

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 HALPERN ASSOCS INC Suite 406 231 N. 3rd St PHILA PA 19106	2. Registration No. 3790
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3. Name of foreign principal INSTITUTE OF INTERNATIONAL RELATIONS	4. Principal address of foreign principal NATIONAL CHENGCHI UNIVERSITY 64 Wan-shou Rd, Mucha Taipei, Taiwan
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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:

<input type="checkbox"/> Partnership	<input type="checkbox"/> Committee
<input type="checkbox"/> Corporation	<input type="checkbox"/> Voluntary group
<input type="checkbox"/> Association	<input type="checkbox"/> Other (specify) <u>University-based research org.</u>

Individual - State his nationality _____

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.

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

a) Principal address

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

Education & research

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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

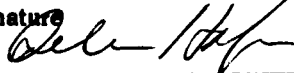
Subsidized in part by a foreign government, foreign political party, or other foreign principal Yes No

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

The Institute has government clients like RAND & MITRE in the US

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.

university

Date of Exhibit A 2-28-86	Name and Title I. Peter Halpern, PRES	Signature 
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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
HALPERN ASSOCS INC	INSTITUTE OF INTERNATIONAL RELATIONS

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

The purpose of the Agreement is to stimulate educational interest and activities (seminars, conferences, lectures, articles, fact-finding visits) by impartial organizations and individuals/scholars/experts in respect to Taiwan. There is to be no lobbying or political propaganda by the registrant.


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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.

See #4 above and specifics of Agreement with principal

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
2-28-86	J Peter Halpern, PRES.	

^{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.

A G R E E M E N T

between

THE INSTITUTE OF INTERNATIONAL RELATIONS

Republic of China

and

Halpern Associates Inc.

INTERNATIONAL RELATIONS
REPUBLIC OF CHINA
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CRIMINAL DIVISION

A G R E E M E N T

WHEREAS, the Institute of International Relations (IIR) desires to engage Halpern Associates, Inc. (HAI) to perform consulting and educational services supportive of the long range wellbeing of the Republic of China, the undersigned do hereby agree to the following program of work, terms and conditions:

A. INTENT OF THE PROGRAM

To make a best effort to achieve the goals and objectives of the HAI Technical Proposal to the IIR, dated 8 November 1985, as modified by subsequent discussions with IIR representatives. (See Exhibit A)

B. PROGRAM OF WORK

Task One - Liaison Activities to Promote Closer U.S.-ROC Ties.

Initiate and maintain liaison with U.S. research institutes, universities, public policy organizations, diplomatic and press circles, radio and television media and key U.S. government offices and committees.

Minimum performance goal: 48 major contacts.

Task Two - Scholarly & Mass Media Activities

A. Publication of Articles

Arrange for the writing and publication of scholarly articles in key publications of wide interest to the U.S.

foreign policy and business communities. Such articles will convey important information about the ROC.

Minimum performance goal: 12 articles.

B. Lectures, Seminars, Television, Radio

Organize informative and positive presentations and discussions for important audiences in the U.S. foreign policy and business communities as well as for large television and radio audiences.

Minimum performance goal: 12 events.

C. Scholarly Conferences

Organize and support financially two conferences under the auspices of prestigious institutions, with focus on forward-looking ROC themes.

Minimum performance goal: 2 conferences.

Task Three - Publication of ROC Articles

Help to get published in important U.S. journals articles written by ROC spokesmen/scholars.

Minimum performance goal: 2 articles

Task Four - Fact-Finding Trips to Taiwan

Organize fact-finding trips to Taiwan by key U.S. journalists, editors, TV personalities, broadcasters and other such opinion leaders.

Minimum performance goal: 10 opinion leaders.

C. TERMS AND CONDITIONS

1. Period of Contract. The program of work and associated budget cover one year, effective the date of signing of the present Agreement.

2. Termination Provision. The IIR reserves the right to terminate the contract for reasons of unsatisfactory performance thirty (30) days after written notice.

3. Reporting. It will be the responsibility of HAI to submit the following to IIR as specified below:

a. Detailed work plans (people, institutions) for prior review wherever time permits; otherwise the Project Director will exercise his own judgment and will in any case report full details to the IIR as soon as possible.

b. Periodic Activities Reports will be filed as frequently as seems appropriate but at least twice a month.

c. Quarterly summaries of accomplishments and detailed work plans for the next quarter will be submitted.

d. Documentary evidence of project expenditures for consultants and conferences, as well as quarterly reports on the direct overhead and project business expenses, will be submitted for audit purposes.

4. Payment. The following provisions apply:

a. Payments to the contractor are made in advance on a quarterly prorated basis, but those for the

project expenditures will be made only after the IIR approves the contractor's justifications, on a case by case basis.

b. The IIR reserves the right to withhold final payment until completion of the contracted program of work.

c. Monies earmarked for planned work may be cut from the project if such work has not been accomplished.

5. Evaluation Criteria. HAI will receive credit only for projects which the Associates have initiated or to which they have contributed major inputs.

6. Conflict of Interest. HAI agrees to have no form of contact with individuals or organizations from the PRC during the period of the project.

D. PROGRAM COST/BUDGET

The price of the Program of Work to be performed within the time period specified above is \$335,000. A breakdown of the program cost is provided in the attached PHASE III IMPLEMENTATION ANNUAL BUDGET. (See Exhibit B)

E. CONTRACTUAL AGREEMENT

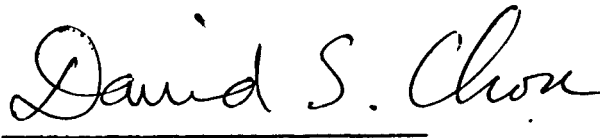
HAI hereby agrees to make a best effort to meet and exceed the minimum performance goals stated herein.

The IIR accepts and agrees to the above program of work and terms and conditions for conducting and completing it.

SIGNED this 19th day of November, 1985,
in Taipei, Taiwan, Republic of China.

A handwritten signature in cursive script, appearing to read "Peter Halpern", with a horizontal line underneath.

Peter Halpern
FOR Halpern Associates, Inc.

A handwritten signature in cursive script, appearing to read "David S. Chou", with a horizontal line underneath.

For the International Relations Institute, ROC

PHASE III IMPLEMENTATION

ANNUAL BUDGET

		<u>Subtotal</u>
SALARIES (10.7% Benefits & Taxes)		109,600.
Project Director	83,025.	
Secretary/res. asst.	26,575.	
DIRECT OVERHEAD		24,400.
Office (rental, cleaning, utilities)	20,400.	
Supplies (materials, print., reproduction, etc.)	4,000.	
PROJECT BUSINESS EXPENSE		24,000.
Entertainment	5,000.	
Domestic Travel	6,000.	
Telephone, mail	13,000.	
PROJECT FEES/GRANTS		177,000.
Consultatns	132,000.	
Conferences	45,000.	
TOTAL		<u>335,000.</u>