

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 INTERNATIONAL DEVELOPMENT SYSTEMS, INC.		2. Registration No. 4012
3. Name of foreign principal BANGLADESH GARMENT MANUFACTURERS AND EXPORTERS ASSOCIATION	4. Principal address of foreign principal	

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
 - Corporation
 - Association
 - Committee
 - Voluntary group
 - Other (specify) _____
- 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
Organized to protect interest of Bangladesh garment exporters.

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CRIMINAL DIVISION
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REGISTRATION

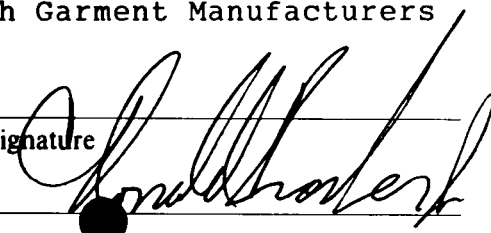
b) Is this foreign principal

- 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.)

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.

Controlled by the members of the Bangladesh Garment Manufacturers and Exporters Association.

Date of Exhibit A June 30, 1987	Name and Title C. Donald Brasher, Jr. Vice President	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
International Development Systems, Inc.	Bangladesh Garment Manufacturers and Exporters Association

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.

International Development Systems, Inc. prepared briefs for foreign principal on textile negotiations and advised on technical aspects of U.S. textile trade.

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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.

Preparation of briefs and advice in relation to U.S. request
for textile consultations.

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.

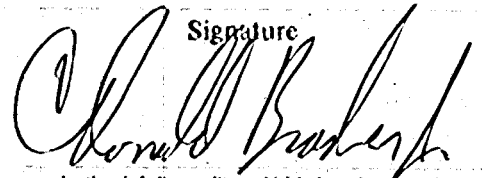
Date of Exhibit B

June 30, 1987

Name and Title

C. Donald Brasher, Jr.
Vice President

Signature



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.

INTERNATIONAL DEVELOPMENT SYSTEMS INC.

2033 M STREET, N.W., SUITE 800
WASHINGTON, D.C. 20036

TELEX:
4937290 IDS

202-659-5199

TELECOPIER
202-872-0896

July 8, 1986

PROPOSAL TO THE BANGLADESH GARMENT MANUFACTURERS AND EXPORTERS ASSOCIATION (BGMEA)

The purpose of this proposal is to set forth the elements and conditions for an agreement between BGMEA and the International Development Systems Inc. (hereinafter "IDS"), in regard to trade in textiles and apparel from Bangladesh to the United States.

Under this agreement, IDS will provide reporting and consulting services to BGMEA on significant matters involving the textile and apparel trade of Bangladesh. This would include:

- I. Monitoring and reporting on U.S. agreements and trade data.
- II. Providing regular assessments and recommendations to deal with potential problems in the following areas:
 - A) Risk of calls on new category exports;
 - B) Agreement implementation and avoidance of embargo situations;
 - C) Impact of broader fiber coverage under of an extended MFA;
 - D) Trade data discrepancies; and
 - E) Visa systems.
- III. Working with the Government of Bangladesh and BGMEA to develop administrative systems for the efficient and optimum utilization of quota.

In connection with the services provided under this agreement, IDS will consult with the embassy staff and other appropriate Government of Bangladesh and BGMEA officials for explanation, analysis, and clarification of activities within the U.S. textile restraint program that impact upon trade from Bangladesh. This would include IDS assistance and advice during negotiations with the U.S. under the current bilateral or negotiations for a new bilateral. IDS will also provide to the Government of Bangladesh basic, preliminary data and recommendations on U.S. requests for consultations (calls) during the term of this agreement.

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be taken

IDS is prepared, at the request of BGMEA to work with the Government of Bangladesh in developing appropriate strategies and responses to these calls. IDS will be prepared to provide tactical advice and the statistical and economic analysis required by the Government of Bangladesh to achieve the best possible results from these consultations. These analyses would include in depth assessments of the U.S. market statements submitted in justification of U.S. actions to determine whether or not these statements are consistent within the terms and conditions set out in the MFA.

This agreement will not include major or extensive research projects or reports. Also, it will not cover countervailing duty or anti-dumping cases; nor, court proceedings involving trade disputes or Section 201 actions under the U.S. Trade Act. These items would be addressed under separate agreement.

The term of this agreement shall be for the twelve (12) month period beginning on the date of acceptance and signing of this agreement.

Professional fees for providing the basic services under this agreement will be \$15,000 U.S. Payable upon execution of this agreement. Additional professional fees will be charged for specific work done in connection with Bangladesh/U.S. consultations on called categories. These fees will be on an hourly basis, not to exceed \$5,000 U.S. per call. The hourly fees for IDS are as follows:

Clinton Stack	\$175
Donald Brasher	125
Senior Associate	100
Economists	75
Statisticians	40

For travel outside the United States, professional fees would be charged on a per diem basis, equivalent to seven (7) hours per day at the above rates.

IDS will be reimbursed for all out-of-pocket expenses including local transportation, telephone, telex, travel and living expenses outside of the Washington, D.C. area, copying and delivery of documents, secretarial overtime, business meals, and other expenses excluding normal overhead expenditures.

Handwritten signature

PROPOSAL TO THE BGMEA
July 8, 1986
Page 3

Expenses shall be itemized, billed, and payable monthly. No major expenses, such as overseas travel, will be incurred unless specifically agreed to by BGMEA.

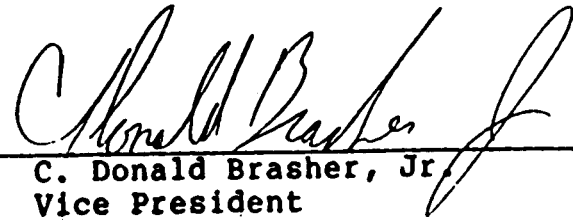
* * *

If the above terms are acceptable to BGMEA, please sign and date two copies, returning one copy to IDS and retaining one copy for your records.

Respectfully Submitted,

INTERNATIONAL DEVELOPMENT SYSTEMS INC.

By:


C. Donald Brasher, Jr.
Vice President

APPROVED AND ACCEPTED
FOR THE BGMEA *with effect from 1 Sept '86*

W. Helman

By: PRESIDENT

Date: 1 Sep 86