

Cooperation agreement

Investigation into possible illicit practices in adoption



Opgroeien



adoptie

THIS AGREEMENT IS CONCLUDED BETWEEN:

Opgroeien (hereinafter referred to as the “**assignor**”), an entity governed by Belgian law with its registered office at Hallepoortlaan 27, 1060 Sint-Gillis, registered under number BE 0886.886.638, hereby legally represented by Mr Leo Van Loo in his capacity as *acting administrator-general* a.i.,

AND

Centre of Excellence in Alternative Care of Children (CEAC) (hereinafter referred to as the “**researcher**”), an entity incorporated under **Indian** law with its Head office at C-234, Ground Floor, Sushant Lok-III, Sector-57, Gurgaon -122003, Haryana, India, registered as Trust under number 1101, hereby legally represented by [REDACTED] in her capacity as Settler and Managing Trustee and CEO, with the aim of establishing the conditions under which the assignor wishes to purchase the services of the researcher.

Hereinafter jointly referred to as “the parties”.

CONSIDERING THAT

The researcher is inter-alia engaged in the field of *investigating malpractice in adoption files, including analysing the files for irregularities, errors and abuse in the adoption process*;

The assignor wishes to appoint a qualified researcher to conduct the investigation into malpractice in adoption files.

The researcher has the necessary qualifications, know-how and experience in the aforementioned field and declares that he is able to carry out the assignment in accordance with professional standards.

With this agreement (“agreement”), the parties lay down the terms and conditions of their cooperation and their respective rights and obligations, whereby both parties carry out their work in a completely independent manner.

IT IS AGREED AS FOLLOWS:

ARTICLE 1 – SCOPE OF SERVICES

1.1. The assignment comprises the assessment of a list of Flemish adoption files from **India**, with a focus on identifying any irregularities, errors, abuse and other illicit practices in the adoption process (the “services”).

1.2. The detailed assessment by the researcher shall be provided in writing in the form of a report for each file, with the possibility of an oral explanation if requested by the assignor. The model form for this report is attached to this agreement (Appendix 1).

ARTICLE 2 - TERMS AND CONDITIONS OF THE SERVICES

2.1. The researcher shall carry out her activities completely independently and autonomously, without any relationship of subordination to the assignor. The parties shall act as independent contractors and shall be

solely responsible for their own business operations. The researcher shall not be authorised to enter into commitments on behalf of the assignor or to bind the assignor in any way legally vis-à-vis third parties.

2.2. The researcher organises his activities according to his own methods and insights and undertakes to organise a collective information session on this subject for those directly involved in the investigation. The directly interested party is the person who reported (possible) irregularities in their own adoption procedure to VCA. Reporters can be adoptees, first parents, or adoptive parents. However, the researcher will regularly inform the assignor about the progress of their assignment.

2.3. The researcher guarantees that he will perform his task with the dedication, competence and know-how that can be expected of a professional and with the loyalty that is due in the performance of any agreement.

2.4. The researcher expressly undertakes not to outsource the performance of his obligations under this agreement, unless with the express prior written consent of the assignor.

2.5 The researcher undertakes to consult relevant stakeholders from the sector/target group on an interim basis about possible steps in the context of the progress of the administrative investigation into intercountry adoption from India at case level (without disclosing personal data). The researcher will inform the assignor of this in a written report.

ARTICLE 3 - DURATION OF THE AGREEMENT

3.1. The assignment will be carried out on several Flemish adoption files, after written consent has been obtained from the interested party requesting the investigation. This consent will be obtained:

- From the adoptee, if they request the investigation (with the consent of the adoptive parents or guardian if the adoptee is under the age of 18);
- From the adoptive parents, if they request an investigation (with the consent of the adoptee, always when the adoptee has reached the age of 18, and below that age when the adoptee is capable of making a judgement on this matter and in any case from the age of 12);
- From the first parent, if they request an investigation;

Only after obtaining the required consent may the information in the file be shared with the researcher.

3.2. This agreement is entered into for an indefinite period, commencing on **4/05/2026**. The agreement shall terminate by operation of law after the assignor has accepted the final report resulting from the services, unless the parties expressly agree in writing to extend the agreement. The agreement shall not be tacitly renewed.

3.3. This agreement may be terminated at any time by either party, subject to a notice period of two months.

3.4. This agreement may be terminated immediately by either party if the other party becomes insolvent, is dissolved, goes into liquidation, makes a general assignment in favour of its creditors, files for bankruptcy or is the subject of such an application, or if a receiver is appointed for a substantial part of its assets.

3.5 The researcher expressly undertakes to provide the assignor with an action plan at the start of this agreement to guarantee the continuity of the assignment in the event of premature or unexpected termination of the collaboration.

ARTICLE 4 - OBLIGATIONS OF THE ASSIGNOR

4.1. The assignor grants the researcher a formal mandate to investigate individual Flemish adoption files with a view to verifying existing information and requesting additional data concerning the personal files of Flemish adoptees adopted from India. The assignor undertakes to provide the researcher in time with all the information and documentation necessary for the proper performance of the investigation.

4.2. This information remains the property of the assignor at all times and must be returned to the assignor immediately upon first request, and in any case upon termination of this agreement.

ARTICLE 5 - EXECUTION

5.1. The researcher agrees to perform the assignment in a timely manner and in accordance with the mutual agreements. An overview of the working agreements is attached to this agreement as an appendix (Appendix 2).

The researcher undertakes, at the request of the assignor, to make himself available on a regular basis for consultations and meetings with the representative and/or the acting administrator-general of the assignor.

5.2. The timeframe for the delivery of each report per file is part of the overview of working agreements, which is attached to this agreement (Appendix 2).

If the political situation in **India** jeopardises the delivery of the report, the timeframe for each report per file may be agreed separately and in writing by email between both parties.

5.3. The researcher shall not be liable for delays caused by force majeure or by acts or omissions on the part of the assignor, provided that the researcher has notified the assignor in writing within 5 working days of becoming aware of these facts. Force majeure shall in any case include: natural disasters, war, terrorism, pandemics, government measures, fire, flooding, strikes, power failures, internet or telecommunications infrastructure failures, and other unforeseen circumstances that make the performance of the contract impossible.

If a situation of force majeure lasts longer than thirty (30) days, both parties have the right to terminate the agreement in writing, without any obligation to pay compensation.

The party invoking force majeure must notify the other party in writing as soon as possible, stating the nature of the force majeure and its expected duration.

ARTICLE 6 - REMUNERATION, COSTS AND TERMS OF PAYMENT FOR INVOICES

6.1. The assignor shall pay the researcher a fee of **1,000.00 EURO per file investigated**. The fee includes the preparation, planning and execution of the assignment.

6.2. If the directly interested party has an ongoing file with the 'Afstammingscentrum' and this centre has already gathered substantial information about the circumstances of the adoption and/or finding the birth family before the start of the investigation, and this information may be shared with the researcher after written approval from the directly interested party, the fixed fee will be adjusted according to the following arrangement:

a) 'Substantial information' means information that significantly limits the researcher's research work, such as (but not limited to):

- Basic information about the circumstances of the adoption;
- Identification details of the birth family;
- Contact details;
- Documentation

b) The reduction in compensation is based on the extent to which the available information reduces the research work

- **Limited information** (e.g. only basic information): **15%** reduction in the standard fee;
- Extensive information: 50% reduction of the standard fee;

c) Procedure

- The 'Afstammingscentrum' will provide the available information in writing to the researcher before the start of the research.
- Within **10 working days** of receiving this information, the parties will jointly determine the applicable reduction rate.
- The adjusted fee shall be confirmed in writing by both parties before the investigation is carried out.

d) If information is only provided after the start of the investigation, this will not affect the agreed fee.

6.3. The researcher is entitled to reimbursement of costs and expenses directly related to the performance of the assignment, such as travel related expenses, translation costs, etc., provided that the researcher can substantiate the costs with receipts and that these costs have been approved in advance in writing by the assignor.

6.4. Payments shall be made in EURO, after receipt of a detailed invoice, to be addressed to:

Opgroeien Regie,

Attn: Financial Department

Hallepoortlaan 27

Company number: BE 0886.886.638

6.5. The invoice must contain at least:

- name and address of the researcher
- company number (if applicable) of the researcher
- the researcher's bank account number
- invoice number
- invoice date
- payment message (description of the service provided or reference)
- name and address of the assignor
- assignor's company number

6.6. The assignor is required to an advance payment of 70% of the total amount due under this agreement. The amount must be paid in advance and is due and payable upon signing this agreement.

The remaining 30% of the amount due shall be paid after receipt of an invoice, after completion of the assignment, on the basis of proof of the services provided and after written acceptance thereof by the assignor.

- Name of account holder: [REDACTED]
- Address: C-234, Ground floor, Sushant Lok-III, Sector-57, Gurgaon-122003, Haryana, India
- Bank: HDFC Bank Ltd.
- Branch: Bestech Central Square, Sushant Lok-II, Sector-57, Gurgaon-122002, Haryana, India
- Account No. 50200113415150
- BIC/SWIFT : HDFCINBE

ARTICLE 7 - INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP

The parties agree that all results, reports, analyses and other work products delivered by the researcher within the framework of this agreement are the full and exclusive property of the assignor.

ARTICLE 8 - CONFIDENTIALITY AND SECRECY

8.1. The assignor possesses confidential information that is essential to its operations ("confidential information"). The assignor may provide such information to the researcher during the performance of the assignment. Confidential information is all information relating to the assignor that is not accessible to the general public or has been lawfully obtained by a third party and includes not only information disclosed by the assignor, but also information developed or obtained by the researcher during the performance of the assignment. The assignor's confidential information must be broadly defined.

8.2. The researcher undertakes to keep all confidential information strictly confidential both during and after the execution of the assignment and not to disclose it or have it disclosed, publish it, distribute it, use it or otherwise make it available, unless this is strictly necessary for the execution of the assignment and

with the prior written consent of the assignor. The researcher shall not remove or cause to be removed any physical or digital media containing confidential information belonging to the assignor without the prior written consent of the assignor.

8.3. The researcher may only use the confidential information for this investigation and for no other purpose. At the end of the investigation, the researcher shall draw up a final report, return all personal data and confidential information received to the assignor and destroy any copies or reproductions in his possession.

ARTICLE 9 - SPECIFIC PROVISIONS CONCERNING THE PROCESSING OF PERSONAL DATA

9.1. The researcher shall process the personal data from the adoption files exclusively within the framework of and for the purpose of carrying out the assignment as referred to in Article 4 of this agreement. Any processing for other purposes is prohibited.

9.2. Upon termination of the assignment or if this agreement is terminated earlier, the researcher shall return all personal data to the assignor immediately and upon first request and shall destroy all copies in his possession.

9.3. The researcher shall take all necessary technical and organisational measures to protect the personal data against unlawful or unauthorised processing, destruction, loss, alteration, unauthorised disclosure or access.

9.4. The researcher expressly undertakes to guarantee the confidentiality and security of the personal data that he processes in the context of this assignment.

9.5. The researcher undertakes to report any data breach or serious attempt at unauthorised access to the personal data that he processes in the context of this assignment to the assignor without unreasonable delay. The researcher shall take all measures reasonably necessary to prevent or limit (further) breaches of the security measures and any damage, and shall provide the assignor with all useful or necessary information required for follow-up and handling.

9.6. The assignor shall at all times have the right to check or have checked the researcher's compliance with the provisions of this article.

9.7. The researcher shall be fully liable to the assignor for all damage resulting from non-compliance with the provisions of this article.

ARTICLE 10 - ENTIRE AGREEMENT AND AMENDMENTS

10.1. It is expressly agreed that this agreement constitutes the entire agreement between the parties and supersedes all previous oral or written agreements, proposals, negotiations and discussions between the parties relating to the subject matter of this agreement.

10.2. Amendments or additions to this agreement, including the appendices that form an integral part thereof, shall only be valid if they are recorded in writing and have been expressly approved by both parties.

Any appendix thus amended or supplemented shall form an integral part of this agreement from the moment of signing.

10.3. The following appendices form part of this agreement and are incorporated by reference:

- Appendix 1: Model form for final investigation report per file
- Appendix 2: Working agreements between the assignor and the researcher
- Appendix 3: Protocol of the researcher

ARTICLE 11 - SEVERABILITY

The invalidity of any provision or part of a provision of this agreement shall not invalidate this agreement as a whole, nor shall it affect the validity or possible implementation of other articles of this agreement. In the event of an invalid provision, the parties shall amend the invalid provision or part thereof and/or agree on a new provision that approximates the purpose of the invalid provision as closely as possible.

ARTICLE 12 - INDEMNIFICATION

The researcher shall fully indemnify the assignor for all losses, damages and costs (including reasonable legal fees) incurred by the assignor as a result of any claim, lawsuit or proceedings arising out of or in connection with:

- a) any actual or alleged negligent or intentional act or omission on the part of the researcher or any of its employees/researchers;
- b) any actual or alleged violation by the researcher or any of his employees/researchers or subcontractors of any law, regulation or rule;
- c) the failure of the researcher to fulfil any obligation under this agreement.

This indemnification applies only to the extent permitted by law and is limited to damage that is the direct result of an attributable shortcoming or negligence on the part of the researcher. The researcher is not obliged to indemnify for indirect damage, consequential damage or damage resulting from acts or omissions on the part of the assignor itself.

ARTICLE 13 - COMPLIANCE WITH LAWS

13.1. This agreement (both in form and content) is governed solely by Belgian law.

13.2. All disputes or proceedings relating to the existence, formation, validity, interpretation or performance of this agreement shall fall under the exclusive jurisdiction of the Dutch-speaking courts of Brussels.

ARTICLE 14 - PROVISIONS THAT REMAIN IN FORCE AFTER TERMINATION OF THE AGREEMENT

14.1. The parties' obligation of confidentiality, as set out in Article 8, shall remain in force even after the termination of this agreement.

14.2. Upon termination of this agreement, the researcher shall permanently delete all digital data and destroy all physical documents, including the files provided by the assignor.

14.3. Upon termination of this agreement, the assigner shall pay the outstanding balance of the fees as defined in clause 6.6, as well as any addition costs incurred up to the date of termination.

IN WITNESS WHEREOF, this agreement has been signed in duplicate by both parties on 4/05/2026, each party declaring that it has received one duly signed original.

Mr Leo Van Loo

Acting Administrator-General

Agency for Children and Young People

Leo Van

Loo

(Signature)

Digitaal ondertekend
door Leo Van Loo
(Signature)

Datum: 2026.05.04
15:40:29 +02'00'

Vasundhra

Founder and CEO

Centre of Excellence in Alternative Care of
Children (CEAC)



*The signature is preceded by "read and approved".

Appendix 1: Model form for final investigation report per file

1) Basic information about the adoptee

- Original surname and first name of the adoptee
- Gender of the adoptee
- Date of birth of the adoptee
- Place of birth of the adoptee
- Age of the adoptee upon arrival at the facility
- Date of arrival of the adoptee at the facility
- Information about the living environment prior to arrival at the facility
 - With birth parents
 - With family members
 - In another facility
 - In hospital
 - Other

2) Information about the person who brought the adoptee to the facility

2.1. In the case of voluntary relinquishment of the adoptee:

- Full name of the person who relinquished the child
- Gender
- Age
- Address and telephone number
- Relationship between the adoptee and this person
- Professional position of the person if they belong to an official body
- In the attached file: copy of this person's identity card
- Was this done in accordance with the regulations in force at the time?

2.2. In the event of abandonment of the adoptee:

- Full name of the person who found the child
- Gender
- Age
- Address and telephone number
- To which police station was the adoptee taken? Was there any further contact with the police station? What did the police do to find the birth parents? Who did they speak to?
- In the attached file: copy of this person's identity card
- Was this done in accordance with the regulations in force at the time?

2.3 In the event of withdrawal of parental authority by court order:

- Who decided to withdraw parental authority?
- Are the birth parents aware of the adoption?
- Who gave consent for the adoption?
- Was this done in accordance with the regulations in force at the time?

3) Reason for placing the adoptee in the facility

- Orphan – brought in by whom? Who had to give consent?
- Abandoned in a public place, with no known birth parents
- Brought directly by the adoptee's family
 - Did the birth parents give consent for (intercountry) adoption? And is there proof of this?

- What is the reason for the adoption?
- Description of the procedure

4) Information about the birth family

- Name, age and date of birth of the birth mother
- In the event of the birth mother's death: date and reason for death
- Name, age and date of birth of the birth father
- In the event of the birth father's death: date and cause of death
- Address and telephone number of birth mother and father
- Ethnic origin of the birth parents
- Marital status and relationship between the birth parents
- Does the child have any brothers, sisters, half-brothers or half-sisters? Name, age and information about their situation (living with the family, placed in a facility or foster family, adopted?)

5) Information about the health of the adoptee

- State of health at birth
- Health status upon arrival at the facility
- Circumstances of the pregnancy
- Known medical history

6) Course of the adoption process

- Financial aspects – in line with the cost of living at that time, proof of payment, in exchange for specific services.
- Progress of the legal proceedings
- Transfer of judgement
- Drawing up of deed
- Legal deadlines?

7) Answers to specific questions asked in the specific situation by the person directly involved in the investigation

8) Concluding remarks

Details of the investigation carried out:

- Conducted by:
- Date of commencement of investigation:
- Duration of the investigation:
- Step-by-step plan, sources consulted and actions taken:
 - Which authorities/persons were contacted?
 - On what date?
 - What information did they provide? Are there any photographs of the person who found the child and/or of the place where the child was found?
 - Testimonies from persons about the practices that were common at the time?

Description of the process, possible differences between the information found and the information in the file. Can be recorded by category.

Date + Name and signature of the researcher who verified the file:

Appendix 2: Working agreements between assignor and researcher

Purpose of the assignment

The purpose of the cooperation agreement is for the researcher to conduct independent research into the correct content of domestic adoption files, under the following condition:

The role of the researcher is strictly separate from his position as a case manager at the Afstammingscentrum. In his capacity as a researcher, he conducts purely factual research into the content of the paper adoption files, without being involved in that capacity (as a researcher) in the psychosocial counselling, mediation or file follow-up that are the responsibility of the Ancestry Centre.

Tasks as a researcher

The researcher will perform the following tasks:

a. Inventory

- Checking which documents (birth certificates, adoption certificates, court documents, file documents, official correspondence, etc.) are present in the adoption file.
- Verify that these documents are complete.

b. Document research

- Administrative investigation into the validity, date, place, signature, involvement of courts or competent authorities, etc.
- Check for inconsistencies, gaps, mix-ups or missing parts.
- If necessary, consult archives, registers, notaries, other official sources.

c. Historical and contextual research (insofar as this is relevant to the case-level investigation, given that global historical research into past illegal adoptions will be conducted at the federal level)

- Review of legal and policy frameworks at the time of adoption, relevant regulations, possible changes in interpretation and archiving practices.
- Consulting archives, registers, notaries and other official sources where necessary.

d. Investigation report

- Prepare a written report for the directly interested party in which the findings are clearly presented: what is known, what is missing, what risks or uncertainties there are.
- If the researcher has not found any new information, provide an overview of the efforts made to gather certain information.
- Possible recommendations for further action (e.g. follow-up investigation, request for missing documents, etc.).

e. Confidentiality and privacy

- Treatment of all personal data obtained in accordance with applicable privacy legislation (GDPR).
- Secure management of data; only sharing information with assignors in accordance with pre-agreed arrangements.
- If the directly interested party has a file with the Afstammingscentrum (Centre for Parentage) or is considering registering, the information from this investigation may be added to the file if the parties concerned agree.

Separation of roles / conflict of interest

- The researcher acts completely autonomously in his assignment with regard to the research aspects as mentioned above.
- During the administrative investigation, the researcher will not perform any tasks directly related to the guidance or emotional support of assignors in their search for ancestry in his role as a researcher. This is a task of the Ancestry Centre or the Adoption Support Centre.
- Directly interested parties will be clearly informed of the capacity in which the researcher is acting (researcher vs. case manager) during the collective contact moment and also during any other contact moments where appropriate.
- In the case of a reporter who is already being guided by a guidance counsellor from the Ancestry Centre:
 - The assignor asks the Progeny Centre to meet with the researcher in advance to share all relevant and additional information with the researcher.
 - During the administrative investigation, the researcher and the relevant case manager – where appropriate – will remain in contact to share information about the case in question, always with the written consent of the person directly concerned.
 - Unless the reporter wishes otherwise, the psychosocial support will continue to be provided by the existing case manager of the Descent Centre.
 - The researcher undertakes to share all relevant and additional information during the administrative investigation with the relevant case manager, so that the latter can offer psychosocial support tailored to the reporter and/or in the context of further follow-up by the Centre for Parentage after completion of the administrative investigation and delivery of the investigation report.

Responsibilities of the assignor

- The assignor shall provide access to the available files/documents, archives and relevant sources necessary for the investigation.
- The assignor shall ensure that the powers or permissions required to view or use documents have been obtained.

Communication

- With the support of the assignor, the researcher will organise a collective information session for those directly involved in the investigation.
- The researcher will provide the assignor with a communication plan clarifying regular contact moments and appointments with the assignor.
- The researcher shall provide the assignor with an action plan to ensure continuity of follow-up in the event of premature or unexpected termination of the collaboration with the researcher.
- The researcher undertakes to consult relevant stakeholders from the sector/target group on an interim basis about possible steps in the context of the progress of the administrative investigation into domestic adoption at case level (without disclosing personal data). The researcher will inform the assignor about this in a written report.

Reporting and delivery

- The researcher shall deliver his research report within the agreed period in accordance with the model form in the appendix (Appendix 1):
 - The researcher undertakes to complete the investigation, including the final written report, within **one year of** the start of the case.
 - The researcher may set priorities regarding the order in which the files are followed up, for example, based on the advanced age of birth parents who may still be alive. The order used must be communicated transparently, based on a reasoned explanation.

- If the person(s) directly involved in the investigation are also assignors of the Afstammingscentrum, the relevant case managers at the Afstammingscentrum must be informed of this before the start of the respective investigation.
- Any interim reports or progress reports shall be delivered by the researcher at agreed times in consultation with the assignor. Where appropriate, these interim reports or progress reports may be shared with the person directly concerned and, if the latter gives their consent, with the relevant case manager at the Descent Centre.
- Consultation meetings will be scheduled by the researcher with the assignor if it appears that additional research is necessary or if additional documents need to be disclosed.
- The assignor and the person(s) directly involved have the opportunity to ask additional questions about the content of the final written report.

Remuneration

- Remuneration is paid on a flat-rate basis per investigation and is laid down in this cooperation agreement.

Appendix 3: Protocol of the researcher

1. Purpose of the protocol

This protocol describes the working method, quality assurances and ethical principles that the researcher applies when conducting research into malpractice in Flemish adoption files.

2. Research design

- **File** **list:**
The researcher conducts the research on the basis of a list of adoption files provided by the assignor.
 - **Consent and privacy:**
Prior written consent will be obtained from the relevant interested party or parties for each file, in accordance with the provisions of the agreement.
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3. Conduct of the investigation

- **File** **analysis:**
Each file is systematically analysed using the *model form for the final investigation report per file* in Appendix 1. The researcher checks for:
 - the completeness of the file;
 - presence of irregularities, errors or possible malpractice;
 - compliance with legal and procedural requirements;
 - signs of abuse, conflicts of interest or unlawful practices.
 - **Sources and verification:**
Where necessary, additional sources are consulted (e.g. interviews, external documents), subject to prior approval by the assignor and in compliance with privacy legislation.
 - **Reporting:**
A written report is drawn up for each file in accordance with the *model form for the final investigation report per file* in Appendix 1. Upon completion of the investigation, a summary final report is drawn up with general findings, trends and recommendations.
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4. Quality assurance

- **Objectivity:**
The researcher conducts the research in an independent and objective manner, without influence from third parties.
 - **Transparency:**
All methods, sources and considerations used are documented transparently.
 - **Control and consultation:**
The researcher is open to interim feedback and consultation with the assignor and, if necessary, adjusts the research on the basis of joint agreements.
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5. Ethical and legal principles

- **Confidentiality:**

All information from the files is treated as strictly confidential. Personal data is processed exclusively for the purpose of the research and in accordance with applicable privacy legislation.

- **Integrity:**

The researcher acts with integrity, reports any conflicts of interest and refrains from actions that could damage the independence or reputation of the research.

6. Completion and archiving

- **Return and destruction:**

Upon completion of the investigation, all personal data and confidential documents received will be returned to the assignor and any copies will be destroyed, in accordance with Article 9 of the agreement.

This protocol is attached to the agreement as an appendix and shall enter into force upon signature by both parties.