

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 Street, NW, Ste. 900, Washington, DC 20036	2. Registration No. 2469
3. Name of foreign principal Government of Ghana	4. Principal address of foreign principal 3512 International Dr., NW Washington, DC 20008

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
 - Committee
 - Voluntary group
 - Other (specify)
- Individual—State his nationality _____

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

- a) Branch or agency represented by the registrant.
- b) Name and title of official with whom registrant deals.
His Excellency Ekwow Spio-Garbrah, Ambassador of Ghana to the U.S.

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

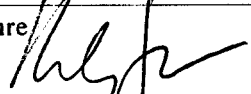
Financed by a foreign government, foreign political party, or other foreign principal Yes No

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

9. Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page may 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 Kirby Jones, Exec. VP	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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Name of Registrant	Name of Foreign Principal
Burson-Marsteller	Government of Ghana

Check Appropriate Boxes:

- 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.
- 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.
- 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.

B-M will conduct a general image and investment promotion campaign.

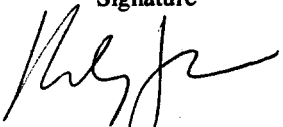
5. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

B-M's proposed program includes media relations, materials production, ally development and other investment promotion activities.

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

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
	Kirby Jones Executive Vice President	

¹Political 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.

Burson-Marsteller

1850 M Street, N.W.
Suite 900
Washington, D.C. 20036-5890
202.833.4827
FAX: 202.833.4477

Mikel H. Williams
Managing Director
Finance and Administration
Washington Region

November 27, 1995

His Excellency Ekwow Spio-Garbrah
Ambassador to the United States
Embassy of the Republic of Ghana
3512 International Drive, N.W.
Washington, D.C. 20008

Dear Mr. Ambassador:

This letter serves as an agreement between Burson-Marsteller ("B-M") and the Government of Ghana and as a confirmation of our discussions concerning the work that you have asked B-M to perform in the three-month period from October 12, 1995 to January 11, 1996. B-M's assignment will commence with the October 1995 visit of President Rawlings to the United States.

B-M's initial level of effort will focus on ensuring that the President's visit receives adequate media coverage in the United States. In furtherance of this objective, B-M will complement the media outreach efforts of the Embassy and the various organizing committees in the cities to be visited by the President.

Using the presidential visit as a platform for further action, B-M will create a distinct identity for Ghana and increase the general awareness of the country as a major player in Africa. Leveraging the country's remarkable track record in political and economic reform, B-M will increase understanding of these reforms and promote Ghana's open-door policy on trade, investment and tourism among specifically targeted U.S. audiences. B-M will also help bring sector-specific investment opportunities in Ghana to attention of targeted pre-screened potential investors, attracting such potential investors to Ghana and promoting non-traditional exports in bilateral trade with the United States.

In performing work for, and in behalf of the Government of Ghana, B-M will charge a retainer fee of \$40,000 per month for the initial three months commencing on October 12, 1995 through January 12, 1996. The monthly retainer fee of \$40,000 is due and payable upon Government of Ghana's receipt of B-M's invoice. After the initial three months, B-M will be given the opportunity to expand and extend the program for another three months at the request of the Government of Ghana.

The Government of Ghana agrees to pay the retainer plus related out-of-pocket expenses that have been approved by the Ambassador in advance. Invoices for such expenses will be submitted on a monthly basis, due within 30 days of receipt. Out-of-pocket expenses include, but are not limited to, communications, production of new press materials, all travel and hotel costs incurred by B-M in performing work for the Government of Ghana.

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Payment to B-M should be made via bank wire transfer to the following account:

Acct.# 890-0229594
ABA# 021-000-018
The Bank of New York
5 35th Avenue
New York, NY 10017

The Government of Ghana agrees to indemnify and hold B-M harmless from and against all losses, damages, liabilities, claims, demands, lawsuits and expenses, including reasonable attorneys' fees and expenses, that B-M may incur or be liable for arising out of or in connection with the following:

- any publicity or other materials prepared or placed by B-M for the Government of Ghana or other service performed by B-M for the Government of Ghana (which were approved by the Embassy);
- any alleged or actual defects in the Government's products or services (including without limitation, any claim for bodily injury or death); or
- allegations that the Government's activities violate or infringe upon the copyright, trademark, patent or other rights or any third party, or the Government's activities induce, promote, or encourage the violation of or infringement upon the rights of any third party.

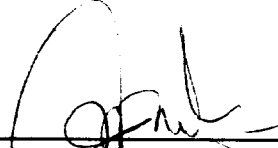
The Government of Ghana's obligations under this section include payment by the Government to B-M for all time charges and expenses (including reasonable attorneys' fees and expenses) incurred by B-M in connection with any subpoena, discovery demand or other directive having the force of law or governmental inquiry to which the Government of Ghana does not object, served upon B-M or its affiliates that relates to the Government of Ghana, its business or its industry that arises out of any litigation, proceedings or investigations involving the Government of Ghana.

The terms and conditions mentioned above shall survive the termination of this Agreement.

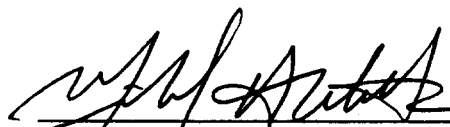
This Agreement shall be construed in accordance with and governed by the laws of the State of New York in the United States of America.

If this is agreeable to you, please indicate by signing below.

For the Government of Ghana


His Excellency Ekwow Spio-Garbrah
Ambassador to the United States
Government of Ghana

For Burson-Marsteller


Mikel H. Williams
Chief Administrative Officer
B-M