

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, dissemination report, copy of political propaganda 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 is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of such documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. Finally, the Attorney General transmits an annual report to the Congress on the Administration of the Act which lists the names of all agents and the nature, sources and content of the political propaganda disseminated or distributed by them. This report is available to the public.

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 Crowell & Moring International, Ltd.	2. Registration No. 3988
3. Name of foreign principal Government of the Republic of the Philippines	4. Principal address of foreign principal Board Investment Building 385 Sen. Gil Puyat Avenue 1200 Makati, Metro Manila

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. Department of Trade and Industry
- b) Name and title of official with whom registrant deals.
Secretary Rizalino S. Navarro
Minister of Trade and Industry

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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

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

NA

b) Is this foreign principal

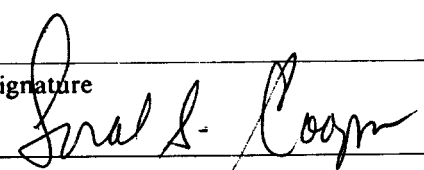
- Owned by a foreign government, foreign political party, or other foreign principal Yes No
- Directed by a foreign government, foreign political party, or other foreign principal..... Yes No
- Controlled by a foreign government, foreign political party, or other foreign principal Yes No
- Financed by 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	Name and Title	Signature
03/11/96	Doral S. Cooper, President	

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 triplicate for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

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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, D.C. 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, D.C. 20503.

Name of Registrant	Name of Foreign Principal
Crowell & Moring International, Ltd.	Government of the Republic of the Philippines

Check Appropriate Boxes:

1. The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach three copies of the contract to this exhibit.
2. 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 three copies of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
3. 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 the expenses, if any, to be received.

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

See attachment

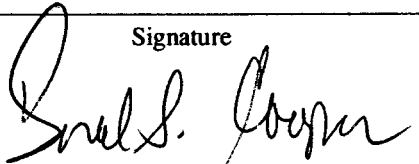
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5. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Advise and consult with Government of the Philippines, Department of Trade & Industry on matters relating to the 1996 meetings of the Asia Pacific Economic Cooperation (APEC) forum.

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
03/11/96	Doral S. Cooper, President	

¹Political 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.

CONSULTING AGREEMENT

CONSULTING AGREEMENT ("Agreement") dated as of January 1, 1996 between Crowell and Moring International L.P. ("Consultant"), doing business as "C&M International Ltd.", a Delaware limited partnership having offices at 1001 Pennsylvania Avenue, NW, #1275, Washington, DC 20004-2505, and the Department of Trade and Industry, Government of the Republic of the Philippines ("Client"), having offices at the Board of Investment Building, 385 Sen. Gil Puyat Avenue, 1200 Makati, Metro Manila, the Republic of the Philippines.

1. Retention Client hereby engages Consultant to provide consulting and advisory services as set forth in this Agreement.

2. Services Consultant shall advise and consult with Client on matters relating to the 1996 meetings of the Asia Pacific Economic Cooperation (APEC) forum. Services will include devising strategies, providing assessments, and other coordination and support activities associated with APEC 1996 in accordance with the goals of Client. Consultant shall provide Client with written reports on a

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periodic basis, acceptable to Client, describing Consultant's work under this Agreement and any other relevant services that shall be requested by Client.

3. Fees and Expenses

a. Client shall pay Consultant a fee of ten thousand US dollars (US\$ 10,000) per month for services provided under the terms of this agreement. Fees shall be payable as follows: thirty thousand US dollars (US\$30,000) each on the first day of March, June, September and December 1996.

b. Client shall in addition reimburse Consultant for expenses incurred on behalf of Client (including, but not limited to, travel, telephone, fax, postage, word processing, copying and administrative overtime) upon receipt of Consultant's invoices for such expenses; the total of such expenses shall not exceed thirty thousand US dollars (US\$30,000) during the term of this agreement unless agreed by both parties.

4. Term: The term of this Agreement shall be twelve (12) months beginning on January 1, 1996. Either party may terminate this Agreement upon sixty (60) days prior written notice to the other, provided the Client shall pay the fees and expenses of Consultant through the date of termination.

5. Relationship

a. The parties have entered this Agreement as independent contractors, and no principal-agent or other relationship is created hereby. Each party is authorized to disclose this Agreement as such party may deem necessary or

appropriate to comply with applicable laws, rules or governmental orders.

b. Consultant hereby agrees for itself, and on behalf of its officers, directors, employees, and agents, that it will use its best efforts to maintain the confidentiality of all non-public information regarding Client in connection with the performance of services to be provided by the firm hereunder provided, however, that Consultant may disclose information as required by law or by judicial, administrative or Congressional process so long as Consultant shall provide Client reasonable advance notice of disclosure pursuant to this process.

6. Legal Advice Consultant is not engaged in the practice of law, and will not provide legal advice or services to Client. By becoming a client of C&M International you are not, and will not be treated as, a client of its affiliated law firm, Crowell & Moring. Thus, the attorney-client privilege, conflict of interest and other professional ethics provisions applicable only to lawyers and their clients do not apply to your relationship with C&M International. Should matters arise requiring legal counsel you may select whatever counsel you desire. If Crowell & Moring is retained as legal counsel for you, a separate letter of retention is required.

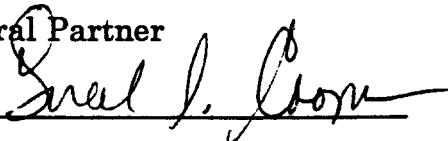
7. Governing Law The terms and provisions of this Agreement shall be interpreted in accordance with, and governed by, the laws of the Republic of the Philippines.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement with legal and binding effect as of the date first above written.

CROWELL & MORING INTERNATIONAL L.P.

CROWELL & MORING INTERNATIONAL INC

its General Partner

By: 

Doral S. Cooper, President

THE DEPARTMENT OF TRADE AND INDUSTRY,
THE GOVERNMENT OF THE REPUBLIC OF
THE PHILIPPINES

By: _____

Rizalino S. Navarro, Secretary of Trade and
Industry