

## ARTICLE I

### PARTIES TO THE AGREEMENT AND DEFINITIONS

1. This agreement is made between the Bureau of Labor and Social Affairs on behalf of the Tigray Regional State of Government  
And

Messrs International Adoption Guides Inc. (IAG)

2. Definition

The following terms and phrases shall, unless the particular context otherwise requires, have the following meanings/definition.

2.1 "Child" means every human being below the age of 18 years unless, under the law applicable to the child, majority is attained earlier;

2.2 "Orphan child" means a child who has lost both parents by death;

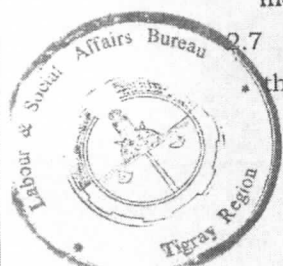
2.3 "Orphanage" means any licensed institution in which care is given to children deprived by death of both parents; abandoned, destitute and children of terminally ill parents;

2.4 "Adoption Agency" shall mean a non-political, non-governmental, non-profit-making humanitarian organization which carry out adoption activities with a view to create permanent parent child relationship with the foreign family.

2.5 "Central Authority" shall mean a responsible organ that, directly or through public authorities, can take all appropriate measures to prevent improper acts and gains in connection with an adoption and deter all practices contrary to the objectives of the adoption;

2.6 "Competent Authority" is an organ which ensure information held concerning the child's origin, in particular information concerning the identity of his or her parents, as well as his/her medical history;

2.7 "BOLSA" shall mean Bureau of Labor and social affairs in the Regional Governments;



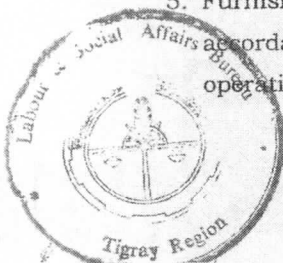
- 2.8 "Community" shall mean a grouping of people living in a defined geographic area and benefiting from a specific activities of child placing Adoption Agency working in defined area;
- 2.9 "Plan of operation" shall mean one of the requirements that an operational Agency has to fulfill each year by submitting as per the given format before the assumptions of activities, the project area, project duration, office expenses, staff development, qualifications needed and the like;
- 2.10 "Annual plan" refers to the plan submitted to the Bureau governing the activities of Adoption Agency ;
- 2.11 "Project Agreement" shall mean the agreement entered into with concerned regional BOLSA'S in which details of the particular activities to be carried out are defined;
- 2.12 "project Agreement" shall mean any commodities, medical supplies, equipment, vehicles and other kind of materials and property used, owned or acquired by the Agency for its activities;

## ARTICLE II

### OBLIGATIONS OF THE ADDOPTION AGENCY

The Agency shall:

1. Open foster home of its own, employ necessary staffs;
2. Make known to the Bureau its functional relationships, if any, with any government and the general sources of its project budget;
3. Follow and adhere to the governments general policy and guidelines regarding child care and support;
4. Subsequent to the signing of this general agreement submit a plan of action regarding the activity to be undertaken to the concerned bodies with in three month and an Annual plan to the Bureau within six weeks;
5. Furnish assistance to those children waiting for adoption in accordance with the terms of the project Agreement and plan of operation;



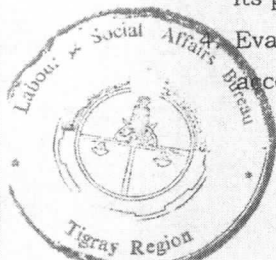
6. Transfer the amount of tax due from the salaries of its personnel's as provided by the tax law of Ethiopia;
7. Submit detail project document, on any other social welfare activities with in six month period of time, after the agreement is signed.
8. Upon expiry or termination of the project period give all documents and records concerning the children along with its assets to the BOLSA or to such other organizations approved by the Government or to the community. In the event that some of the project assets are required for similar activities within the region each party shall give full consideration to any proposal advanced by the other party;
9. Submit to the bureau relevant information and regular reports in accordance with the guidelines and the operational Agreement in general and the physical, education and health etc. status of the adopted child until he/she reaches 18 years old;
10. Submit to the Bureau annual plan of operation and/or annual plan at the end of each fiscal year for consultation and joint planning;
11. Submit to the Bureau annual inventory report at the end of each fiscal year and any relevant information whenever requested;
12. Arrange necessary follow-up and visit programs to ensure that the adopted children are well integrated to the socio-cultural environment of the receiving country.

### **ARTICLE III**

#### **OBLIGATIONS AND RESPONSIBILITIES OF THE BUREAU**

The Bureaus shall:

1. Give due considerations to the geographic preference of the agency;
2. Liaise between the Agency, Zonal administrations, office of Labor and Social affaires and other regional Government institutions in all matters relating to the Agency's activities in Tigray;
3. Provide support so that all work undertaken by the agency and all its property shall be under the administration and management/s; Evaluate or cause to be evaluated the activities of the agency in accordance with the policies and procedures established for this



purpose. The results of such evaluations shall be made available to the agency for its review and comment before its finalization.

## **ARTICLE VI**

### **EFFECTIVE DATE, DURATION, RENEWAL AND TERMINATION**

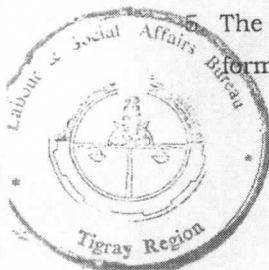
1. This General Agreement shall enter into force and be effective when duly signed by both parties.
2. This agreement shall remain in full force and in effect for a period of time not exceeding 3 years beginning from the date upon which it has been signed by both parties.
3. This Agreement shall be renewed within six months prior to the expiry date.
4. Either party may terminate this Agreement upon four months prior written notice to the other party; provided that the past adoption follow-up mechanism is worked out and mutually agreed up.

## **ARTICLE VII**

### **MISCELLANEOUS PROVISIONS**

1. Criminal charges can be brought against the staff of the Agency in the event that they are/were involved in anti-state anti-social activities and /or in act hostile to the welfare and security of the Ethiopian people.
2. The employment and dismissal of all local staff and all the concomitant factors shall be governed by Laws of Ethiopia.
3. Any relevant matter for which no provision is made in this agreement shall be settled by the parties in keeping with the purpose of the agreement and the intention of the parties in which case, each party shall give full and sympathetic consideration to any proposal advanced by the other party under this paragraph.
4. Failure to adhere to the terms and conditions of this Agreement may result in its project cancellation.

The Bureau and representative of the Agency have agreed that this form of General Agreement may require amendments from time to



time. The bureau will establish a procedure where by BOLSA and representatives of the Agency can give consideration to amendments proposed by the Bureau or the Agency.

6. In a state of "force measure" the agency may terminate performance of its obligations under this agreement, and any or all agreements forthwith without prior notice, to the extent and at such times as the agency may deem necessary to ensure the safety of its personnel and property.
7. All parties are committed to abide by the spirit as well as the letter of Agreement.

FOR THE REGIONAL GOVERNMENT	FOR THE ORGANIZATION
Bureau of Labor and social Affairs	Messrs International Adoption
Mekelle	Guides inc. (IAG)
Tigray	Addis Ababa

IN WITNESS WHEREOF, the undersigned being duly authorized by their respective parties, have signed this Agreement at:

Mekelle, this 09/08/06 day of 2006

FOR AND ON BEHALF OF THE	FOR AND ON BEHALF OF
THE REGIONAL GOVERNMENT	THE ADOPTION AGENCY
OF TIGRAY (BOLSA)	

Signature: [Signature]  
Name: T/Chairmanot G/medek  
Title: Dept Head  
Date: 9-8-2006

Signature: [Signature]  
Name: Haile Ayaleh  
Title: Country Representative  
Date: 9-8-2006

Approved by

Signature

[Signature]  
Kefyalew Kinfe Michael  
Head Labour & Social Affairs  
Bureau

