

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 Daniel J. Edelman, Inc. <i>JB</i>	2. Registration No. 3634 <i>JB</i>
------------------------------------------------------------	---------------------------------------

3. Name of Foreign Principal Embassy of Colombia <i>JB</i>
---------------------------------------------------------------

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 letter of agreement. *JB*

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

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.

Date of Exhibit B	Name and Title	Signature
-------------------	----------------	-----------

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.

1420 K Street, N.W.  
10th Floor  
Washington, D.C. 20005  
Phone 202. 371-0200  
FAX 202. 371-0490  
FAX 202. 371-2858  
www.edelman.com

Public Relations Worldwide  
**EDELMAN**

January 27, 1998

His Excellency Juan Carlos Esguerra  
Ambassador  
Embassy of Colombia  
2118 Leroy Place, NW  
Washington, DC 20008

Dear Mr. Ambassador:

This letter, when signed by you, will constitute our agreement to serve as public relations counsel for the Government of Colombia for the period beginning January 26, 1998 through July 26, 1998.

As public relations counsel, we will provide public relations support to advance certification of Colombia or a waiver of Colombia's current de-certification status. We also will undertake efforts to improve overall relations between Colombia and the United States.

You agree to pay our firm, as compensation for our professional services, a retainer fee of \$30,000 for work through February 28, and \$15,000 per month thereafter, not including expenses and incidentals. Expenses related to travel undertaken by Edelman employees on behalf of Colombia will be paid separately at cost.

Payment of the monthly fee is due and to be paid on the first of each month. All invoices for disbursements are due and to be paid within thirty (30) days after the completion of this contract.

In lieu of individual billing of routine expenses incurred on your behalf such as photocopying, telephone, telecopier and postage charges, you agree to accept a monthly administrative charge equal to 7% of the professional services fee. All outside vendor costs will be billed at cost, with no expense item above \$3,000 to be billed without your verbal agreement.

025243

CRM/ISS/REGISTRATION UNIT

98 APR -3 PM 2:50



**His Excellency Juan Carlos Esguerra**  
**Page 2**

**You agree to indemnify and save us harmless from and against all liability, including all actions, claims, damages, costs and attorneys' fees, which we may incur (or to which we may be a party), arising out of actions taken or statements made by us at your direction or based upon information provided by you and any and all losses, claims, damages, expenses, or liabilities related to the use of your products or services unless in any case resulting from gross negligence or a clear disregard for the activities standards on our part.**

**We agree to indemnify and save you harmless from and against all liability, including all actions, claims, damages, costs and attorneys' fees, which you may incur (or to which you may be a party) resulting from gross negligence on our part.**

**We agree to keep confidential all information and materials so designated by you and to limit access to such information and materials to those with a need to know.**

**It is agreed that any dispute arising out of this agreement or by actions of either party hereto in mutual consent of the parties shall be settled by arbitration according to the rules of American Arbitration Association.**

**This contract may be terminated by either party with 30 days notification.**

**During the period of this agreement and for one (1) year after its termination neither you nor we will, without the consent of the other, engage as an employee (either directly or indirectly) any person who is employed or has been employed within the last six months by the other.**

**Please sign both copies of this letter, retaining the original for your files and returning the copy to us.**

**Sincerely,**

**For: \_\_\_\_\_**  
**DANIEL J. EDELMAN, INC. DATE**

**AGREED TO AND ACCEPTED:**

**For: \_\_\_\_\_**  
**EMBASSY OF COLOMBIA DATE**