

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the Administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently.

1. Name and address of registrant Dewey & LeBoeuf LLP 1101 New York Avenue, N.W., Suite 1100 Washington, D.C. 20005-4213		2. Registration No. 5835
3. Name of foreign principal Government of Ethiopia	4. Principal address of foreign principal Embassy of Ethiopia 3506 International Drive, N.W. Washington, D.C. 20008	
5. Indicate whether your foreign principal is one of the following: <input checked="" type="checkbox"/> Foreign government <input type="checkbox"/> Foreign political party <input type="checkbox"/> Foreign or domestic organization: If either, check one of the following: <input type="checkbox"/> Partnership <input type="checkbox"/> Committee <input type="checkbox"/> Corporation <input type="checkbox"/> Voluntary group <input type="checkbox"/> Association <input type="checkbox"/> Other (specify): _____ <input type="checkbox"/> Individual-State nationality _____		
6. If the foreign principal is a foreign government, state: a) Branch or agency represented by the registrant. Embassy of Ethiopia in the United States; Ministry of Foreign Affairs of Ethiopia b) Name and title of official with whom registrant deals. Ambassador of Ethiopia to the United States; Director of Office of Legal Affairs, Ministry of Foreign Affairs of Ethiopia		
7. If the foreign principal is a foreign political party, state: a) Principal address. b) Name and title of official with whom registrant deals. c) Principal aim.		

COMMUNICATIONS SECTION
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8. If the foreign principal is not a foreign government or a foreign political party,

a) State the nature of the business or activity of this foreign principal

b) Is this foreign principal

Supervised by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Owned by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Directed by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Controlled by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Financed by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Subsidized in part by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/>	No <input type="checkbox"/>

9. Explain fully all items answered "Yes" in Item 8(b). *(If additional space is needed, a full insert page must be used.)*

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

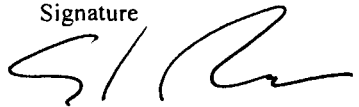
Date of Exhibit A	Name and Title	Signature
Oct. 25, 2007	Edward B. Rowe, Partner	

Exhibit B
To Registration Statement
Pursuant to the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. One original and two legible photocopies of this form shall be filed for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

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Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant Dewey & LeBoeuf LLP 1101 New York Avenue, N.W., Suite 1100 Washington, D.C. 20005-4213	2. Registration No. 5835
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3. Name of Foreign Principal Government of Ethiopia
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Check Appropriate Boxes:

- 4. The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
- 5. There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
- 6. The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.

7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

The registrant will represent and advise the Government of Ethiopia with respect to various aspects of its dispute with the State of Eritrea, including with respect to proceedings before the International Boundary Commission and Claims Commission established pursuant to the December 2000 Peace Agreement between Ethiopia and Eritrea. In addition, the registrant will provide advice and professional services to the foreign principal on related matters as requested by the foreign principal.


8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

The large majority of the registrant's activities on behalf of the foreign principal are non-registerable activities connected with the provision of legal counseling concerning the foreign principal's dispute with the State of Eritrea. The registrant will represent and advise the foreign principal with respect to various aspects of its dispute with the State of Eritrea, including with respect to proceedings before the International Boundary Commission and Claims Commission established pursuant to the December 2000 Peace Agreement between Ethiopia and Eritrea. In addition, the registrant will provide advice and professional services to the foreign principal on related matters as requested by the foreign principal. Such representation may from time to time include contacting various Executive Branch officials, officials of government agencies, and members and staff of the U.S. Senate and House of Representatives regarding issues relating to the foreign principal, including its dispute with the State of Eritrea. The registrant may also contact members of the U.S. media on behalf of the foreign principal.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes No

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

The registrant may engage in political activities on behalf of the foreign principal. The registrant's activities may include contacting various Executive Branch officials, officials of government agencies, and members and staff of the U.S. Senate and House of Representatives regarding issues relating to the foreign principal, including its dispute with the State of Eritrea. The registrant may also contact members of the U.S. media on behalf of the foreign principal.

Date of Exhibit B	Name and Title	Signature
Oct. 25 2007	Edward B. Rowe, Partner	

Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE GOVERNMENT OF THE
FEDERAL DEMOCRATIC REPUBLIC OF ETHIOPIA AND
DEWEY & LEBOEUF LLP**

This Agreement (the "Agreement") is entered into effective as of October 1, 2007 by and between the Government of the Federal Democratic Republic of Ethiopia (the "Government") and Dewey & LeBoeuf LLP, a professional corporation organized under the laws of New York (the "Firm," together with the Government, the "Parties").

WHEREAS, the Firm is a law firm that advises on matters of importance to the Government;

WHEREAS, the Government has engaged the services of the Firm; and

WHEREAS, the Parties wish to memorialize the terms and conditions of the Government's engagement of the Firm during the period beginning October 1, 2007 to and until September 30, 2008.

NOW THEREFORE, in exchange for the mutual covenants set forth herein, the Parties agree as follows:

I. Scope of Representation

- A. The Firm will represent and advise the Government with respect to various aspects of its dispute with the State of Eritrea, including, without limitation, with respect to proceedings before the International Boundary Commission and Claims Commission established pursuant to the December 2000 Peace Agreement. In addition, the Firm will provide advice and professional services to the Government on related matters as requested by the Government and agreed to by the Firm. The Government and the Firm may conclude separate agreements from time to time regarding specific work to be done by the Firm and separate fee and payment arrangements for that work.

II. Fee Arrangement

- A. It is the Firm's practice to charge its clients reasonable fees for professional services based primarily upon the hourly billing rates of various attorneys and other professionals involved in the representation of the Firm's clients. The hourly rates of attorneys and other professionals who are, and who may be, assigned to represent the Government currently range from \$100 to \$200 per hour for legal assistants and law clerks; from \$325 to \$505 per hour for associates; from \$175 to \$430 per hour for specialists and consultants; and from \$470 to \$750 per hour for counsel and partners. The billing rate for each individual in a category is

determined in accordance with the Firm's guidelines. These rates are adjusted from time-to-time each year.

- B. In addition to charges for the Firm's professional services, the Firm charges for expenses related to such services as well as for fees of third-party service providers and vendors. These charges may include computerized legal research, photocopying, long-distance telephone, telecopying, and travel expenses (such as mileage, parking, airfare, lodging, meals and ground transportation). They may also include costs for services or goods rendered by third parties, such as messenger and delivery services, filing fees, printing, and similar expenses. The Firm is authorized to enter into appropriate arrangements with third parties for such goods and services.
- C. With respect to the representation described in this Agreement, the Firm will provide the Government with estimates of the cost of representation for services requested by the Government from time to time as requested by the Government and agreed by the Firm.

III. Billing Practices

- A. Each month, the Firm will send the Government an invoice for payment, which will include information regarding services rendered and expenses incurred in a form specified by the Government.
- B. The invoice will be payable upon presentation, and the Government covenants that it will pay the Firm's invoice within thirty (30) days of receipt.
- C. Should the Government dispute or have questions regarding a request for payment or reimbursement of whatever kind submitted by the Firm, the Government shall submit its questions or the nature of its dispute in writing to the Firm within a reasonable time. In the case of questions, the Firm shall respond in writing to the Government's inquiry as soon as practicable. In the event of a dispute, the Parties shall endeavor to resolve amicably any disagreement as quickly as possible. In the case of either a question or dispute, the Firm covenants that it shall provide to the Government any additional documentation reasonably necessary to respond to the Government's inquiry or to support the Firm's request for payment or reimbursement as soon as is practicable. However, nothing set forth in this subsection shall prevent the Parties from seeking to resolve any questions or disputes orally and at any time prior to the applicable thirty (30) day period.

IV. Practices, Policies and Standards Applicable to the Provision and Payment of Professional Legal Services

- A. Annex I, appended hereto, sets forth relevant portions of the District of Columbia Rules of Professional Conduct governing the provision of legal services to clients as well as fees and billing practices. The Firm and all of its legal professionals providing legal services to the Government within the scope of representation set forth in this Agreement are bound by these Rules, and the Firm represents and warrants that it has observed and will continue to observe these Rules in its representation of the Government. In addition, the Firm has exercised and will continue to exercise its best professional judgment with respect to the type and amount of legal services provided to the Government, including the staffing of particular tasks and the supervision of all aspects of legal services provided to the Government.
- B. Annex II, appended hereto, sets forth the rates for expenses regularly incurred by the Firm providing these legal services.
- C. The Firm will provide on a timely basis the qualifications of all attorneys or comparable legal professionals who provide legal services to the Government.
- D. The Firm will provide to the Government a work plan from time to time setting forth the anticipated tasks for the next quarter and the amount of time necessary to accomplish these tasks. Recognizing, however, the scope and complexity of the issues involved in this representation, the Government acknowledges that the Firm cannot anticipate all tasks and activities that the Firm must perform.
- E. Because the United States Internal Revenue Service and applicable auditing rules require that the Firm keep original copies of receipts, the Firm will continue to supply the Government with copies of receipts or, for those costs for which no receipt is available, a written explanation of the cost and the reason for the lack of a receipt. To the extent practical, the Firm will request that all third party vendors and service providers also adopt these practices.
- F. When submitting its monthly invoices to the Government, unless otherwise agreed, the Firm will organize its receipts according to categories provided by the Government, and will provide a list and subtotal of receipts in each category. A cover page or memorandum will set forth a list of tabbed categories, the subtotal of receipts in each tabbed category, and the grand total of all receipts.
- G. For all third party service providers of substantial cost or duration, the Firm will provide advance notice to the Government of the Firm's intent to

obtain services from these third parties. The Government shall approve or deny retention of such service providers as expeditiously as possible.

V. Disclosure of Information/Identification

- A. The Government agrees to:
1. disclose to the Firm, fully, accurately, and on a timely basis, all facts that are or might be material to the Firm's representation of the Government;
 2. keep the Firm apprised on a timely basis of all developments relating to the representation that are or might be material; and,
 3. otherwise cooperate fully with the Firm.
- B. The Firm agrees to maintain confidentiality of information gained in the course of its representation of the Government in accordance with Rule 1.6 of the District of Columbia Rules of Professional Conduct.

VI. Term, Discharge and Withdrawal

- A. This Agreement will be in effect beginning October 1, 2007 to and until September 30, 2008.
- B. The Parties will endeavor to enter into a new agreement for legal representation before the expiration of this Agreement.
- C. The Government will have the right at any time to terminate the Firm's representation of the Government by delivering a written notice of termination to the Firm. The Firm will have the right to withdraw from its representation of the Government at any time with the Government's consent or for good cause without the Government's consent subject to the District of Columbia Rules of Professional Conduct and required leave of any tribunal having jurisdiction over any matter with respect to which the Firm is representing the Government.
- D. In the event the Government discharges the Firm or the Firm withdraws from its representation of the Government, the Government will take all necessary steps to free the Firm of any obligation to perform further, and the Firm will take all steps that, in the Firm's view, are reasonably practicable to protect the Government's interests. If a discharge or withdrawal occurs, the Government shall promptly pay or reimburse the Firm for all costs and expenses paid or incurred by the Firm on behalf of the Government, as well as for all fees for professional services provided by the Firm to the Government. The Government shall also promptly pay or reimburse all third party service providers or vendors for all costs

incurred by them, and for all fees for services performed by them, on behalf of the Government.

VII. Failure to Renew/Renegotiate Agreement

If the parties fail to conclude a new agreement governing the scope of the Firm's representation of the Government after September 30, 2008, the terms and conditions of this Agreement shall remain in effect until such time as the Parties enter into a new agreement or either Party terminates this Agreement.

VIII. Persons Not Clients

The Government is retaining the Firm solely as the Government's legal counsel, and the Firm's representation of the Government pursuant to this Agreement does not encompass the representation of any of the Government's agencies, officials, or employees individually.

IX. Choice of Law

Because the legal professionals providing legal services to the Government have as their principal place of business offices in the District of Columbia, the United States of America, the Firm and its professionals are governed by the laws and rules governing lawyers, law firms and legal services in the District of Columbia. Accordingly, this Agreement, and the services provided pursuant to this Agreement, shall be governed in all respects by the laws of the District of Columbia, the United States of America.

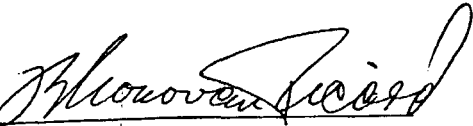
X. Entire Agreement

This Agreement constitutes the entire agreement between the Government and the Firm regarding the Government's engagement of the Firm with respect to the scope of representation set forth in this Agreement. No obligation or undertaking not referred to in Section I or II or set forth expressly in this Agreement shall be implied on the part of either the Government or the Firm with respect to the scope of such representation.

XI. Signatures


By signing this Agreement, each signatory attests that he or she is duly authorized to represent and bind the party whose name appears above the signature.

DEWEY & LEBOEUF LLP

By: 
B. Donovan Picard
Partner

Date: 10/18/07

GOVERNMENT OF THE FEDERAL
DEMOCRATIC REPUBLIC OF
ETHIOPIA

By: 
H.E. Mr. Seyoum Mesfin
Minister of Foreign Affairs

Date: 10/18/07

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