

EXHIBIT A
TO REGISTRATION STATEMENT

Under the Foreign Agents Registration Act of 1938, as amended

*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		2. Registration No.
Frederick G. Dutton Suite 505, 1140 Connecticut Avenue, N.W., Washington, D.C.		2591
3. Name of foreign principal	4. Principal address of foreign principal	
Industrial Studies & Development Center of Saudi Arabia	Box 1267 Riyadh, Saudi Arabia	

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

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

- a) Branch or agency represented by the registrant.
**Industrial Studies & Development Center, Ministry of Industry & Electricity of
the Kingdom of Saudi Arabia**
- b) Name and title of official with whom registrant deals.
**Dr. Ghaziz Al-Gosaib, Minister of Industry & Electricity,
Shaikh Abdulaziz Al-Zamel, Deputy Minister and Deputy Director of the Center**

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

- a) Principal address **NA**
- b) Name and title of official with whom the 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.)

NA

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.

NA

Date of Exhibit A <i>Jan 11, 1977</i>	Name and Title Frederick G. Dutton, Registrar	Signature <i>Frederick G. Dutton</i>
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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
Frederick G. Dutton	Industrial Studies of Development Centers of the Kingdom of Saudi Arabia

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 two 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 two 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 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.

(4) Provide legal services and counselling, analysis and research, negotiating and other representation, document drafting and review, preparation of memoranda and other materials, and such other work as the Center may direct from time to time concerning its contracts, business relationships and dealings, economic and industrial projects, or similar matters of relevance to the Center.

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

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

Described specifically in Paragraph 4 above.

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

Jan. 18, 1947

Name and Title

Frederick G. Dutton
Registrant

Signature



^{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.

AGREEMENT FOR PROFESSIONAL SERVICES

The INDUSTRIAL STUDIES AND DEVELOPMENT CENTER of the Kingdom of Saudi Arabia, and FREDERICK G. DUTTON, an attorney and counsellor with primary offices in Washington, D.C., U.S.A., mutually agree and hereby undertake to perform as follows:

1. SERVICES: The Center retains Dutton to provide legal services and counselling, analysis and research, negotiating and other representation, document drafting and review, preparation of memoranda and other materials, and such other work as the Center may direct from time to time concerning its contracts, business relationships and dealings, economic and industrial projects, or similar matters of relevance to the Center.]

Dutton agrees to provide such services promptly and in accordance with the best professional quality, and will give his personal time and effort to those services. Due to the possible workload involved, it is agreed that he may also make use of attorneys in his law offices in Washington, D.C., and they shall be available to render services and perform work wherever needed, including specifically not only in Washington, D.C., but also in the Kingdom of Saudi Arabia, elsewhere abroad, or throughout the U.S.

With the prior approval of Dr. Al-Gosaibi or whomever he may designate, Dutton may also make use from time to time of outstanding specialists, as leading professors of law or other experts with unusual and useful qualifications in the United

(1) Agreement for Professional Services - continued)
(SERVICES - continued)

States or elsewhere, in the performance of the services to be provided under this agreement if that would be in the best interest of the Center.

2. PAYMENT: For work and travel in the U.S. on business for the Center, one hundred dollars (\$100.00) per hour for all work provided under this agreement by him or any member of his law office; plus reimbursement for the actual cost of any air fare or other transportation, plus one hundred dollars (\$100.00) per day for all hotel, meals, and other costs while travelling in the U.S.

For work in the Kingdom or travel to or from there on business for the Center, Dutton shall be paid by the Center a legal fee of five hundred dollars (\$500.00) per day, plus reimbursement for the actual cost of air fare and one hundred fifty dollars (\$150.00) per day for all hotel, meals and any miscellaneous requirements while travelling to or from there.

3. BILLING: Dutton shall submit an itemized billing quarterly for the hourly work done and related charges and expenses properly incurred under this agreement. All payments shall be made by the Center to Dutton, and he shall be responsible for paying all others performing work under this agreement, for their services and reimbursable costs. He shall certify to the Center that all such services and costs have, in fact, been paid in full, and shall submit appropriate vouchers in support

(Agreement for Professional Services - continued)

(BILLING - continued)

of that.

4. DURATION: This agreement is made for the period of one year, beginning from the date that the agreement is signed on behalf of the Center. Continuation after the one year shall be subject to review at that time. The agreement may be terminated at any time by either party upon written notice delivered to the other, giving sixty (60) days' advance notice.

5. NO CONFLICT OF INTEREST of any kind shall exist hereunder by Dutton or any lawyer or other person made use of on work for the Center. In the absence of guidance on that by the Center the professional requirements of the American Bar Association shall prevail.

This AGREEMENT made this first day of August in the year 1976.

THE INDUSTRIAL RESEARCH AND DEVELOPMENT CENTER

By 

FREDERICK G. DUTTON

