

2020

Memorandum of Agreement

Brittany's Hope
and
AFFILIATE AGENCY

Brittany's Hope and **AFFILIATE AGENCY** shall be jointly referred to as the "parties."

A. Purpose

1. The purpose of this Memorandum of Agreement is to guide and direct the parties respecting their affiliation and working relationship, inclusive of anticipated future arrangements and agreements in furtherance thereof, to express the obligations and expectations of the organizations.
2. Neither party intends for this Agreement to alter, in any way, their respective legal rights or their legal obligations to one another, or to any third party.
3. However, the understandings contained herein may be incorporated into and made a part of a subsequent agreement executed between the respective parties in the future.

B. General Understanding

1. Brittany's Hope is dedicated to advocate for international children with special needs through adoption grants which will encourage prospective families and help the placing agency to broaden the search for an adoptive family.
2. Brittany's Hope will pledge a specified amount of funds bi-annually to **AFFILIATE AGENCY** and **AFFILIATE AGENCY** will determine the individual amounts to award families toward the costs of adopting a child (ren) with special needs through our Adoption Grant Program.
3. **AFFILIATE AGENCY** will be responsible for staying within the amount pledged to them by Brittany's Hope for each grant allotment period. Brittany's Hope is not responsible for adoption grants awarded to families which exceed the total amount designated.

4. **AFFILIATE AGENCY's** pre-adoptive parents may request a Brittany's Hope adoption grant after **AFFILIATE AGENCY** has approved their home study and the family has been matched with an international child (ren) with special needs.
5. Adoption grants will be paid directly to **AFFILIATE AGENCY** upon notification that all Brittany's Hope pre-adoption grant documents have been received and the completion of the family's grant fundraising efforts have been verified.
6. Brittany's Hope requires that once a grant check for a family's adoption is received by **AFFILIATE AGENCY**, the funds are immediately applied to their account or forwarded to the family. Under no circumstances will **AFFILIATE AGENCY** be responsible to Brittany's Hope for the return of any portion of adoption grant paid to **AFFILIATE AGENCY** by Brittany's Hope that is then disbursed by **AFFILIATE AGENCY** to a family in accordance with the terms of this agreement.
7. Brittany's Hope highly recommends **AFFILIATE AGENCY** to consider a reduction in their agency's adoption costs for families who are receiving one of our adoption grants. Our bi-annual assessment of this data, gathered via of your agency's E-Match submissions, will be used to help determine potential future grant allotments.
8. Brittany's Hope has the right to rescind an adoption grant or grant allotment based on a breach of this Agreement, conflict of interest, or ethical dilemma.
9. There shall be no discrimination on the basis of race, national origin, religion, creed, gender, age, or disability in the selection of applicants.

C. AFFILIATE AGENCY's Responsibilities:

1. **AFFILIATE AGENCY** must consider their most needy international children with special needs in determining which family will be awarded an adoption grant.
2. **AFFILIATE AGENCY** will determine the amount of each individual adoption grant within the bi-annual pledged amount from Brittany's Hope, beginning with a minimum grant of \$3,000 and then in increments of \$1,000, based on their own internal criteria of financial needs for each family.
3. **AFFILIATE AGENCY** will explain the requirements and obligations to any family who wishes to accept a grant through our Adoption Grant Program. **AFFILIATE AGENCY** will make sure the family understands each Adoption Grant commitment, before and after their child (ren) has/have come home.
4. **AFFILIATE AGENCY** will pre-fill and discuss the *Adoption Grant Agreement* with the family and provide them a copy to be notarized. This *agreement* must be received by Brittany's Hope by the designated deadline in order for the adoption grant to be valid.

5. **AFFILIATE AGENCY** will encourage and support potential grant recipients to meet their fundraising goal to realize the full amount of their adoption grant.
6. **AFFILIATE AGENCY** understands that should the family be unable to raise the required funds to fulfill their grant fundraising commitment, Brittany's Hope will not be responsible for the difference between the amount of funds raised and the adoption grant amount awarded.
7. **AFFILIATE AGENCY** will provide Brittany's Hope with all of the required information regarding the grant recipient and child (ren) through our E-Match form.
8. **AFFILIATE AGENCY** will submit an E-Match for a grant recipient at least 3 months in advance of their tentative travel plans to bring their child (ren) home. This will enable the grant recipient ample time to raise funds toward their grant fundraising efforts, as well as spread awareness about Brittany's Hope.
9. **AFFILIATE AGENCY** will issue a grant invoice and family fee statement to Brittany's Hope for the awarded adoption grant money once all of a family's pre-adoption grant documents have been received and one-half (1/2) of their total awarded grant amount in fundraising efforts have been verified.
10. **AFFILIATE AGENCY** will distribute information about Brittany's Hope to applicants considering international special needs adoptions.
11. **AFFILIATE AGENCY** must be diligent in communicating any changes, which affect our working relationship. These changes would include, but are not limited to: agency personnel/management or procedural changes, as well as updates regarding granted children, including information on E-Match forms and/or a withdraw from an adoption.
12. **AFFILIATE AGENCY** will send at least 1 (one) cross-promotional campaign (Facebook post, newsletter article, HTML blast, etc.) to their respective constituents each year.
13. IRS Revenue Ruling 63-252, 1963-2 C.B. 101 and 66-79, 1966-1 C.B. 48, provide that contributions to certain domestic charitable organizations are deductible if it can be shown that the gift is, in fact, to or for the use of the domestic organization and that the domestic organization is not serving as an agent for, or channel of, a foreign charitable organization. Contributions to the domestic organization would be deductible if the domestic organization has reviewed and approved the foreign project as being in furtherance of its own exempt purposes and if the domestic organization has control and discretion as to the use of the contributions given to the foreign organizations. **AFFILIATE AGENCY** is in compliance with the above requirements (where applicable) and will make available documentation and compliance (or use of *Adoption Grant* funds) upon request by Brittany's Hope.

D. Brittany's Hope Responsibilities:

1. Brittany's Hope will contact grant recipients to communicate the terms regarding the fundraising requirement to receive the adoption grant monies.
2. Brittany's Hope will determine the total bi-annual dollar amount of funds pledged to **AFFILIATE AGENCY**.
3. Brittany's Hope will monitor the amount of funds awarded to families by **AFFILIATE AGENCY** as E-matches are received.
4. Brittany's Hope will provide **AFFILIATE AGENCY** with requirements for the adoption grant procedure, which may be amended from time to time.
5. Brittany's Hope will notify **AFFILIATE AGENCY**, once a grant recipient has met their grant fundraising goal.
6. Brittany's Hope will make grant checks payable to **AFFILIATE AGENCY** on behalf of the grant recipient within 30 days from the date we have received all of a grant recipient's pre-adoption grant documents, grant fundraising efforts, and invoiced from **AFFILIATE AGENCY**.
7. Brittany's Hope will notify **AFFILIATE AGENCY** if a grant recipient has not met their fundraising obligation and of the adjusted amount of the adoption grant to be paid, if applicable.

E. Mutual Responsibilities:

1. Both parties will work together to resolve any issues which may arise and to develop improvements in the adoption grant process.
2. Both parties will maintain prominent website links to each other, acknowledging both their mutual partnership and the availability of adoption grants for families adopting international children with special needs.
3. This working relationship and affiliation shall be reviewed periodically by both parties. This Memorandum of Agreement may be amended at any time by mutual written agreement of the parties. It may also be canceled at any time by either party upon not less than ninety (90) days written notice to the other party.
4. Brittany's Hope shall defend, indemnify and hold **AFFILIATE AGENCY** harmless from/against any and all damages, losses, liabilities and claims arising out of any loss, injury or damage resulting from the negligence or willful misconduct of Brittany's Hope

in relation to the fulfillment of the specifications of this Agreement; and **AFFILIATE AGENCY** shall defend, indemnify, and hold Brittany's Hope harmless from/against any and all damages, losses, liabilities and claims arising out of loss, injury, or damage resulting from negligence or willful misconduct of **AFFILIATE AGENCY** in relation to the fulfillment of the specifications of this Agreement.

5. This relationship is intended solely for the mutual benefit of the parties hereto and there is no intention, express or otherwise, to create any rights or interests for any party or person other than Brittany's Hope and **AFFILIATE AGENCY**.
6. Neither party to this Agreement shall be considered to be an agent, employee, or servant of the other.
7. This Memorandum of Agreement shall be governed by, construed, and applied in accordance with the laws of the State of Pennsylvania.
8. This Memorandum of Agreement shall supersede any and all previously executed Memorandum of Agreements between the parties.

BRITTANY'S HOPE

1160 North Market Street
Elizabethtown, PA 17022

Mai-Lynn Abel Sahd
Brittany's Hope Executive Director

Date

AFFILIATE AGENCY'S Executive Director

Date