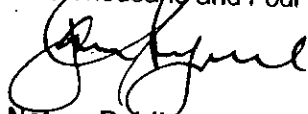


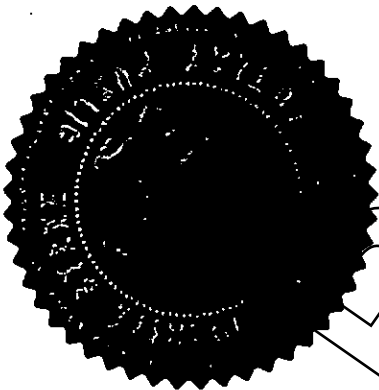
TO ALL TO WHOM THESE PRESENTS SHALL COME, I JAMES RODERICK BYRNE, Notary Public duly authorised, admitted and sworn, residing and practising in the City of Brisbane in the State of Queensland in the Commonwealth of Australia do hereby certify and attest that the following document annexed hereto has been submitted to me by the Department of Families in relation to the Agreement for the Appointment of a Representatives to deliver Intercountry Adoption Services.

IN FAITH AND TESTIMONY WHEREOF

I the said Notary Public have hereunto  
Subscribed my name and **AFFIXED MY SEAL**  
Of Office this the *07* day of *January*  
Two Thousand and Four



Notary Public  
Brisbane Queensland Australia



JAMES RODERICK BYRNE  
Notary Public  
102 Adelaide Street  
King George Square  
Brisbane, Australia

NP\_R

**Agreement for the appointment of Representatives to deliver  
Intercountry Adoption Services**

---

**Representatives Ato Lakew Gebeyehu Likelew (Ato Lakew) and Woz Misrak Getahun  
Zewde (Woz Misrak)**

**State of Queensland through Department of Families  
Queensland**

**State of New South Wales through Department of Community Services  
New South Wales**

**State of Victoria through Department of Human Services  
Victoria**

**State of South Australia through Department of Human Services  
South Australia**

**State of Western Australia through Department for Community Development  
Western Australia**

**State of Tasmania through Department of Health and Human Services  
Tasmania**

**Northern Territory through Department of Health and Community Services  
Northern Territory**

**Australian Capital Territory through Department of Education, Youth and Family Services  
Australian Capital Territory**

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**Parties**

**Representatives Ato Lakew Gebeyehu Likelew ("Ato Lakew") and Woz Misrak Getahun Zewde ("Woz Misrak")** of PO Box 4768, Addis Ababa in Ethiopia

**State of Queensland through Department of Families** of GPO Box 806, Brisbane, Queensland, Australia ("**Queensland**")

**State of New South Wales through Department of Community Services** of PO Box 3485, Parramatta, New South Wales, Australia ("**New South Wales**")

**State of Victoria through Department of Human Services** of GPO Box 4057, Melbourne, Victoria, Australia ("**Victoria**")

**State of South Australia through Department of Human Services** of PO Box 287, Rundle Mall, Adelaide, South Australia, Australia ("**South Australia**")

**State of Western Australia through Department for Community Development** of 189 Royal Street, East Perth, Western Australia, Australia ("**Western Australia**")

**State of Tasmania through Department of Health and Human Services** of GPO Box 538, Hobart, Tasmania, Australia ("**Tasmania**")

**Northern Territory through Department of Health and Community Services** of PO Box 40596, Darwin, Northern Territory, Australia ("**Northern Territory**")

**Australian Capital Territory through Department of Education, Youth and Family Services** of PO Box 1584, Tuggeranong, Australian Capital Territory, Australia ("**Australian Capital Territory**")

**Recitals**

- A. Ethiopia and Australia have established working arrangements between the States and Territories of Australia and the Ethiopian Ministry of Labour and Social Affairs (MOLSA) for the purposes of processing applications by people permanently resident in Australia to adopt children from Ethiopia.
- B. The guiding principles for the working arrangements between Ethiopia and Australia are set out in the Hague Convention on Protection of Children and Cooperation In Respect Of Inter-country Adoption and include the following:
- (a) that the child, for the full and harmonious development of his or her personality, should grow up in a family environment, in an atmosphere of happiness, love and understanding;
  - (b) that each State should take, as a matter of priority, appropriate measures to enable the child to remain in the care of his or her family of origin;
  - (c) that inter-country adoption may offer the advantage of a permanent family to a child for whom a suitable family cannot be found in his or her State of origin;

- (d) the necessity to take measures to ensure that inter-country adoptions are made in the best interests of the child and with respect for his or her fundamental rights and to prevent the abduction, the sale of, or traffic in children.
- C. Under the working arrangements, Queensland acts as co-ordinator for official communication and as a clearing house for information between the Ethiopian Ministry of Labour and Social Affairs and the Australian Authorities.
- D. - The working arrangements are assisted if the Australian Authorities have a Representative in Ethiopia to represent their interests in the formal processing of relevant adoption procedures in Ethiopia.
- E. The Australian States and Territories signify their approval of and support for the adoption by Australian adoptive parents of Ethiopian Children on the terms and safeguards embodied in the Working Agreement and guiding principles of the Hague Convention. However, nothing in this recital E is intended to prevent or restrict the making of or any change to an Australian Authority's policy or law from time to time.
- F. The objectives of this Agreement are to:
- (a) appoint Representatives to represent the interests of and present information originating from the Australian Authorities in respect of adoption procedures in Ethiopia;
  - (b) describe the services that are to be performed by the Representative for the Australian Authorities; and
  - (c) set down the terms and conditions of agreement between the parties.

## The parties agree

### 1. Definitions and interpretation

#### 1.1 Definitions

In this Agreement:

"Agreement" means this document and any schedules or attachments to it;

"Applicant" means a person who is an Australian citizen and who has been favourably assessed by an Australian Authority as a prospective adoptive parent suitable to make an application to adopt an Ethiopian Child;

"Australian Authority" means a department or agency of an Australian State or Territory as listed at Item 3 of the Schedule;

"Ethiopian Child" means a child who under Ethiopian law and (to the extent applicable in Ethiopia) under the the guiding principles of the Hague Convention is an eligible child for inter-country adoption;

"File" means the documentation supplied by an Australian Authority to the Representative for the purposes of applying to the Ethiopian authorities for the adoption of an Ethiopian Child;

"Hague Convention" means the "Hague Convention on Protection of Children and Cooperation in Respect of Inter-country Adoption" a copy of which is included at Schedule 2;

"Ministry of Labour and Social Affairs" or "MOLSA" means the Ethiopian government agency having responsibility for the inter-country adoption of Ethiopian Children in accordance with the laws of Ethiopia;

"Representative" means the person identified as representative at 2.1 of Schedule 1 jointly and severally; and

"Services" means the services described in Item 1 of the Schedule 1 and any other incidental services described in this Agreement;

"Term" is defined in clause 2; and

"Working Agreement" means the *Agreement on the Working Arrangements for the Coordination of Inter-country Adoption between the Ethiopian Ministry of Labour and Social Affairs and the Council of Social Welfare Ministers, Australia*, a copy of which is included in Schedule 3.

## 1.2 Interpretation

In this Agreement:

(a) headings are for convenience only and do not affect interpretation;

and unless the context indicates a contrary intention:

(b) "person" includes an individual, the estate of an individual, a body politic, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;

(c) a reference to a party includes that party's executors, administrators, successors and permitted assigns, including persons taking by way of novation and, in the case of a trustee, includes a substituted or an additional trustee;

(d) a reference to a document (including this Agreement) is to that document as varied, novated, ratified or replaced from time to time;

(e) a reference to a statute or statutory provision includes a statutory modification or re-enactment of it or a statutory provision substituted for it, and each ordinance, by-law, regulation, rule and statutory instrument (however described) issued under it;

(f) a word importing the singular includes the plural (and vice versa), and a word indicating a gender includes every other gender;

(g) a reference to a party, clause, schedule, exhibit, attachment or annexure is a reference to a party, clause, schedule, exhibit, attachment or annexure to or of this Agreement, and a reference to this Agreement includes all schedules, exhibits, attachments and annexures to it;

(h) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning; and

(i) "includes" in any form is not a word of limitation.

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## 2. Term

### 2.1 Term

The term of this Agreement commences on the date of this Agreement and continues for 3 years ("Term") unless terminated earlier in accordance with clause 14.

### 2.2 Regular Review

In the last 6 months of each Term the Australian Authorities will review the content of this Agreement and the continuation of this Agreement with the Representatives. If as a consequence of the review the Australian Authorities determine that the Agreement is not to continue for a further Term, the Australian Authorities may terminate this Agreement in accordance with clause 14.1(b).

Either party may negotiate the terms or conditions of this agreement.

### 2.3 Extension to the Term

If during the review it is determined that further time is required for the review to be completed the Term of the Agreement may be extended for a specified period, through an exchange of letters between the parties, at which time, the Australian Authorities could:

- (a) Renew the Agreement for a further Term;
- (b) Give notice of termination under Clause 14.1.

---

## 3. Subject of the Agreement

- (a) Each Australian Authority, acting on behalf of the government of the Australian state or territory to which it is attached, has authority for and is independently responsible for the adoption of children within its jurisdiction.
- (b) Although Queensland acts in a co-ordinating role, it does not have legal authority in Australia in any jurisdiction other than the State of Queensland.
- (c) Each Australian Authority appoints each Representative, jointly and severally, as the non-exclusive representative of that Australian Authority in order to perform the Services for the purposes of processing an application for the adoption by an Applicant of an Ethiopian Child in accordance with the laws of Ethiopia and Australia.

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## 4. Representative's Duties

The Representative must:

- (a) provide the Services;
- (b) at all times perform the Services in a manner which will promote the principles and objectives contained in the Working Agreement;
- (c) comply with all directions given by an Australian Authority in relation to the Services provided to that Authority to the extent consistent with the



Representative's obligations under this Agreement. If the Representative requests written confirmation of a direction given other than in writing then the Representative is not obliged to comply with the direction until that direction is confirmed in writing;

- (d) deliver Files to MOLSA for processing according to the laws of Ethiopia and the rules and regulations of the Ethiopian authorities, and act pro-actively in dealing with issues that arise in respect of a File or an adoption placement;
- (e) use reasonable endeavours to seek that MOLSA processes Files in accordance with the specified approval for the prospective adoptive parents as provided by the relevant Australian Authority, and as stipulated in the Applicant's file and with the best interests of the child foremost;
- (f) send to the relevant Australian Authority (or if applicable an authorised licensed agency) all information concerning the proposed allocation of an Ethiopian Child including all details provided by the Ethiopian authorities for that purpose such as medical and social information, and photos concerning the Ethiopian Child;
- (g) be available to regularly communicate at reasonable times with the staff of the relevant Australian Authority on the receipt and progress of Files, and the allocation process; and
- (h) subject to clause 5.2, communicate through the relevant Australian Authority but not directly with an Applicant or a third party about:
  - (i) all allocation matters;
  - (ii) all legal custody matters in Ethiopia; and
  - (iii) all immigration and travel authorisations relating to an Ethiopian Child

---

## 5. Representative's Role with Applicants

5.1 In addition to the role of the Representative in representing the Australian Authorities in the processing of applications in Ethiopia for the adoption by an Applicant of an Ethiopian child, the Representative may:

- (a) if appointed by the adoptive parents under power of attorney or other instrument as required by Ethiopian law to evidence the appointment, cause Ato Lakew or Woz Misrak to appear in court and to take all such other steps as may be required as the attorney of the adoptive parents to meet all legal and other formalities in respect of the adoption process in Ethiopia;
- (b) do such other things and perform or procure such services as may be required to provide care for the Ethiopian Child before the child is delivered into the care of the adoptive parents; and
- (c) charge fees to be paid by the adoptive parents relating to the adoption process and the care of the child (subject to clause 11.1(c)).

## 5.2 Communication with Applicants

The Representative will communicate with adoptive parents only through the relevant

Australian Authority until such time as an adoption order is made in favour of the adoptive parents and all arrangements for this child/ren regarding immigration and travel have been finalised.

## 6. Australian Authorities' Duties

The Australian Authority must:

- (a) at all times keep the Representative informed and give such directions regarding the wishes of the Australian Authorities so as to enable the Representative to perform the Services and other obligations under this Agreement;
- (b) at all times act in a manner which will promote the principles and objectives contained in the Working Agreement and the Hague Convention;
- (c) send Files to the Representative to meet the requirements for numbers and types (by express preference for single child or number of children in a sibling group) of Files advised by the Representative from time to time, subject to there being a sufficient number of Applicants for inter-country adoption in Australia;
- (d) inform Applicants about Ethiopian requirements advised by Ethiopian Authorities or understood by the Australian Authority as being applicable to inter-country adoptions;
- (e) as far as practicable act in accordance with any procedures manual advised by MOLSA from time to time, or otherwise agreed between the Representative and the Australian Authorities from time to time;
- (f) inform Applicants about the obligations of the Applicants as set out in this Agreement and under Ethiopian law as advised by MOLSA;
- (g) assess and approve Applicants as suitable prospective adoptive parents as appropriate under the requirements of the jurisdiction of the respective Australian Authority and the requirements for the adoption of an Ethiopian child;
- (h) advise the Representative when an allocated child has received medical clearance from the Department of Immigration, Multicultural and Indigenous Affairs;
- (i) send supervision reports to the Representative regarding the adopted Ethiopian Child at regular intervals from the time the adopted Ethiopian Child enters Australia until an Australian adoption order is made.
- (j) use reasonable endeavours to ensure that an Australian adoption order is made in respect of an Ethiopian Child within a reasonable time and consistent with each State or Territory jurisdiction after the child arrives in Australia and keep the Representative informed of these matters;
- (k) inform the adoptive parents of each adopted Ethiopian Child about their responsibilities for providing initial and annual reports as required by the Ethiopian authorities up until the child has reached 18 years of age;
- (l) use reasonable endeavours to remain in regular and written communication with the Representative;

- (m) notify the Representative of the primary contact person for the Australian Authority and of other staff responsible for the Ethiopian adoption program and of any changes to that contact person or that staff;
- (n) notify the Representative of the position or person within the Australian Authority who is to be advised when an allocation for adoption of an Ethiopian Child has been made; and
- (o) after an allocation is accepted, send the acceptance letter from the Australian Authority as well as the "Declaration of Intent to Adopt" statement signed by the Applicants as witnessed and signed by an officer of the Australian Authority witnessing the signing.

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## 7. Confidentiality

### 7.1 General

In this clause confidential information ("**Confidential Information**") means any information including photographs in relation to Ethiopian Children and Applicants, which the Representative may be provided with for the purpose of this Agreement.

### 7.2 Obligation

The Representative must not divulge Confidential Information to any person, other than a person directly involved in the formal procedures for the adoption of the child. Confidential information may only be disclosed to Applicants after an Ethiopian court order is made in favour of the Applicants, and confirmation is received of the medical clearance by the Australian Department of Immigration and Multicultural and Indigenous Affairs.

### 7.3 Employees of the Representative

The Representative warrants that any agent, employee, contractor or volunteer of the Representative, shall not divulge Confidential Information to any person other than to a person directly involved in the formal procedures for the adoption of the child in accordance with clause 7.2 or as may be required for the care of the child.

---

## 8. Employees of the Representative

### 8.1 Obligation to notify

- (a) The Representative is under a personal obligation to deliver the Services.
- (b) The Representative may from time to time engage employees, contractors and others ("**Third Parties**") to assist them to deliver the Services and will notify the Australian Authorities upon request of the names and tasks performed by such Third Parties.

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## 9. Agreement arrangements

### 9.1 Separate agreements

The parties to this Agreement acknowledge:

- (a) the Representative has entered into this Agreement on the understanding that this

Agreement represents the mechanism by which each Australian Authority has appointed the Representative; and

- (b) in order, to a void any doubt, an Australian Authority is not jointly liable to the Representative under this Agreement for the acts or omissions of another Australian Authority.

## 9.2 Representative

Where there is more than one Representative, each Representative acknowledges that they are jointly and severally liable to each Australian Authority for their actions under this Agreement.

## 9.3 Coordination

Unless notified otherwise, the agency representing the State of Queensland under this Agreement will act as the coordinator for all official communications and as a clearing centre for information between MOLSA and the Australian Authorities as per the terms of the Working Agreement.

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## 10. Warranties

### 10.1 Representative's warranties

Each Representative warrants:

- (a) that the Representative has the knowledge and skill to, and will or will procure a person of the relevant capacity to lawfully represent the Australian Authorities in the Ethiopian courts;
- (b) that the Representative holds a current licence or authority to act as a representative in relation to inter-country adoptions as required by MOLSA;
- (c) that the Representative is free to perform the services without any conflict of interest and that if any situation arises that involves a conflict of interest, the Representative will notify the relevant Australian Authority forthwith; and
- (d) that the Representative will not misrepresent the nature and extent of its authority under this Agreement to the Ethiopian authorities or others who become involved in an inter-country adoption procedure.

### 10.2 Australian Authorities warranties

Each of the Australian Authorities severally warrants to the Representative that:

- (a) the Australian Authority will not misrepresent the nature and extent of the Representative's authority under this Agreement to the Ethiopian authorities or others;
- (b) the Working Agreement is as at the date of this Agreement in full force and effect, and that it will immediately inform the Representative of any variation of that agreement or of its cessation;
- (c) the Australian Authority has the right and the power to appoint the Representative and to do the other things that it does or agrees to do under this Agreement;
- (d) if the Working Agreement ceases for any reason, this Agreement will be changed to

the extent necessary to reflect the basis (if any) on which the adoption of Ethiopian Children by Australian adoptive parents will continue;

- (e) it will support the decisions of MOLSA properly made in accord with the Working Agreement.

---

## 11. Fees

### 11.1 No payments by Australian Authorities

- (a) Under this Agreement, the Representative is not entitled to any payment, fees, monies or reimbursement from an Australian Authority for the performance of the Services.
- (b) Notwithstanding clause 11.1(a) but in accordance with the Working Agreement, clause 2.2.6, the Representative is entitled to payments from Applicants.
- (c) The Representative must ensure that fees charged to and other payments made by Applicants to the Representative comply with the principles in Article 32 of the Hague Convention (a copy of which is set out in schedule 2).
- (d) The Representative must from time to time (and also when requested by an Australian Authority) report to the Australian Authorities the level of fees charged to and other payments to be made by Applicants to the Representative.
- (e) If the Australian Authorities acting reasonably consider that the level of fees charged to and other payments to be made by Applicants to the Representative does not comply with the principles in Article 32 of the Hague Convention, the Australian Authorities and the Representative must review the fees and other payments and seek to agree fees and payments that do comply.
- (f) If the Australian Authorities are not satisfied with a review under clause 11.1(e) they may terminate this agreement under clause 14.

### 11.2 Accountability

- (a) The Representative acknowledges that each Australian Authority is a government entity and that activities conducted on its behalf must be carried out in accordance with the highest standard of probity and accountability.
- (b) From time to time during the term of this Agreement, an Australian Authority may request that the Representative demonstrate that the fees received by the Representative from Applicants for expenses incurred by the Representative have been used in a proper manner in accordance with the objectives of this Agreement.

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## 12. Records

### 12.1 General

- (a) The Representative must maintain proper records of the Representative's actions taken, documents received and documents produced for the purposes of the performance of the Services.
- (b) The Representative must use reasonable endeavours to store all such records so as to ensure the confidentiality and security of those records held by the

Representative.

- (c) All records held by the Representative relating to the adoption of an Ethiopian child by an Australian citizen are to be made available to the responsible Australian Authority at any time.

## 12.2 Adoptee access

The Representatives warrant that they will comply with any reasonable request from an adopted Ethiopian Child (which request is authorised by the relevant Australian Authority) for access to or copies of the Representative's records regarding their adoption as permitted under Ethiopian law.

## 12.3 Survival

This clause 12 survives the expiration or earlier termination of this Agreement.

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## 13. Acceptance of Gifts or Benefits

- (a) Except as provided for under Clause 5 and Clause 11.1 the Representative must not accept any additional money or other gifts other than of a symbolic nature, directly from an Applicant for his or her or their personal gain or benefit.
- (b) To avoid any doubt, additional money or other gifts includes donations or financial aid to the Representative, except where the donation or financial aid is paid to the Representative through a recognised aid or sponsorship organisation and the Representative is given the money without reference to the source of the donation or the financial aid.
- (c) Subject to Clause 13(a) the Australian Authorities recognise and accept that donations and financial aid arranged by or through a recognised aid or sponsorship organisation may be delivered to the Representative by adoptive parents travelling to Ethiopia to meet their child.

---

## 14. Termination

### 14.1 Rights to termination

- (a) The Representative may terminate this Agreement in respect of any or all Australian Authorities at any time:
- (i) on not less than 6 months' prior notice in writing to the Australian Authorities concerned; or
  - (ii) by notice in writing to the Australian Authorities concerned if the Representative becomes incapable of performing the Services.
- (b) Any of the Australian Authorities may terminate this Agreement as between it and the Representative at any time by providing not less than 6 months' prior written notice of termination to the Representative.
- (c) Subject to clause 14.1(b), if the Representative has acted in a manner which would, in the view of an Australian Authority mean that he was no longer suitable to the Representative, this agreement may be terminated immediately in writing to the Representative.

## 14.2 Continuation of the Agreement

- (a) When an Australian Authority terminates this Agreement (in so far as is applicable to it) in accordance with clause 14.1, this Agreement will no longer be binding between that Australian Authority and the Representative.
- (b) To avoid any doubt, in the event that an Australian Authority has terminated this Agreement, this Agreement will remain in force with any other Australian Authority who has not terminated this Agreement in accordance with clause 14.1.

## 14.3 Obligations of Representative

Upon receipt of a notice of termination from an Australian Authority the Representative must:

- (a) notify the relevant Australian Authority of all outstanding Files that it has in its possession; and
- (b) consult with the Australian Authority on how the Representative will progress these Files.

## 14.4 Representative's Duty to Continue

- (a) If an Australian Authority terminates this Agreement with a Representative the Australian Authority may direct the Representative as to whether or not the Representative must:
  - (i) complete the placement processes that have advanced to the stage where a child has been matched with prospective adoptive parents; and
  - (ii) ask MOLSA to return to the Australian Authority through the coordinating State, any Files of that Australian Authority currently held by or with the Representative.
- (b) If this Agreement is terminated in respect of an Australian Authority the Australian Authority concerned must advise the relevant Ethiopian authorities that the role of the Representative on behalf of that Australian Authority has been terminated.

---

## 15. Negation of Employment and Partnership and Agency

### 15.1 No Employment or Partnership

The Representative agrees not to represent itself, and to use its best endeavours to ensure that its employees, agents and contractors do not represent themselves, as being an officer, employee or partner of an Australian Authority.

### 15.2 Limit of Agency

To the extent that the relationship between the parties creates an agency, the Representative is not authorised to bind the Australian Authorities except as expressly provided for under this Agreement. To remove any doubt the Representative is not authorised to incur expenditure or a debt on behalf of the Australian Authorities.

## 16. General

### 16.1 Notices

All communications (including notices, consents, approvals, requests and demands) under or in connection with this Agreement:

- (a) must be in writing;
- (b) must be addressed in accordance with the information provided at Item 2 of Schedule 1;
- (c) must be signed by the party making the communication or (on its behalf) by the authorised delegate of the party;
- (d) must be delivered or posted by prepaid post to the address, or sent by fax to the number, of the addressee, in accordance with clause 16.1(b).

### 16.2 Governing law

This Agreement is governed by and must be construed according to the laws of the State or Territory of the relevant Australian Authority.

### 16.3 Amendments

This Agreement may only be varied by a document signed by or on behalf of each party.

### 16.4 Waiver

- (a) Failure to exercise or enforce, or a delay in exercising or enforcing, or the partial exercise or enforcement of, a right, power or remedy provided by law or under this Agreement by a party does not preclude, or operate as a waiver of, the exercise or enforcement, or further exercise or enforcement, of that or any other right, power or remedy provided by law or under this Agreement.
- (b) A waiver or consent given by a party under this agreement is only effective and binding on that party if it is given or confirmed in writing by that party.
- (c) No waiver of a breach of a term of this Agreement operates as a waiver of another breach of that term or of a breach of any other term of this Agreement.

### 16.5 Assignment

A Representative cannot assign, novate or otherwise transfer any of its rights or obligations under this Agreement without the prior consent of each Authorising Authority.



## 16.6 Counterparts

This Agreement may be executed in any number of counterparts and by the parties on separate counterparts. Each counterpart constitutes an original of this Agreement, all of which together constitute one Agreement.

## 16.7 No representation or reliance

- (a) Each party acknowledges that no party (nor any person acting on a party's behalf) has made any representation or other inducement to it to enter into this Agreement, except for representations or inducements expressly set out in this Agreement.
- (b) Each party acknowledges and confirms that it does not enter into this Agreement in reliance on any representation or other inducement by or on behalf of any other party, except for representations or inducements expressly set out in this Agreement.

## 16.8 Expenses

Except as otherwise provided in this Agreement, each party must pay its own costs and expenses in connection with negotiating, preparing, executing and performing this Agreement.

## 16.9 Entire Agreement

To the extent permitted by law, in relation to its subject matter, this Agreement:

- (a) embodies the entire understanding of the parties, and constitutes the entire terms agreed by the parties; and
- (b) supersedes any prior written or other Agreement of the parties.

## 16.10 Indemnities

- (a) Each indemnity in this Agreement is a continuing obligation, separate and independent from the other obligations of the parties, and survives termination, completion or expiration of this Agreement.
- (b) It is not necessary for a party to incur expense or to make any payment before enforcing a right of indemnity conferred by this Agreement.

Signed as an Agreement.

Signed by Ato Lakew Gebeyehu Likelew and by Woz Misrak Getahun Zewde in the presence of:

*Lakew Gebeyehu Likelew*

Signature- Ato Lakew Gebeyehu Likelew

*Message Amde*  
*Sed Gabbett*

*Woz Misrak Getahun Zewde*  
Signature- Woz Misrak Getahun Zewde

Signature of Witness to both signatures

*Message Amde*

STEPHANIE ANNE GARBETT

Name of Witness in full

Signed by State of Queensland in the presence of:

*John Peard*

Signature

*Gavin D Day*

Signature of Witness

FRANCIS JOHN PEARD

Name

GAVIN D DAY

DIRECTOR GENERAL

Name of Witness in full

Title DEPT. OF FAMILIES

Signed by State of New South Wales in the presence of:

*Mary-Frances Griffin*

Signature

*Rosa Saladino*

Signature of Witness

MARY-FRANCES GRIFFIN

Name

Rosa Saladino

DIRECTOR ADOPTION AND

Name of Witness in full

Title PERMANENT CARE SERVICES

Signed by State of Victoria in the presence of:

[Signature]

Signature of Witness

Rosa Saladino

Name of Witness in full

[Signature]

Signature

HELEN BRAIN

Name

MANAGER / OUT OF

Title

HOME CARE SERVICES  
DEPARTMENT OF  
HUMAN SERVICES.

Signed by State of South Australia in the presence of:

[Signature]

Signature of Witness

Rosa Saladino

Name of Witness in full

[Signature]

Signature

CYNTHIA BEARE

Name

MANAGER ADOPTION & FAMILY

Title

INFORMATION SERVICE  
DEPT OF HUMAN SERVICE

Signed by State of Western Australia in the presence of:

[Signature]

Signature of Witness

Rosa Saladino

Name of Witness in full

[Signature]

Signature

COLIN KEOSH

Name

MANAGER ADOPTION SERVICE

Title

REVOKED

Signed by State of Tasmania in the presence of:

[Signature]

Signature of Witness

Rosa Saladino

Name of Witness in full

Una M Hobday

Signature

Name UNA M. HOBDAY

Title Manager ADOPTION SERVICE

Signed by Northern Territory in the presence of:

[Signature]

Signature of Witness

GARY STEPHENSON

Name of Witness in full

[Signature]

Signature

Name Jenny Scott

Title Director, Family & Children's Services

Signed by Australian Capital Territory in the presence of:

[Signature]

Signature of Witness

MARYSIA CAESAR

Name of Witness in full

[Signature]

Signature

Name PAUL WYLES

Title Manager Adoption Unit

## Schedule 1

### 1. Services

#### 1.1 Services to be performed

- (a) Receiving approved Applicant Files from the Australian Authorities or licensed agencies;
- (b) check that the File is complete and all required documentation is present;
- (c) transfer the File to MOLSA for registration;
- (d) provide information relevant to the matching process to the Ethiopian authorities in particular the Children, Youth and Family Affairs Department ("CYFAD") of MOLSA, as requested;
- (e) preparing allocation information relevant to the Ethiopian Child such as photograph, social background, reasons for availability for overseas adoption, family circumstances, existence of siblings, medical information and special needs. (this information should not be discussed with the Applicants or any other party prior to the allocation being approved by the Australian Authority);
- (f) transfer of the Ethiopian Child's File to the relevant Australian Authority or, if applicable, the authorised licensed agency; and
- (g) arranging for the Ethiopian Child to attend a medical doctor accredited by the Australian Federal Government to undertake independent medical tests as required for entry purposes to Australia.
- (h) perform the following services to a reasonable standard on behalf of Applicants:
  - (i) preparation and lodging the File with the Ethiopian court to obtain the judgments;
  - (ii) representation in legal proceedings before the Ethiopian court;
  - (iii) obtaining legally certified or sealed copies of the final Ethiopian court order;
  - (iv) obtaining the Ethiopian Child's birth certificate;
  - (v) obtaining the Ethiopian Child's passport;
  - (vi) prepare and transfer to Nairobi the documents necessary for obtaining the child's visa to Australia.
  - (vii) arrange meeting with Applicants and child;
  - (viii) prepare documentation for the Ethiopian Child's travel to Australia;
  - (i) receive post-placement adoption reports and providing these to MOLSA;

- (j) use reasonable endeavours to have secure and confidential storage of information relating to the adoption and provision of this information to the parties to the adoption or the Australian Authority as requested following the completion of the adoption.

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## 2. Details of Parties

### 2.1 Representative

- (a) Ato Lakew Gebeyehu Likelew  
PO Box 4768  
ADDIS ABABA  
ETHIOPIA
- (b) Woz Misrak Getahun Zewde  
PO Box 4768  
ADDIS ABABA  
ETHIOPIA

### 2.2 Australian Authorities

- (a) State of Queensland  
Executive Director, Operations Directorate  
Department of Families  
GPO Box 806  
BRISBANE QLD 4001  
AUSTRALIA
- (b) State of New South Wales  
Manager, Adoption and Permanent Care Services  
Department of Community Services  
PO Box 3485  
PARRAMATTA NSW 2150
- (c) State of Victoria  
Manager, Statutory Services  
Department of Human Services  
GPO Box 4057  
MELBOURNE VIC 3001
- (d) State of South Australia  
Manager, Adoption and Family Information Service  
Department of Human Services  
PO Box 287, Rundle Mall  
ADELAIDE SA 5000
- (e) State of Western Australia  
Manager, Adoption Services  
Department for Community Development  
189 Royal Street  
EAST PERTH WA 6004

- (f) State of Tasmania  
Manager, Adoption Services  
Department of Health and Human Services  
GPO Box 538  
HOBART TAS 7001
- (g) Northern Territory  
Manager, Family and Children's Services Branch  
Department of Health and Community Services  
PO Box 40596  
DARWIN NT 0800
- (h) Australian Capital Territory  
Manager, Adoptions Unit – Family Services  
Department of Education, Youth and Family Services  
PO Box 1584  
TUGGERANONG ACT 2900

RTI RELEASE