

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, dissemination report, copy of political propaganda 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, D.C. One copy is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of such documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. Finally, the Attorney General transmits an annual report to the Congress on the Administration of the Act which lists the names of all agents and the nature, sources and content of the political propaganda disseminated or distributed by them. 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, D.C. 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, D.C. 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 Burson-Marsteller 1850 M St., NW, Suite 900 Washington, DC 20036	2. Registration No.  2469
3. Name of foreign principal Government of Pakistan	4. Principal address of foreign principal Saudi Pak Tower, 12th Fl. Jinnah Ave. Islamabad, Pakistan

5. Indicate whether your foreign principal is one of the following type:

- Foreign government
- Foreign political party
- Foreign or  domestic organization: If either, check one of the following:
  - Partnership
  - Corporation
  - Association
  - Individual—State his nationality \_\_\_\_\_

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 REGISTRATION UNIT

6. If the foreign principal is a foreign government, state:

- a) Branch or agency represented by the registrant. Board of Investment
- b) Name and title of official with whom registrant deals. Mohibullah Shah, Secretary Board of Investment

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

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

Owned by a foreign government, foreign political party, or other foreign principal ..... Yes  No

Directed by a foreign government, foreign political party, or other foreign principal..... Yes  No

Controlled by a foreign government, foreign political party, or other foreign principal ..... Yes  No

Financed by a foreign government, foreign political party, or other foreign principal ..... Yes  No

Subsidized in whole by a foreign government, foreign political party, or other foreign principal..... Yes  No

Subsidized in part by a foreign government, foreign political party, or other foreign principal..... Yes  No

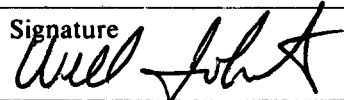
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9. Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page may be used.)

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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.

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Date of Exhibit A 1/27/95	Name and Title William Johnston Executive Vice President	Signature 
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**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 triplicate 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, D.C. 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, D.C. 20503.

Name of Registrant	Name of Foreign Principal
Burson-Marsteller	Government of Pakistan

Check Appropriate Boxes:

1.  The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach three 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 three 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 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 the expenses, if any, to be received.

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

The agency will conduct a general image and investment promotion campaign.


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

The Agency's proposed programs include media relations, business community and public affairs activities.

6. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act?<sup>1</sup>  
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.

Efforts to present the Govt. of Pakistan's position on various issues may include the dissemination of information to a variety of audiences including policy-makers. To the extent that such distribution constitutes "political activities" they will be reported in accordance with the Act.

Date of Exhibit B	Name and Title	Signature
1/27/95	William Johnston Executive Vice President	

<sup>1</sup>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.

# **PRIME MINISTER'S SECRETARIAT**

**(Board of Investment)**

*Saudi Pak Tower (12th Floor), Jinnah Avenue, Islamabad*

*(Tele : 92-51-817162)*

*(Fax: 92-51-217665, 215554)*

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## **THE AGREEMENT**

The President of Islamic Republic of Pakistan, represented by the Board of Investment (BOI), Prime Minister's Secretariat, Government of Pakistan, Islamabad, (the "Client") in its office located at Saudi Pak Tower, 12th Floor, Jinnah Avenue, Islamabad, Pakistan and M/s Burson-Marsteller, the Agency, its office located at 1850 M Street, Washington DC-20036, USA, hereby agree as follows:

### **ARTICLE 1**

The Client appoints the Agency with effect from January 1, 1995 to act as Public Relations Agency for the Client. The Agency's responsibilities will be:

#### **1. IMAGE ENHANCEMENT**

- Sub  
WBT
- (a) assist in briefing the media as required about Pakistan's strong points - domestic, economic, social and political policies and approaches, attitudes and development and Pakistan's position on issues of international and regional importance in USA, Japan, Germany and France; the emphasis of the program during the first year will be in the USA and Japan, where the Agency will support investment seminars and travel by senior government officials of Pakistan;
  - (b) monitoring of major print media coverage about Pakistan in the countries indicated in para 1(a) above; copies of important print clippings or transcriptions of electronic media are to be furnished to the BOI;
  - (c) arranging placement (without fee or payment of any commission) of targeted, key articles/write-ups about Pakistan in media in the countries indicated in para 1(a) above;
  - (d) in collaboration with the Client, preparing a core English language press kit on Pakistan; adapting and translating this for key markets noted in para 1(a) above;

- (e) arranging for group/individual trips of internationally reputable editors and/or writers of business/economic journals from USA and Japan to Pakistan for preparation and publication of reports on Pakistan;
- (f) identifying and assisting with arrangements at select speaking engagements by key Pakistan leaders (including the Prime Minister, President, Special Assistant to the Prime Minister on Economic Sectors, Ministers of Finance and Commerce, and senior officials of the Board of Investment) before decision/opinion making audiences;
- (g) preparing initial design and copy for a quarterly English language newsletter on advantages of Pakistan; after an initial design has been created, the Agency will provide copy only for subsequent issues;
- (h) at least four times annually, providing communications advice and support to Pakistan's missions in USA, Japan, Germany, France; and
- (i) providing supplemental briefings to key policy makers in the U.S. Congress and administration in Washington, D.C.

2. **INVESTMENT PROMOTION**

- (a) assisting the Client in arranging participation of decision making level leaders at the BOI investment seminars; and
- (b) providing advice and guidance in helping to identify potential investors - individuals, groups, companies - for joint ventures with Pakistani businessmen and entrepreneurs and arranging business meetings with them;

**ARTICLE-2**

3. **LOCAL OFFICE:**

With a view to ensuring coordination between the Client and the Agency, the Agency will maintain a full-time liaison office in Islamabad, Pakistan, at no direct cost to the Client; such office will be manned by personnel conversant with the services to be provided by the Agency and the requirements of the Client.

4. **ACTIVITY REPORT**

The Agency will submit a monthly activity report to the Client.

5. **SPECIAL SERVICES**

In addition to the Basic Services, the Agency is prepared to provide additional services for such products as the Client shall from time to time request. Before the Agency begins any such Special Services, the Client and the Agency shall agree upon the Agency's remuneration therefor.

**ARTICLE-3**

**BILLING OF EXPENDITURE**

6. **NON-BILLABLE ITEMS**

- (a) Should the Agency purchase media space on behalf of the Client and take a media commission for that effort, the Agency will not charge, in addition to its commission and space/time charges, professional fees for media selection and arrangement, also; the Agency will not charge for its advice on advertising and advertorial solicitations;
- (b) Services to be provided by the liaison office of the Agency in Islamabad for carrying out all the work as is necessary and to provide smooth working relationship between the Agency and the Client.

7. **BILLABLE ITEMS/PROCEDURES**  
**Remuneration/fee**

- (a) All the Agency invoices will be submitted in U.S. dollars and will be paid by the Client in U.S. dollars by wire transfer or other guaranteed means of payment.
- (b) The total fee for the services under this Agreement shall be US \$ 1.00 million (One Million US Dollars), payable in four equal quarterly instalments in advance. The first instalment of US \$ 250,000 would be payable within fifteen days after signing of the Agreement. The subsequent quarterly instalments would be payable within 30 days of receipt of performance report of the first two months of the preceding quarter.
- (c) The advance instalments will be paid only against production to and approval of the Client the list of specific activities scheduled to be carried out by the Agency during the ensuing quarter.

- (d) In addition to the annual fee as in para 7(b) above, the Client shall reimburse to the Agency (without markup) for all travel expenses for visits to Pakistan by the Agency personnel for purposes of consultation. Such amounts shall not exceed US \$ 50,000 over the term of this Agreement.
- (e) Each month, the Agency will submit an invoice for significant out-of-pocket expenditures, incurred on advertising space/time, printing, design and production, and costs of facilities, such as rooms/halls for speaking engagements. Such costs are to be pre-approved in writing by the Client and are in addition to the Agency's fee pursuant to paras 7(b) and 7(d) above.

#### ARTICLE-4

### 8 DURATION AND TERMINATION

- (a) **Duration:** This agreement shall become effective on January 1, 1995 and shall continue in force for a period of one year.
- (b) **Termination of work in progress:** After an initial six-month period, starting from the effective date of Agreement, either party may terminate this Agreement by giving the other party written notice at least 60 days prior to the effective date of termination. Upon receipt of notice of termination, the Agency shall not commence work on any new assignments and will only continue on such in progress assignments as both parties may agree. All other rights and duties of the parties shall continue during such notice period and the Client shall be responsible to the Agency for the payment of any time charges and expenses incurred up to the effective termination date. If either the Client or the Agency desires to terminate all work in progress commenced before receipt of notice of termination, it may do so only upon the parties' mutual consent and the determination and payment of the compensation to be received by the Agency for partially completed work. The Client shall remain responsible for all non-cancelable commitments.
- (c) **Assignment upon Termination:** Upon termination of Agreement, the Agency shall assign to the Client all of its rights in contracts, agreements, arrangements or other transactions made with third parties for the Client's account effective on the date of termination or on such other date as may be agreed upon by the parties, and the Client shall assume all obligations without any additional cost to the Client unless otherwise authorized in advance by the Client, and hold the Agency harmless from all liability thereunder. In the event any contract is non-assignable and consent to assignment is refused, or the Agency cannot



meet its obligations without any additional cost to the Client, the Agency shall continue performance, and the Client shall meet its obligations as agreed under this Agreement.

#### ARTICLE-5

#### 9. OWNERSHIP

All slogans and publicity materials submitted or developed by the Agency for the Client during the term of this Agreement and paid by the Client shall be the exclusive property of the Client.

#### ARTICLE-6

#### 10. INDEMNIFICATION

(a) Client's responsibility: The Client is responsible for the accuracy, completeness and propriety of the information that it provides to the Agency concerning the Client's products, services, organisation and industry. The Client is responsible for reviewing all publicity or other materials prepared by the Agency under this Agreement to confirm that all representations, direct or implied, and submitted to the Client by the Agency for approval, are supportable by objective data available by the Client, and to confirm the accuracy and legality of the descriptions and depictions of the products, services, policies, business, industries and country of the Client. The Client will indemnify and hold the Agency harmless from and against all losses, damages, liabilities, claims, demands, lawsuits and expenses, including reasonable attorney's fees and expenses, that the Agency may incur or be liable for arising out of or in connection with any of the following:-

- any publicity or other materials prepared or placed by the Agency or the client, or other service performed by the Agency for the Client (which were approved by the Client),
- allegations that the Client's activities violate or infringe upon the copyright, trademark, patent or other rights of any third party, or that the Client's activities induce, promote or encourage the violation of or infringement upon the rights of any third party.

(b) The Agency's responsibilities: It will be the responsibility of the Agency to make certain that the necessary contracts or releases have been obtained with or from those whose names, likenesses, testimonials,

scripts, musical compositions, or similar materials or rights are used in the materials prepared under this Agreement, and the Agency agrees to indemnify the Client against any liabilities and expenses the Client may incur as a result of the Agency's failure to obtain the above-mentioned contracts or releases. It is expressly understood that the foregoing indemnification by the Agency shall not apply in situations where the Client directly arranges or signs such contracts, releases or agreements with third parties, nor shall it apply where the claim arises from matters as to which the Agency has advised, the Client of the risks involved and the Client has agreed to accept those risks in which cases the Client shall indemnify the Agency.

- (c) **Use of information by third parties:** The Agency has no control over information once it has been issued to the media or another third party. The Agency cannot assure the use of any material by any medium - print or electronic - nor the accuracy of what any third party publishes.

The terms and conditions of this Section 10 shall survive the termination and expiration of this Agreement and shall continue indefinitely thereafter.

## **ARTICLE-7**

*WBS* 11. **CONFIDENTIALITY**

The Agency on behalf of itself and its employees, hereby covenants and agrees that it:

- (a) shall exercise reasonable care and caution to keep confidential any and all proprietary information concerning the Client's business and operation which becomes known to the Agency by reason of the performance of its services on behalf of the Client, and which information is clearly marked "confidential" or specifically identified in writing as confidential. Proprietary information includes, but is not limited to, corporate plans and strategies, new product samples, specifications, formulations and pricing information;
- (b) shall not disclose any marked or identified information to any person outside of the employment of the Agency, unless to do so is required in connection with the performance of its confidential nature of the said material; and
- (c) shall return to the Client all such information then in its possession at the termination of the Agency's services, except that the Agency shall be entitled to keep evidence of its work product;

It is further agreed that none of the above shall apply to the following:

- (i) information that is in the public domain at the time of disclosure to the Agency or which enters the public domain through no fault of the Agency, or its employees;
- (ii) information that is in the possession of the Agency or its employees at the time of disclosure to the Agency;
- (iii) information that the Agency, or its employees, receives from a third party under no obligation of confidentiality to the Client, and
- (iv) compliance with any court order or other directive having the force of law.

### ARTICLE-8

## 12. OTHER RULES GOVERNING THIS AGREEMENT

- Handwritten initials: Jch, WBY*
- (a) **Modification:** This writing contains the entire Agreement of the parties. No representations were made or relied upon by either party, other than those that are expressly set forth. No agent, employee, or other representative of either party is empowered to alter any of the terms of this Agreement, unless done in writing and signed by an executive officer of the respective parties.
  - (b) **Titles:** Titles are for reference only. In the event of a conflict between a title and the content of a section, the content of the section shall control.
  - (c) **Headings:** Headings in this agreement are for reference only. In case of a conflict between a heading and the content of a section, the content controls the meaning.
  - (d) **Assignment and delegation:** Neither party may assign any rights or delegate any duties hereunder without the expressed prior written consent of the other.
  - (e) **Notices:** All notices pertaining to the Agreement shall be in writing and shall be transmitted either by personal hand delivery by facsimile transmission or by reliable overnight express delivery service such as Federal Express or through the United States Post Office. The addresses set forth for the respective parties shall be the places where notices shall be sent, unless written notice of change of address is given.
  - (f) **Miscellaneous:** As used herein, unless the context indicates the contrary, the singular number shall include the plural, the plural the singular, and

the use of any gender shall be applicable to all genders. Further, the captions in the Agreement are for convenience and identification purposes only, are not an integral part of this Agreement, and are not to be considered in the interpretation of any part of this Agreement.

**ARTICLE-9**

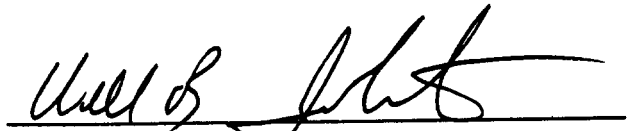
**GOVERNING LAW**

This Agreement is governed in all respects by laws of Pakistan, including those concerning taxation.

The Agency and the Client by their duly authorized representatives, have indicated their acceptance of the foregoing by signing in the spaces provided below.



(M. TAHSIN K. IQBAL)  
JOINT SECRETARY,  
BOARD OF INVESTMENT  
ON BEHALF OF  
THE PRESIDENT  
ISLAMIC REPUBLIC OF PAKISTAN



(WILLIAM JOHNSTON)  
EXECUTIVE VICE PRESIDENT/  
DIRECTOR OF PUBLIC AFFAIRS/  
AMERICAS,  
ON BEHALF OF  
M/S BURSON MARSTELLER

January 11, 1995.

Date

Jan 19, 1995

Date



**Mohammad Younus**  
Deputy Secretary  
Prime Minister's Secretariat  
Board of Investment  
Islamabad (Tel: No. 221822)

Witness

Witness

January 11, 1995.

Date

\_\_\_\_\_

Date