

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, D.C. 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. Finally, the Attorney General intends, at the earliest possible opportunity, to make these public documents available on the Internet on the Department of Justice World Wide Web site.

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 Burson-Marsteller 1801 K Street, N.W. Suite 1000-L Washington, DC 20006	2. Registration No. 2469
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3. Name of foreign principal Dubai 2003	4. Principal address of foreign principal P.O. Box 40022 Dubai, United Arab Emirates
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5. Indicate whether your foreign principal is one of the following:

- 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 nationality _____

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

- a) Branch or agency represented by the registrant. Dubai Finance Ministry
- b) Name and title of official with whom registrant deals. Ibrahim Belselah
General Coordinator Dubai 2003

7. If the foreign principal is a foreign political party, state:

- a) Principal address. N/A
- 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

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

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

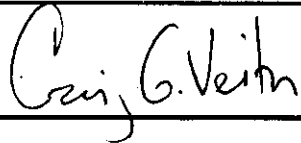
Subsidized in part by a foreign government, foreign political party, or other foreign principal Yes No

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

N/A

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.

N/A

Date of Exhibit A 2/25/02	Name and Title Craig G. Veith Chairman, Media Practice	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. 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.

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, D.C. 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. Finally, the Attorney General intends, at the earliest possible opportunity, to make these public documents available on the Internet on the Department of Justice World Wide Web site.

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 Burson-Marsteller	2. Registration No. 2469
3. Name of Foreign Principal Dubai 2003	

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.

See attached


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

See attached

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.

See attached

Date of Exhibit B 2/25/02	Name and Title Craig G. Veith, Chairman, Media Practice	Signature 
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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 interests, policies, or relations of a government of a foreign country or a foreign political party.

Burson-Marsteller

230 Park Avenue South
New York, NY 10003.1566
212.614.4000
www.bm.com

Legal Contract Terms & Conditions

January 8, 2002

Dubai 2003
Ibrahim Belselah
General Coordinator
P.O. box 40022
Dubai
United Arab Emirates

Dear Mr. Belselah:

We are pleased to submit this letter of agreement (hereinafter "Agreement") outlining the terms and conditions under which Burson-Marsteller (hereinafter "B-M") will provide perception management and public relations counsel to Dubai 2003 (hereinafter "Client").

1. Business Terms & Conditions

- 1.1 B-M through its domestic and international offices, affiliates and subsidiaries will render such professional services as Client and its domestic and international offices, affiliates, subsidiaries and franchises shall from time to time request. Such services shall include, but not be limited to issues counseling, crisis management, corporate positioning, developing consumer marketing solutions, merger and acquisitions communications, healthcare initiatives, government lobbying, and formulating public relations plans. Each time such services are to be rendered, they will be mutually agreed to in advance and set forth in a separate document called an "Engagement Letter", which will detail the scope of the work to be completed, all estimated fees and expenses and billing and payment terms. Each Engagement Letter entered into by B-M and Client in connection herewith shall become a part of and shall be read in conjunction with this Agreement, and shall be governed by all terms and conditions contained herein. In the event of inconsistencies, the terms and conditions of this Agreement shall take precedence.
- 1.2 The Client will be asked to approve all programs of activity and all production budgets with a dollar value greater than \$5,000 or statements prepared on behalf of the Client by B-M.
- 1.3 The Client agrees to designate specific members of its organization as agents responsible for approving materials, programs and projects produced or developed by B-M.

2. Ownership and Copyrights

- 2.1 Except for materials where any intellectual property rights are vested in a third party, such as photographic negatives, unused design visuals, color separations, printing plates, artwork, etc., in which case such rights shall remain the property of such third party, all finished materials prepared for and on behalf of Client, and paid for by Client, shall be, as between B-M and Client, Client's property exclusively and will be given to Client at Client's request or upon termination or expiration of this Agreement. All such materials not so paid for by Client shall be, as between B-M and Client, B-M's property exclusively.
- 2.2 B-M undertakes to use all reasonable care in the handling and storing of the Client's materials but shall not be liable for loss, damage or destruction of such materials caused or for any other

losses (consequential or otherwise) of any nature arising therefrom, except to the extent that such damage, destruction or loss is due to the sole negligence or willful misconduct of B-M or its employees.

- 2.3 In purchasing materials or services on Client's behalf, B-M will act as agent for Client and may state this relationship in contracts.

3. Confidentiality

- 3.1 B-M, on behalf of itself and its employees, hereby covenants and agrees that it:

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

- 3.2 It is further agreed that Confidential Information shall not include the following:

- a) information that is in the public domain at the time of disclosure to B-M or which enters the public domain through no fault of B-M or its employees;
- b) information that is in the possession of B-M or its employees at the time of disclosure to B-M;
- c) information that B-M, or its employees, receive from a third party, and
- d) information that is required to be released in compliance with any court order or other directive having the force of law.

4. Indemnities

- 4.1 Client is responsible for the accuracy, completeness and propriety of the information that it provides to B-M concerning Client's products, services, organization and industry. Client is responsible for reviewing all publicity or other materials prepared by B-M under this Agreement and any Engagement Letter entered into in connection herewith to confirm that all representations, direct or implied, and submitted to Client by B-M for approval, are supportable by objective data then possessed by Client, and to confirm the accuracy and legality of the descriptions and depictions of the products and services of Client and its competitors. The Client will be responsible for ensuring that all required consents in respect of the use of all intellectual property contained in any materials or data supplied by the Client to B-M in relation to B-M's services hereunder or under any Engagement Letter are obtained.

- 4.2 Client will indemnify and hold B-M, and its respective directors, officers, and employees, harmless from and against all losses, damages, liabilities, claims, demands, lawsuits and

expenses, including reasonable attorney's fees and expenses, that B-M, and its respective directors, officers, and employees 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 B-M for Client, or other service performed by B-M for Client and which were approved by Client;
- use of all intellectual property contained in any materials or data supplied by or at the direction of the Client to B-M;
- any alleged or actual defects in Client's products or services (including, without limitation, any claim for bodily injury or death); or
- allegations that Client's activities violate or infringe upon the copyright, trademark, patent or other rights of any third party, or that Client's activities induce, promote or encourage the violation of or infringement upon the rights of any third party.

- 4.3 Client's obligations under this Section 4 include payment by Client to B-M for all time charges and expenses (including reasonable attorney's fees and expenses) incurred by B-M, and its respective directors, officers, and employees in connection with any subpoena, discovery demand or other directive having the force of law or governmental inquiry to which Client does not object, served upon B-M, and its respective directors, officers, and employees that relates to Client, its business or its industry that arises out of any litigation, proceedings or investigations involving Client.
- 4.4 B-M will notify the Client of B-M's receipt of any notice or claim or demand or service of legal process involving any matter which the Client has agreed to hold B-M harmless provided always that failure by B-M to so notify the Client shall not prejudice in any way B-M's right hereunder to be indemnified.
- 4.5 B-M shall be entitled to require the Client to provide evidence reasonably satisfactory to B-M that the implementation of any Engagement Letter and the provision of other services to be rendered by B-M hereunder shall not result or be likely to result in any claim or proceeding by a third party against B-M.
- 4.6 It will be the responsibility of B-M to make certain that the necessary contracts or releases have been obtained with or from those who are directly engaged by B-M on behalf of Client and whose names, likenesses, testimonials, scripts, musical compositions, or similar materials or rights are used in the materials prepared under this Agreement or any Engagement Letter entered into in connection herewith. B-M will indemnify and hold Client harmless from and against any and all losses, damages, liabilities, claims, demands, lawsuits and expenses, including reasonable attorney's fees and expenses, that the Client may incur as a result of (i) B-M's failure to obtain the above-mentioned contracts or releases. It is expressly understood that the foregoing indemnification by B-M shall not apply in situations where the Client directly provides materials for use or arranges or signs such contracts, releases or agreements with third parties nor shall it apply where the claim arises from matters as to which B-M has advised Client of the risks involved and Client has agreed to accept those risks in which case Client shall indemnify B-M; (ii) the negligence or willful misconduct of B-M or its respective directors, officers and employees in the rendering of services under this Agreement or any Engagement letter entered into in connection herewith.
- 4.7 The Client acknowledges that after any materials or information to be communicated hereunder has been issued to the media or any other third party, its use and dissemination is no longer under B-M's control. The Client further acknowledges that B-M shall not be responsible for the accuracy of any information published by the media or any other third party. The Client agrees and acknowledges that in issuing information hereunder B-M is acting solely as the agent of the

Client.

4.8 The terms and conditions of this Section 4 shall survive any termination of this Agreement

5. Force Majeure

5.1

If any party hereunder is prevented or delayed from or in performing any of its obligations under this Agreement, or any Engagement Letter entered into in connection herewith (other than an obligation to make payment for services rendered) by a Force Majeure (including but not limited to acts of government, strikes, lockouts, fire, lightning, aircraft, explosion, flooding, riots, civil commotion, acts of war) then:

- (a) that party's obligations under this Agreement shall be suspended for so long as the Force Majeure continues and to the extent that that party is so prevented or delayed;
- (b) as soon as reasonably possible and in any event within five (5) business days after commencement of the Force Majeure, that party shall notify the other party in writing of the occurrence of the Force Majeure and the effects of the Force Majeure on its ability to perform its obligations under this Agreement or any Engagement Letter entered into in connection herewith. If such Force Majeure shall have affected the costs of the services to be rendered under this Agreement or any Engagement Letter entered into in connection herewith, B-M shall specifically detail in writing, exactly what services were affected and provide Client with an estimate of such;
- (c) That party shall use all reasonable efforts to mitigate the effect of the Force Majeure upon the performance of its obligations under this Agreement or any Engagement Letter entered into in connection herewith.

6. Non-Solicitation of Employees

6.1 B-M agrees not to solicit or hire the Client's employees, who are directly or indirectly involved in matters related to this Agreement or any Engagement Letter entered into in connection herewith, for employment with B-M, and the Client agrees not to solicit or hire B-M's employees, who are directly or indirectly involved in matters related to this Agreement or any Engagement Letter entered into in connection herewith, for employment with the Client, with effect from the time that this Agreement comes into force until one year after the expiry of this Agreement. In the event that either B-M or the Client contravenes this Section 6, without obtaining the other party's prior written consent, such party will be liable to the other party for a one-time payment equal to 50% of the seduced employee's annual compensation.

7. Foreign Corrupt Practices Act

7.1 The parties hereto agree that B-M is subject to the provisions of the Foreign Corrupt Practices Act, 15 U.S.C. §78dd-2 (the "Act"). The parties hereto mutually agree, for themselves and their employees, agents and intermediaries, that they will not pay, and will not permit or suffer any agent, intermediary or employee to pay, directly or indirectly, any money or thing of value, to any official of the government of any nation or political subdivision thereof, or any of their agencies, instrumentalities, corporations or ventures, or to any political party, official thereof, or any candidate, for the purposes of influencing the acts, omissions or decisions, in an official capacity, of such official, party or candidate in violation of his/her or its lawful duty or inducing him/her or it to exercise his/her or its influence to affect or influence any act or decision of such government or instrumentality or to obtain or retain business for B-M.

Moreover, before making payment of any money or thing of value on behalf of, or with funds directly or indirectly received from B-M, the parties hereto will make such inquiry as the circumstances may indicate is prudent into whether the immediate recipient and any ultimate recipient or beneficiary of such payment may have any official status with the government of any nation or political subdivision thereof, or any of their agencies, instrumentalities, corporations or ventures, or with any political party, official thereof, or any candidate for political office.

Should either party become aware of a possible violation of the Act, or of the facts and circumstances from which a prudent person could conclude that further inquiry is necessary to determine whether such a violation has occurred, is occurring or is likely to occur, such party will give representatives designated by B-M immediate notice of such violation, facts or circumstances, and will cooperate fully, and direct all agents, employees and others B-M may retain or direct in connection herewith, to cooperate fully, with any inquiry or investigation B-M may conduct.

- 7.2 The parties hereto agree that in the event either shall hire or contract with any consultants or others to assist with fulfilling the terms of this Agreement or any Engagement Letter entered into in connection herewith, all such consultants or others shall execute and deliver an FCPA Undertaking in the form attached hereto as Exhibit A.

8. Notices

- 8.1 Any notice or communication required to be given hereunder may be delivered personally, or sent by post or transmitted by telex or telefax to the Client at the address contained herein and to B-M at 230 Park Avenue South, New York, NY 10003 Attention: Linda A. Hersh and shall be deemed received within one (1) day if delivered by hand or transmitted by telex or telefax (as the case may be) and within two (2) days if sent by registered post.

9. Term and Termination

- 9.1 The term of this Agreement shall commence as of January 8, 2002 and continues until either party terminates it by giving thirty (30) days prior written notice. Client shall pay all fees, charges and expenses incurred by B-M hereunder or under any Engagement Letter entered into in connection herewith up to the effective date of such termination.
- 9.2 Upon the effective date of the expiration or termination of this Agreement, all property in B-M's possession belonging to Client pursuant to the terms of Section 2 hereof and all contracts for services and materials entered into by B-M for Client shall be turned over and/or assigned to Client. The termination (howsoever arising) of B-M's appointment shall be without prejudice to the Client's obligations to honor all sums due B-M hereunder, including without limitation, the cost of contracts and commitments which B-M has already entered into with the Client's approval with suppliers, media owners or other third parties for the sole purpose of providing the services as set out in the Engagement Letter and the Client shall assume and be responsible for all such commitments and contracts..

10. Governing Law and Arbitration

- 10.1 The terms and conditions set forth herein shall be governed by and construed in accordance with the laws of England and Wales.
- 10.2 Any disputes arising out of or related to this Agreement, or any Engagement Letter entered into in connection herewith, which cannot be resolved by negotiation, shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce ("ICC") by one arbitrator appointed in accordance with such Rules, provided however, that if the amount in dispute

exceeds \$100,000.00 US Dollars, three arbitrators shall be appointed. The parties hereto agree that the place of arbitration shall be London, United Kingdom. The costs charged by the ICC for arbitration shall form an issue between the parties and be borne as provided in the arbitration award.


10.3 Judgement upon any award may be entered in any court having jurisdiction, or application may be made to such court for judicial acceptance of the award or an order of enforcement as the case may be.

11. Survival

Sections 2, 3, 4, 6 and 7 shall survive any termination of this Agreement. If you agree to the terms and conditions set out above, please indicate your confirmation and acceptance by having your authorized representative sign in the space provided below and returning to us one originally signed copy of this letter.

We look forward to working with you.

Yours sincerely
BURSON-MARSTELLER

By:  2/6/02
Jerry Selick
Chief Financial Officer, USA

**Accepted and agreed by:
DUBAI 2003**

By: 
Title: _____

Date: 20 Feb. 2002

EXHIBIT A

FCPA Undertaking

I _____, have been retained by Burson-Marsteller (the "Company"), to assist the Company in its contract with _____, a corporation organized under the laws [_____], whereby the Company would provide marketing communications and public relations services for a campaign aimed at [_____].

In consideration of such retention, I hereby acknowledge that, at the Company's request, I have read and understand the relevant provisions of the Foreign Corrupt Practices Act 15 U.S.C. §78dd-2 (the "Act"). The Act is fully applicable to Young & Rubicam Inc. ("Y&R") and its subsidiaries and affiliates throughout the world. In further consideration of such retention, I have read and understand the Policies of Y&R on the Conduct of Business (the "Policies"). I will scrupulously adhere to the Act and the Policies and will enforce compliance therewith by any individual I may direct or oversee in connection with my retention.

Moreover, I will not pay, and I will not permit or suffer any agent, intermediary or employee to pay, directly or indirectly, any money or thing of value, to any official of the government of any nation or political subdivision thereof, or any of their agencies, instrumentalities, corporations or ventures, or to any political party, official thereof, or any candidate for the purposes of influencing the acts, omissions or decisions, in an official capacity, of such official, party or candidate in violation of his or its lawful duty or inducing him or it to exercise his or its influence to affect or influence any act or decision of such government or instrumentality or to obtain or retain business for the Company.

Moreover, before making payment of any money or thing of value on behalf of, or with funds directly or indirectly received from the Company, I will make such inquiry as the circumstances may indicate is prudent into whether the immediate recipient and any ultimate recipient or beneficiary of such payment may have any official status with the government of any nation or political subdivision thereof, or any of their agencies, instrumentalities, corporations or ventures, or with any political party, official thereof, or any candidate for political office.

Should I become aware of a possible violation of the Act or the Policies, or of the facts and circumstances from which a prudent person could conclude that further inquiry is necessary to determine whether such a violation has occurred, is occurring or is likely to occur, I will give representatives designated by the Company immediate notice of such violation, facts or circumstances, and will cooperate fully, and direct all agents, employees and others I may retain or direct in connection with my consultancy, to cooperate fully, with any inquiry or investigation the Company may conduct.

[_____]

Signature

Date

Burson-Marsteller filing for Dubai 2003

Response to Questions 7, 8, and 9 of Exhibit B

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

Marketing communications and public relations counsel related to and in preparation for the World Bank/IMF meetings to be held in Dubai in 2003.

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

Develop and help to implement a marketing and public relations strategy to:

- Increase global awareness of the UAE and Dubai as a regional hub for financial, technological and investment opportunity and excellence; and
- Ensure a successful communications infrastructure for the World Bank/IMF meeting.

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

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

Provide information about Dubai, its role in the global business community and as its role in hosting the 2003 World Bank/IMF meetings through a public relations program that includes:

- Disseminating information (brochures, etc.) directly to segments of the general public (e.g. business leaders);
- Conducting media outreach;
- Placing advertisements; and
- Arranging for and promoting foreign principal's participation in meetings and events.