OMB No. 43-R226
Approval Expires Oct. 31, 1981

UNITED STATES DEPARTMENT OF JUSTICE
WASHINGTON, D.C. 20530

Form OBD-68
(Rev 10-14-76)
Formerly DJ-307
for

AMENDMENT TO REGISTRATION STATEMENT

Pursuant to the Foreign Agents Registration Act of 1938, as amended.

1. Name of Registrant	2. Registration No.
Ruder & Finn, Inc.	1481

3. This amendment is filed to accomplish the following indicated purpose or purposes:

- [ ] To correct a deficiency in
  - [ ] Initial Statement
  - [ ] Supplemental Statement for _____
- [X] To give notice of change in an exhibit previously filed.
- [ ] To give a 10-day notice of a change in information as required by Section 2(b) of the Act.
- [X] Other purpose (specify) to file new Exhibit B with new contract for Jamaica Tourist Board

4. If this amendment requires the filing of a document or documents, please list -

Exhibit B with copy of new contract

5. Each item checked above must be explained below in full detail together with, where appropriate, specific reference to and identity of the item in the registration statement to which it pertains. If more space is needed, full size insert sheets may be used.

To submit new contract for a one year period commencing July 1, 1981 between Ruder & Finn Incorporated and the Jamaica Tourist Board.

RECEIVED
U.S. DEPARTMENT OF JUSTICE
CRIMINAL DIVISION
INTERNAL SECURITY SECTION
REGISTRATION UNIT
JUL 17 10 12 AM '81

The undersigned swear(s) or affirm(s) that he has (they have) read the information set forth in this amendment and that he is (they are) familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his (their) knowledge and belief.

(Both copies of this amendment shall be signed and sworn to before a notary public or other person authorized to administer oaths by the agent, if the registrant is an individual, or by a majority of those partners, officers, directors or persons performing similar functions who are in the United States, if the registrant is an organization.)

Norman Weissman
President - Ruder & Finn/New York

Subscribed and sworn to before me at New York, New York

this 14 day of July 1981

Josephine L. Colon
(Notary or other officer)

JOSEPHINE L. COLON
Notary Public, State of New York
No. 31-0714870 Qual. in N. Y. Co.
Cert. filed in Qns., Kings & Bx., Cts.
Commission Expires March 30, 1983

My commission expires _____

DOJ

Form OBD-65
Rev. 4-27-77
(Formerly DJ-304)

OMB
No. 43-R435
Approval Expires Oct. 31, 1981

UNITED STATES DEPARTMENT OF JUSTICE
Washington, D.C. 20530

EXHIBIT B

TO REGISTRATION STATEMENT
Under 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. This form shall be filed in duplicate for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Name of Registrant	Name of Foreign Principal
Ruder & Finn Incorporated #1481	Jamaica Tourist Board

Check Appropriate Boxes:

1. [X] The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach two copies of the contract to this exhibit.

2. [ ] There is no formal written contract between the registrant and foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach two copies of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.

3. [ ] The agreement or understanding between the registrant and 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 the expenses, if any, to be received.

RECEIVED
U.S. DEPARTMENT
OF JUSTICE
CRIMINAL DIVISION
JUL 17 10 12 AM '81
INTERNAL SECURITY
SECTION
REGISTRATION UNIT

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

General tourism publicity in the United States and Canada directed towards attracting visitors to Jamaica.

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

General tourism publicity in the United States and Canada directed towards attracting visitors to Jamaica -- See attached copy of contract.

6. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act?[1/] Yes [ ] No [X]

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.

Date of Exhibit B	Name and Title	Signature
7/14/81	Norman Weissman President - Ruder & Finn New York	

1/ Political activity as defined in Section 1(o) of the Act means the dissemination of political propaganda and any other activity which the person engaging therein believes will, or which he intends to, prevail upon, indoctrinate, convert, induce, persuade, or in any other 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.

RECEIVED
U.S. DEPARTMENT
OF JUSTICE
CRIMINAL DIVISION

JUL 17 10 12 AM '81

INTERNAL SECURITY
SECTION
REGISTRATION UNIT

AN AGREEMENT made the 7TH day of JULY One Thousand Nine Hundred and Eighty-one B E T W E E N the JAMAIC TOURIST BOARD, a body corporate established under the Tourist Board Act of Jamaica having its office at the New Kingston Hotel Office Complex, 77-83 Knutsford Boulevard, Kingston 5 in the Parish of Saint Andrew (hereinafter called "the Board") of the ONE PART AND RUDER & FINN, INC. a body corporate formed and existing under the Laws of the State of New York, United States of America having its offices at 110 E. 59th Street, New York, N. Y. 10022 aforesaid (hereinafter called "Ruder & Finn") of the OTHER PART

WHEREBY IT IS AGREED as follows:-

1. The Board hereby appoints and employs Ruder & Finn for the purpose of providing publicity and public relations services in the United States of America ~~and Canada~~ and such other places throughout the world as may be agreed in writing between the parties (hereinafter called "the Countries") and Ruder & Finn agrees diligently to act as such to the best of its ability and will at all times act in the best interest of the Board during the performance of this Agreement contained.

2. This Agreement shall take effect from the 1ST day of JULY 1981, and shall continue in force for a period of one year from that date and thereafter from year to year subject to the provisions as to determination hereinafter contained.

3. Ruder & Finn acts as a principal and not as an agent of the Board.

4. Ruder & Finn undertakes not to act during the continuance in force of this Agreement in the capacity of Public Relations Firm for any other Caribbean Tourism client without having first obtained the consent of the Board, which consent shall not be unreasonably withheld.

5. Ruder & Finn hereby undertakes and agrees with the Board that it will at all times during the continuance in force of this Agreement observe and perform the terms and conditions set out in this Agreement and in particular:-

(a) will allocate staff time to public relations activities on behalf of the Board, which time will be spent on such activities as counselling, creating, planning and working on specific publi relations projects, writing and distributing releases and representing the Board to various segments of the Public throughout the Countries.

(b) will use at all times its best endeavours to promote Jamaica throught the Countries by means of publicity campaigns, public relations, personal visits to and correspondence with persons and firms, and by advertising and distribution of printed matter subject to the specific prior approval of the Board;

(c) will give its professional assistance and advice to such projects as above and projects calculate to futther the Board's purposes within the Countries;

(d) will liase with travel editors, travel writers, disseminate news and information about Jamaica to press, radio and television and arrange for the publication of tourist articles in newspaper and magazines;

(e) On the occasion of visits to any of the Countrie designated groups whether representatives of the Board; from the public or private sector of business enterprise in Jamaica or members of Government of Jamaica will arrange all press

conferences, appearances on TV and radio, receptions and other functions required by the Board. It shall also arrange for press clippings to be supplied on a monthly basis in a separate folio for each month and shall clearly mark for easy identification by the Board press clippings which Ruder & Finn have originated as distinct from the other press clippings not originated by Ruder & Finn.

6. Ruder & Finn further agrees:-

That it will on a full time working day to day basis provide at its own public relations and advertising personnel at its offices in New York or elsewhere as the need arises and will in addition from time to time and if required or requested by the Board send consultants of various expertise to Jamaica for fixed periods in respect of the work to be done by it for the Board pursuant to Clause 5 hereof.

(b) It will use its best endeavours to establish an office in Jamaica for the furtherance of the work to be done at some reasonable time after the execution of this Agreement but does not bind itself so to do and any such agreements for the establishment of an office will be done with the approval of and in consultation with the Board.

(c) That it will where possible and necessary and at no expense to the Board provide the direct attention of the President of Ruder & Finn to the work being done by Ruder & Finn for the Board.

(d) That it will report in writing to the Board within one month of the end of every three months upon the conduct and development of its work in

/4

relation to promotion of Jamaica's tourism during the period and general upon promotional programmes in the Countries together with their reasoned views on prospects therein in the immediate future. Ruder & Finn shall also make such interim special reports on any of these matters as the Board may from time to time require.

(e) That it will maintain proper books of account in relation to the work being done for the Board which shall be available upon request for inspection by any person duly authorised by the Board.

(f) That it will be responsible for the payment of all salaries for its staff and for the salary and expenses of any consultant in Jamaica as provided for in Clause 6 (a) hereof and shall be responsible for its own office (wherever situate) expenses and overheads in particular and not limited to rent, insurance, office supplies, utilities, services, equipment, and other costs.

7. In consideration of the services to be performed by Ruder & Finn under this Agreement the Board agrees to provide Ruder & Finn with a total budget allowance of US$ 900,000.00 all financial terms of the contract being denominated and calculated in U.S. dollars, which shall be payable in accordance with the following:-

(a) <u>Staff time charges:</u> charges for services of staff members of Ruder & Finn will be billed at the monthly rate of US$65,000.00 per month or such other amount approved in writing from time to time between the parties hereof;

(b) <u>Out-of-pocket expenses:</u> disbursements for or on behalf of or for the benefit of the Board

/5

which are estimated as being one-third of the total budget allowance aforesaid will be billed on a monthly basis as such disbursements are incurred. Disbursements covering the costs of telephone and telegrams, clipping service, necessary travel, model fees, press conferences, transcripts and miscellaneous and other expenses incurred at the Board's request will be billed at cost, and, disbursements covering the costs of art work, printing, photography, mailing mat services, mass script service, television films, special sales meeting presentations and surveys and research will be billed at a mark up of 17.65%. Ruder & Finn confirm and agree with the Board, that any and all expenditures of an amount exceeding US$2,500.00 will not be incurred unless the prior written approval of the Board is had and obtained.

(c) Additional Services: such services provided by Ruder & Finn will be billed on a monthly basis in the amount or amounts agreed in advance with the Board.

(d) The Board agrees to deposit with Ruder & Finn the sum of US$65 000.00 or such other amount as agreed in writing to be used as a credit against which the out-of-pocket expenses at item (B) above as approved by the Board may be paid. Ruder & Finn agrees to refund immediately to the Board any unspent balance remaining on such credit at the termination of this agreement or extension thereof.

(e) All monthly billings will be done by invoice setting out the work done for the month and in respect of out-of-pocket expenses, will be

/6

supported and evidenced by vouchers for such expenditures such invoices being payable within fourteen (14) days from the receipt of same.

8. Ruder & Finn agrees with the Board that:-

(i) All additional work on projects to be done by it other than those specified herein, shall be estimated in advance and the Board advised of such estimate and that no work chargeable to the Board will commence without the prior approval of the Board and;

(ii) All billing in respect of the items contained in sub-paragraph (b) of Clause 7 shall be estimated in advance and the Board advised of such estimates so as to enable the Board to more efficiently plan its cash flow:-

9. This Agreement may be terminated by written notice served by either party to the other at least sixty (60) days prior to the expiration of the first year or of any subsequent year and the effect of such notice will be to terminate the Agreement as from the day of 1982 or any subsequent day of next following the date of such notice. The Board may upon or subsequent to giving notice of non-renewal request Ruder & Finn not to carry out any further publicity and public relations services for the Board from an specified date, and Ruder & Finn shall thereupon comply with such requests and the Board shall then be free to have all or any part of its public relations services carried out by any other person, organization or otherwise as the Board sees fit and Ruder & Finn shall promptly comply with all reasonable requests of the Board including the giving of information and the handing over of materials which are calculated to facilitate such other arrangements.

/7

10. (a) Termination by the Board or Ruder & Finn will involve prompt payment of all amounts due to Ruder & Finn by reason of services rendered and expenses properly incurred in accordance with this Agreement prior to and in relation to the period up to the date of termination. Amounts due to Ruder & Finn will include reimbursement of all out-of-pocket expenses properly incurred and authorised by the Board or under this Agreement.

(b) The Board shall have the right as from the date of the notice of termination to request Ruder & Finn not to expend on account of the Board between the date of such notice and the date of termination any sum or sums not irrevocably committed to expenditure and to dismiss or remove from employment on the Board's account before the date of termination but after due and appropriate notice any person employed or utilised on the Board's account and Ruder & Finn shall comply with any such request and any savings thereby effected shall be for the account and benefit of the Board.

11. Without prejudice to any other remedies the Board may have against Ruder &Finn the Board shall have the right at any time by giving notice in writing to Ruder & Finn to terminate this Agreement forthwith in any of the following events:-

(i) If Ruder & Finn commits a breach of the terms or conditions of this Agreement;

(ii) If Ruder & Finn enters into liquidation whether compulsorily or voluntarily or is adjudicated bankrupt or compounds with its creditors or take or suffer any similar action in consequence of debt;

/8

(iii) If from any cause except for acts of God or any civil disturbances Ruder & Finn is prevented from performing its duties hereunder for a period of fourteen (14) days or for a total period of thirty (30) days in any one period of twelve calendar months.

12. The Board agrees to indemnify Ruder & Finn against any claim or other charges as a result of legal action brought against Ruder & Finn arising out of the publication, distribution or dissemination of information by Ruder & Finn prepared for the Board by Ruder & Finn AND approved by the Board before such publication or distribution PROVIDED that the obligations for indemnification under this Clause shall not extend to any loss or expense or part of loss or expense which is recoverable by Ruder & Finn under any policy of insurance.

13. Ruder & Finn will take every reasonable precaution to safeguard the Board's property entrusted to its care and will be held responsible for loss damage destruction as a result of Ruder & Finn's negligence and agrees that it will at all times during the duration of this Agreement or Agreement as extended and thereafter not reveal either by itself or its employees any and all information communicated or transmitted to it by the Board which of a confidential nature.

14. This Agreement shall be deemed to have been made in Jamaica and the construction validity and performance of this Agreement shall be governed in all respects by Jamaican Law.

15. All previous Agreements and arrangements if any made between the Board and Ruder & Finn are hereby cancelled but without prejudice to any rights which have already accrued thereunder to either party.

16. This Agreement embodies the entire understanding of the parties and there are no promises terms conditions or obligations oral or written express or implied other than those contained herein.

/9

17. This Agreement is subject to the approval of the Exchange Control Division of the Bank of Jamaica.

18. Any dispute difference or question which may arise at any time hereafter between the Board and Ruder & Finn touching the true construction of this Agreement or the rights and liabilities of the parties hereto shall unless otherwise herein expressly provided be referred to the decision of a single arbitrator ~~in Kingston, Jamaica~~ to be agreed upon between the parties or in default or agreement for fourteen (14) days to be appointed at the request of either party by the Secretary of the General Legal Council of Jamaica in accordance with and subject to the provisions of the Arbitration Act of Jamaica any statutory modifications or re-enactment thereof for the time being in force.

OK mw

19. Any notice required to be given hereunder shall be sufficiently given to Ruder & Finn if forwarded by registered post cablemtelegraph or telex to the address of Ruder & Finn at its New York address contained herein and shall be sufficiently given to the Board if similarly forwarded to its office in Jamaica. Everynnotice shall be deemed to have been received and given at the time when in the ordinary cause of transmission it should have been delivered at the address to which it is sent.

EXECUTED for and on behalf of the JAMAICA TOURIST BOARD by the Director of Tourism, John Gentles Esq., in the presence of:-

JAMAICA TOURIST BOARD

GLADYS DARLINGTON
Notary Public, State of New York
No. 24-4678597
Qualified in Kings County
Certificate Filed in New York County
Commission Expires March 30, 1932

EXECUTED for and on behalf of)
Ruder & Finn Inc. by its)
President Mr. Norman Weissman)
in the presence of:-)

RUDER & FINN INC.

NOTARY PUBLIC

GLADYS DARLINGTON
Notary Public, State of New York
No. 24-4678587
Qualified In Kings County
Certificate Filed In New York County
Commission Expires March 30, 1932