were or were not known or disclosed at the time of his/her/their adoption.**

**6.8 I/We agree not to sue AIAA, its employees, officers, directors, agents agents or independent contractors, past or present, and volunteers, on behalf of myself/ourselves and my/our child/children named at the beginning of this statement.**

7. GOVERNING LAW/DISPUTE RESOLUTION

7.1 I/We acknowledge that any and all disputes arising out of or relating to this Agreement shall be resolved in accordance with the procedures as outlined in this Section 6. The substantive law governing any dispute shall be the laws of the State of Michigan.

7.2 I/We acknowledge that either party will give the other party written notice of any disputes not resolved in the normal course of business. The parties shall first attempt, in good faith, to resolve such dispute by negotiations. All such negotiations pursuant to this clause are confidential and shall be treated as such and will not be used by either party in any subsequent proceedings of this matter, or disclosed to any other persons or entities, other than legal counsel for the said party.

7.3 I/We acknowledge that any dispute which has not been resolved within sixty (60) days of the notice as specified in 6.2, shall be settled by arbitration with the then current commercial arbitration rules of the American Arbitration Association (AAA) by a sole arbitrator. The place of the arbitration shall be the AAA offices in Southfield, Michigan. I/We acknowledge that the decision rendered by the arbitrator shall be final and judgment may be entered upon the award of any court having jurisdiction.

\_\_\_\_\_  
Signature of Adoptive Parent

\_\_\_\_\_  
Signature of Adoptive Parent

Sworn and subscribed before me on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

State of \_\_\_\_\_  
County of \_\_\_\_\_

\_\_\_\_\_  
Signature of Notary

My Commission expires \_\_\_\_\_