

AGREEMENT

This Agreement is made and entered into by:

Opgroeien (hereafter: “**Assignor**”), an entity incorporated under the laws of Belgium and having an office at Hallepoortlaan 27, 1060 Sint-Gillis with registered number BE 0886.886.638, hereby duly represented by Mr. Leo Van Loo in his capacity of Administrator-general *a.i.*,

AND

(To be completed) (hereafter: “**Assignee**”), an entity incorporated under the laws of *(Country to be completed)* and having an office/ address at *(to be completed)*, with registered number *(to be completed)* hereby duly represented by *(to be completed)* in his/ her capacity of *(to be completed)* for the purpose of setting forth the exclusive terms and conditions by which the Assignor desires to acquire the services from the Assignee.

Hereinafter jointly referred to as “the Parties”.

WHEREAS

The Assignee is primarily active in the field of *“quest for origins for adoptees in identity crisis” (to be specified)*

The Assignor requires a capable consultant to assist in such activities;

The Assignee disposes of the necessary qualifications, know-how and experience in the said field of activities and as such declares to be ready and capable of offering its services to the Assignor;

The Parties have agreed to conclude the present agreement (the “Agreement”) providing for and setting out (i) the terms and conditions of the Parties’ collaboration which Parties wish to construe on a fully independent basis and (ii) the Parties’ various rights and obligations on this subject matter.

NOW THEREFORE IT IS AGREED AS FOLLOWS:

ARTICLE 1 – SCOPE OF SERVICES

1.1. The assignment comprises the review of a sample of Flemish adoption files from *(Country to be completed)* (the “Services”).

1.2. The detailed review by the Assignee will be given in writing in the form of a report for every file with the possibility of a verbal clarification if requested by the Assignor. The format for this report is annexed to this agreement (Annex 1).

ARTICLE 2 - MODALITIES OF THE SERVICES

2.1. The Assignee exercises its activities in full independence without any link of subordination towards the Assignor. The Parties are independent contractors each engaging in the operation of their own respective business. The Assignee is not entitled to agree with a third party on behalf of the Assignor or otherwise legally bind the Assignor.

2.2. The Assignee will organize its activities according to its own methods and opinions.

However, the Assignee shall, on a regularly basis, inform the Assignor on the evolution of its assignment.

2.3. The Assignee guarantees that he will execute its task with the dedication, the competence and the know-how requested from a professional and with the loyalty due in the execution of any agreement.

2.4. The Assignee expressly undertakes not to subcontract the performance of its obligations under this Agreement, unless expressly agreed in advance and in writing by the Assignor.

ARTICLE 3 - TERM OF THE AGREEMENT

3.1. The assignment shall be carried out on several Flemish adoption files, after written agreement of the interested party requesting investigation:

- the adoptee requesting investigation (with the agreement of the adoptive parents when the adoptee has not reached the age of 18 years old);
- the adoptive parents requesting investigation (with the agreement of the adoptee, always from the age of 18 years old and under that age when the adoptee has reached an age where he has sufficient judgment)
- the birth parent requesting investigation

to share the information in the file to the Assignee.

3.2. This Agreement is entered into for an indefinite duration, effective on **(date to be completed)** and will automatically end upon the Assignor's acceptance of the latest report resulting from the Services, unless Parties prolong it. The Agreement will not be renewed automatically.

3.3. This Agreement may be terminated at any time by the Assignee or the Assignor, with a notice of 2 months.

3.4. This Agreement may be terminated immediately by either Party if the other Party becomes insolvent, is dissolved, or liquidated, makes a general assignment for the benefit of its creditors, or files or has filed against it a petition for bankruptcy or has a receiver appointed for a substantial part of its assets.

ARTICLE 4 – THE ASSIGNOR’S OBLIGATIONS

4.1. The Assignor grants the Assignee a formal mandate to examine individual Flemish adoption files within the framework of the Assignee's mandate to supervise the procedures for verifying existing information and/or seeking additional information concerning personal files of Flemish adoptees in **(country to be completed)**. The Assignor undertakes to provide the Assignee with all the necessary information and to make available to the Assignee the documentation necessary for the performance of the review.

4.2. This information will remain, at all times, the property of the Assignor and will be returned to the Assignor at first request, in case, for whatever reason, the present Agreement is terminated.

ARTICLE 5 – PERFORMANCE

5.1. The Assignee agrees to perform the Assignment in a timely manner and as may be mutually agreed upon from time to time. The Assignee agrees to make itself available for consultations and meetings with the Assignor's representative and/or Administrator-general a.i. regularly at their request.

5.2. Given the political situation in **(country to be completed)**, the time frame for the deliverance of each report will be mutually agreed upon on a case by case basis by simple writing by email.

5.3. The Assignee is not accountable for delays caused by force majeure or by the Assignor, provided that the Assignee has informed the Assignor in writing within 5 working days after the Assignee has become aware of these facts.

ARTICLE 6 – FEES, COSTS AND INVOICE PAYMENT TERMS AND CONDITIONS

6.1. A fee of **1.000 EUR per file (to discuss)** will be paid by the Assignor. The fee comprises preparations, planning and execution of the assignment. Specifications of what is included in the fee are mentioned in **Annex 3** to this Agreement.

6.2. The Assignee is entitled to claim compensation costs and disbursements which are related to the assignment, e.g. costs for travel, translation, etc. on the condition that the Assignee can verify the costs by receipt and that these costs have been approved by the Assignor in advance.

6.3. Payments shall be made in EURO after sending a detailed invoice to:

*Opgroeien Regie,
T.a.v. Financiële dienst
Hallepoortlaan 27
1060 Brussel
Ondernemingsnummer: BE 0886.886.638*

6.4. The invoice will contain at least:

- Name and address of the Assignee
- Enterprise number (if applicable) of the Assignee
- Bank account number of the Assignee
- Invoice number
- Invoice date
- Payment notification
- Name and address of the Assignor
- Enterprise number of the Assignor

6.5. The Assignor is required to pay a retainer of 30% of the total sum due pursuant to this agreement. The retainer shall be payable in advance and due and payable upon the signing of this agreement.

The remaining 70% of the sum due will be paid upon receipt of an invoice after finalization of the assignment, proof of services rendered and written acceptance by the Assignor.

Bank account number: **to be completed**

- Name of the account number: **to be completed**
- IBAN: **to be completed**
- BIC: **to be completed**

ARTICLE 7 - INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP

7.1. The Parties agree that the Assignor shall have complete and sole ownership over the work product or Services performed by the Assignee under this Agreement.

ARTICLE 8 – CONFIDENTIALITY AND NON-DISCLOSURE

8.1. The Assignor owns certain confidential information, which is very valuable to the Assignor (collectively, “Confidential Information”). The Assignor may disclose Information to the Assignee during the Assignee’s performance of the assignment. Confidential Information is any information relating to the Assignor that is not accessible by the general public or that has been lawfully acquired by a third party and includes not only information disclosed by the Assignor, but also information developed or learned by the Assignee during the Assignee’s performance of the assignment. The Assignor’s Information is to be broadly defined.

8.2. The Assignee agrees that at all times during or subsequent to the performance of the assignment, the Assignee will keep confidential and not disclose or cause to be disclosed, publish, disseminate or otherwise make available or use confidential Information, except for the Assignee’s own use during the term of this Agreement and only to the extent necessary to perform the assignment. The Assignee shall not remove or cause to remove tangible embodiments of, or electronic files containing, confidential Information from the Assignor, without prior written approval of the Assignor.

8.3. The Assignee may only apply the confidential information for the purpose of this investigation and for no other purpose. When the investigation is over, the Assignee will provide a report containing the conclusions of the investigation. He will return all personal data to the Assignor and destroy copies in his possession.

ARTICLE 9 – ENTIRE AGREEMENT

9.1. It is expressly agreed that the present Agreement represents the entire agreement between Parties and replaces all prior agreements between Parties as well as all written or oral proposals, negotiations, conversations and discussions held between Parties with regard to the present Agreement.

9.2. Modifications to the present Agreement can only be agreed in writing and in common agreement.

9.3. The following Annexes attached hereto shall form part of this Agreement and are incorporated herein by reference:

- Annex 1: Working arrangements
- Annex 2: Format
- Annex 3: *Protocol of the Assignee (to be completed)*

ARTICLE 10 – SEVERABILITY

The invalidity of one clause or part of a clause of the present Agreement will not result in the invalidity of the present Agreement as a whole nor will it affect the validity or possible execution of other articles of the present Agreement. In the event of invalid clause, the Parties shall amend the invalid clause or any part thereof an/or agree on a new provision which embodies as closely as possible the purpose of the invalid clause.

ARTICLE 11 – INDEMNIFICATION

The Assignee shall indemnify and hold the Assignor harmless from and against any and all loss, damage or expense, including, but not limited to, reasonable attorneys' fees, that the Assignor may sustain or incur as a result of any claim, suit or proceeding, arising out of or in connection with:

- a) any actual or alleged negligent or wilful act or omission of the Assignee, or any of its employees/researchers;
- b) any actual or alleged violation by the Assignee, or any of its employees/researchers or subcontractors of any law, ordinance or regulation;
- c) any failure to perform any obligation under the Agreement.

ARTICLE 12 – COMPLIANCE WITH LAWS

12.1. This Agreement is solely governed, in form and substance, by Belgian law.

12.2. Any dispute or litigation relating to the existence, conclusion, validity, interpretation or performance of this Agreement shall be subject to the exclusive jurisdiction of the Dutch speaking courts of Brussels.

ARTICLE 13 – PROVISIONS TO BE VALID AFTER TERMINATION OF THE AGREEMENT

13.1. The parties undertaking according to article 8 shall be applicable also after termination of this agreement.

13.2. After termination of this agreement, the Assignee will permanently delete all digital data and destroy all the hardcopies of documents, i.e. the child files that were sent by the Assignor

IN WITNESS WHEREOF this Agreement has been signed on behalf of the Parties hereto on **date to be completed** in two originals, each party acknowledging having received one duly signed copy.

Mr. Leo Van Loo

To be completed

Administrator-general ad interim

Agency Opgroeien

*The signature will be preceded by the hand written words “Read and approved”.

Annex 1

Working arrangements

1. Team

To be completed coordinates a team that will conduct the investigations.

2. Planning

VCA will provide the assignee with the order of urgency of the files; the assignee will endeavor to give an estimate of time required to have a closure on each case referred to it.

3. Reports

During the investigation the members of the team will fill in the format, which is in annex 2. There is the possibility to ask extra questions depending on the case. When the investigation is terminated in one file, the format will immediately be sent to VCA. VCA will take the necessary steps afterwards, in Belgium as well as in ***country to be completed***.

Annex 2: Format

1) Basic information about the child

- Name and first name of the child
- Sex of the child
- Date of birth of the child
- Place of birth of the child
- Age of the child at the arrival in the institution
- Date of arrival of the child in the institution
- Information about the life settings before the arrival in the institution
 - With birth parents
 - With relatives
 - In another institution
 - In hospital

2) Information about the person who brought the child to the orphanage

2.1. In case of voluntary renouncement of the child:

- Full name
- Sex
- Age
- Address and phone number
- Relationship between the child and this person
- Professional position of the person in case he belongs to an official authority
- In file attached: copy of the identity card of this person

2.2. In case of abandonment of the child:

- Full name of the person who found the child
- Sex
- Age
- Address and phone number
- To which police station has the child been brought? Has there been further contact with the police station? What did the police do to find the parents? Who did they interview?
- In file attached: copy of the identity card of this person

3) Reason of the placement of the child in the institution

- Orphan
- Abandoned in a public place, without known parentage
- Withdrawal of parental authority by a judicial decision:
 - Who decided to withdraw the parental authority?
 - Are the parents aware of the adoption?
 - Who gave consent for adoption?
- Brought directly by the family of origin:
 - Did the parents give their consent for intercountry adoption?
 - What is the reason for the adoption?
 - Description of the procedure

4) Information about the family of origin

- Name, age and date of birth of the birth mother
- In case of death of the birth mother: date and reason of death
- Name, age and date of birth of the biological father
- In case of death of the biological father: date and reason of death
- Address and phone number of birth mother and biological father

- Ethnic origin of the birth parents
- Civil status and bond between the birth parents
- Does the child have brothers and sisters? Name, age and information about their situation (remaining with the family, placed in an institution or foster family, adopted?)

5) Information about the health status of the child

- Health status at birth
- Health status at the time of arrival in the institution
- Circumstances of the pregnancy
- Medical history known

6) Answers to the specific questions asked in the particular situation

7) Concluding remarks

Details of the social inquiry:

- Conducted by:
- Date of start inquiry:
- Length of inquiry:
- Stages and actions taken:

Conclusion by the competent services (a copy of the report should be enclosed)

Name of the expert who verified the case:

