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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 Black, Manafort, Stone & Kelly, Inc. 211 North Union Street, Alexandria, VA 22314	2. Registration No. 3600
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3. Name of foreign principal The Government of the Republic of Kenya	4. Principal address of foreign principal Embassy of Kenya 2249 R Street, NW Washington, DC 20008
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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. Embassy of Kenya
- b) Name and title of official with whom registrant deals. Ambassador Dennis Afande

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

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8. If the foreign principal is not a foreign government or a foreign political party, N/A

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.)

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 3-9-92	Name and Title Nicholas A. Panuzio Principal	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 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
Black, Manafort, Stone & Kelly, Inc.	The Government of the Republic of Kenya

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

Registrant will provide counsel, advice and assistance to the foreign principal with respect to public relations and mutual understanding between the Government of the United States and the Government of the Republic of Kenya.

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

Registrant will provide counsel, advice and assistance to the foreign principal with respect to public relations and mutual understanding between the Government of the United States and the Government of the Republic of Kenya.

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.

It is anticipated that the Registrant's activities will from time to time constitute "political activities" on behalf of the foreign principal. Such activities will be reported on the registrant's supplemental statements as required by FARA.

Date of Exhibit B 3-9-92	Name and Title Nicholas A. Panuzio Principal	Signature 
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<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.

## A G R E E M E N T

THIS AGREEMENT dated this 1st day of March, 1992 BETWEEN THE GOVERNMENT OF THE REPUBLIC OF KENYA acting through the Office of the President of Post Office Box 30510, Nairobi (hereinafter called "the Government") of the first part AND BLACK, MANAFORT, STONE AND KELLY Public Affairs Company of 211 North Union Street Suite 300 Alexandria, Virginia 22314 USA. (Hereinafter called "the contractor").

WHEREAS the Government wishes to promote greater understanding of its policies in the US through diverse methods and in particular among:

- a) The Executive Branch of the US Government,
- b) The U.S. Congress,
- c) The IMF,
- d) The World Bank,
- e) Public interest and activist groups such as the Black Caucus, Africa Watch, Environmentalists, National Democratic Institute, Civil Rights Lawyers, African-American Institute, Article 19 (Journalists) and such other activists and public opinion bodies.

Additionally, the Contractor shall WORK out strategies to maximize the interests of the Government of Kenya through regular, consistent and Positive Media Coverage in the U.S.

WHEREAS the Contractor is desirous of offering consultancy services to the Government to help the Government achieve the said promotion.

THEREFORE, the parties have agreed to the following:

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REPUBLIC OF KENYA

## **ARTICLE 1**

### **CONTRACTUAL PERIOD**

This Agreement comes into force on 1st March, 1992 and shall remain in force until 28th February, 1993.

The Agreement may be renewed for such further yearly periods as the parties may agree to in writing PROVIDED however that the party seeking to renew the Agreement shall give notice thereof at least two months prior to the expiry date thereof.

## **ARTICLE 2**

### **UNDERTAKING BY THE CONTRACTOR**

The Contractor will at regular intervals, appraise the Government with the specific activities it has undertaken, highlighting notable achievements.

## **ARTICLE 3**

### **OBJECTIVE**

The objective of this Agreement is to promote a complete and balanced understanding of events in Kenya, and therefore improve the attitudes, perceptions and viewpoints of the Executive Branch of the US Government, the US Congress, the World Bank, IMF and other public interest and activist groups such as Africa Watch,

Environmentalists, National Democratic Institute, Civil Rights Lawyers, African-American Institute, Article 19 (Journalists) and such other activists and public Interest groups and to promote positive, consistent and continuous media coverage of KENYA in the USA.

#### **ARTICLE 4**

##### **MEASURES OF ACHIEVEMENTS**

The Kenya Government is interested in acquiring increased aid from the US Government, the IMF, World Bank and other donors, increased tourism from the US and increased export of Kenyan produce to the US. The Kenya Government is interested in increased understanding of the Country by the ordinary American citizens.

In addition both parties have to be satisfied that Article 3 is being implemented fully. The Government may institute independent assessment of the impact on the target audience.

#### **ARTICLE 5**

##### **PAYMENT**

The Government shall pay the Contractor for the said services in equal quarterly instalments. These instalments shall be due and payable on March 15th, June 1st, September 1st and December 1st, 1992.

The sum of US\$. 165,000 every three months, whose total shall be 660,000 US\$ p.a.

## **ARTICLE 6**

### **COSTS AND EXPENSES**

All costs and expenses pertaining to this AGREEMENT shall be borne by the Contractor and the same shall be deemed to have been included in the total annual fee and the Contractor shall not be entitled to claim any monies on any account whatsoever other than those herein specified. The only additional reimbursable charges would be certain extraordinary expenses on special activities requested for by the Government including international travel, and should be approved by the GOVERNMENT in advance.

## **ARTICLE 7**

### **OBLIGATIONS OF THE CONTRACTOR**

While performing its obligations herein, the Contractor shall from time to time as requested by the Government submit to the Government by way of written briefs and suggestions on how to achieve the objectives of this Agreement and shall employ such resources, both human and material, as will be adequate for the successful carrying out of these obligations.



## **ARTICLE 8**

### **OBLIGATIONS OF THE GOVERNMENT**

The Government shall provide the Contractor with all relevant information and guidelines necessary to enable the Contractor to undertake the lobbying activities as spelt in this Agreement punctually and to a standard commensurate with the importance the Government attaches to the objectives of this Agreement. However, the Contractor has the final obligation of researching, collecting and analysing all relevant information.

## **ARTICLE 9**

### **TERMINATION**

- 9.1 Notwithstanding the foregoing provisions, this Agreement may be terminated at any time upon the occurrence of the events hereinafter set out in article 9.2 and upon the giving by one party of not less than thirty (30) days written notice of the intention to exercise this right of termination.
- 9.2 The right to terminate this Agreement shall accrue to either of the parties to this Agreement where the other party defaults in the performance of its obligations arising out of this Agreement. In the event that either party believes a default has occurred, that party shall notify the other party in writing,

after which the notified party shall have one month to correct the default, after which the provisions of article 9.1 could be invoked.

## **ARTICLE 10**

### **ASSIGNMENT**

The Contractor shall not assign any of the obligations or rights arising out of this Agreement, except the hypothecation of monies due and owing to the said Contractor, without the express written consent of the Government.

## **ARTICLE 11**

### **NOTICE**

Any notice, instructions or request pursuant to this Agreement shall be in writing and shall be deemed to have been duly given or made when delivered to the Office of the President, Nairobi, or to BLACK MANAFORT STONE AND KELLY Public Affairs Company of 211 North Union Street Suite 300 Alexandria, Virginia 22314 or to such other address as either party shall have designated in writing.

## **ARTICLE 12**

### **CONSULTATION**

All disputes that may arise related to the interpretation or performance of this Agreement shall be settled by the two parties by consultation and mutual consent.

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorised representatives have caused this Agreement to be signed

this 24<sup>th</sup> day of February, 1992.

FOR THE GOVERNMENT OF KENYA

BY Philip M. Mbatia

Permanent Secretary.  
Secretary to the Cabinet  
OFFICE OF THE PRESIDENT

THE PERMANENT SECRETARY,  
SECRETARY TO THE CABINET  
AND HEAD OF PUBLIC SERVICE,  
OFFICE OF THE PRESIDENT.

FOR BLACK, MANAFORT STONE AND KELLY  
PUBLIC AFFAIRS COMPANY

BY John Donaldson

JOHN DONALDSON  
VICE-PRESIDENT

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