

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. 733 15th Street, N.W., Ste. 520, Washington, D.C. 20005	2. Registration No. 4012
3. Name of foreign principal THAILAND	4. Principal address of foreign principal Department of Foreign Trade Ministry of Commerce Royal Thailand Government

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.
Department of Foreign Trade, Ministry of Commerce, Royal Thailand Government.
- b) Name and title of official with whom registrant deals.
Dumrong Indharamesup, Commercial Counselor

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

Government of Thailand


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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.)*

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.

Date of Exhibit A	Name and Title	Signature
April 5, 1989	Clinton J. Stack President/Secretary	

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.	THAILAND

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.

International Development Systems, Inc. engages in preparing briefs for the bilateral textile negotiations between the United States and Thailand. An IDS Principle is on hand during the negotiations to explain to the Thailand delegation the finer points of such briefs and for explanation of matters arising during the negotiations.

International Development Systems, Inc. provides data and advise on implementation of the bilateral agreement on a continual basis to the Thailand Government.

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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.

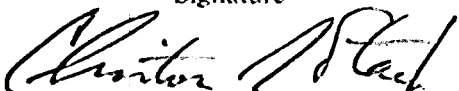
Preparation of briefs and advice in relation to U.S. requests for textile consultations.

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
April 5, 1989

Name and Title
Clinton J. Stack
President/Secretary

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.

OFFICE OF COMMERCIAL COUNSELOR
ROYAL THAI EMBASSY



1990 M STREET, N.W.
SUITE 380
WASHINGTON, D.C. 20036
(202)467-6790-1-2-3
TELEX: 248275 THAI UR

RETAINER AGREEMENT

1. The Government of Thailand (hereinafter called the Client), represented by the Office of Commercial Counselor, Royal Thai Embassy, Washington, D.C., hereby retains International Development Systems, Inc., a company duly incorporated under the laws of the State of Delaware, with offices located at 733 15th Street, N.W., Suite 520, Washington, D.C. (hereinafter called IDS), to provide the Client with the statistical materials, written analyses, technical advice, and consulting services to be used in conjunction with the task of amending the current Textile and Apparel Bilateral Agreement between Thailand and the United States (hereinafter called the Bilateral Agreement) to bring it into conformity with the Harmonized Commodity Description and Coding System.

2. Currently, the United States is in the process of converting their Tariff Schedule of the United States (TSUSA) reporting system to the Harmonized Commodity Description and Coding System, commonly referred to as the Harmonized System (HS). This conversion, scheduled for implementation on January 1, 1988, will alter the U.S. classification and reporting of textile and apparel imports. This will have a significant impact not only on U.S. trade data, but also on the administration of bilateral agreements and quota levels.

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3. In preparation for the conversion to the HS, the U.S. Committee for the Implementation of Textile Agreements (CITA), has developed a new category system which is structured to incorporate the trade revisions required by the HS. The acceptance and application of this new category system will result in adjustments to the Bilateral Agreement.

4. IDS, within the terms of this Retainer Agreement, will provide the following services to assist the Client in the evaluation and negotiation of these adjustments:

A. IDS will prepare and submit to the Client a detailed, written analysis of the proposed category system. This will include a complete evaluation of product definitions and classification changes incorporated in the new category system. This analysis will review and explain the justification of the new category descriptions within the HS definitions, highlighting those areas where the new category descriptions do not conform to, or are not required by, the HS.

B. IDS will prepare a comprehensive statistical evaluation indicating the specific impact on Thailand's trade under the new category system. This evaluation will compare, as appropriate, U.S. imports from 1985 to the present under the current category system and under the new category system. The result will identify how the structural changes in the new system will affect Thailand's

trade. It will also identify those areas where proposed U.S. adjustments cannot be quantified on a historical basis and where the U.S. proposal stabilizes recent shifts in trade patterns. IDS will supply the Client with weekly and monthly reports to assist the Client in tracking trade as counted by the U.S. data system under the current category and TSUSA system.

C. In order to prepare the necessary statistical material and analyze the impact on Thailand's trade, IDS will program and correlate all TSUSA numbers from 1985 to present into the new category structure. This correlation and the U.S. import data by TSUSA will be available for the Client's review during the negotiations. This will allow officials to quickly evaluate any modifications offered by the United States or proposed by the Client.

D. Under Paragraph 4, Sections A, B, and C of this Retainer Agreement, IDS agrees to complete and submit to the Client the preliminary materials, reviews, analyses, and evaluations one month after the effective date of this Agreement. Any adjustments or clarifications are to be completed and submitted to the Client in final form by two weeks after the Client has had time to review and comment on the material and briefs. This would include the "comprehensive statistical evaluation" showing the U.S. import trade migration.

E. IDS agrees to scrutinize the U.S. data for accuracy and to identify discrepancies between this data and the U.S. proposed changes to the Bilateral Agreement. In this regard, IDS also agrees to review the U.S. Department of Commerce correlation of the Harmonized Code with the current TSUSA. This review will ensure that the U.S. proposal to Thailand correctly reflects the Harmonized code breakouts and is consistent with the elements contained in the correlation. Using the statistical and written analyses, IDS will assist in formulating a negotiating strategy for the Client. IDS will prepare a brief containing its overall judgment of the proposed category system with specific, written recommendations on areas where there is and adverse impact on the Client's trade. IDS principals and staff will be available prior to and during the negotiations to provide assistance in assessing proposals and recommending responses. In this regard, IDS will send a senior analyst or principal to Thailand for full briefings of the Client prior to the negotiations or for direct assistance during the negotiations.

F. Following an agreement between Thailand and the United States to bring the Bilateral Agreement into conformity with the new category system, IDS will continue to provide the Client with assistance on the implementation and assessment of the agreed modifications. IDS will provide consultations and advice to the Client in addressing clas-

sification problems arising in the implementation of the conversion of the Bilateral Agreement to the Harmonized code. This would include any subsequent modifications to the Code or the Bilateral Agreement. IDS would be available through the full term of this Retainer Agreement to provide assistance and advice on inquiries or other matters concerning the transition from the current Bilateral Agreement to the new Bilateral Agreement.

G. In addition to the services provided above, IDS is prepared to provide analysis reports on any problems arising from the implementation of the Harmonized System that would have an adverse impact on the Bilateral Agreement.

5. The term of this Retainer Agreement will be for a period beginning on the date of execution by both parties and extending until December 31, 1988.

6. The Client agrees to pay IDS the sum of U.S. \$27,000 for the services described above. This cost is inclusive of all professional fees and expenses incurred by IDS, including travel and living expenses outside the United States of America.

This amount is to be paid in three equal installments, the first of which shall be due and payable three months after execution of this Agreement. The second payment is to follow in three months, and the third will be due three months after the second payment.

The Agreement is effective as of October 15, 1987.

7. Any substantial breach of this Agreement committed by either party shall entitle the other party to suspend the application of this Agreement forthwith.

8. Any doubtful points which may be raised concerning this Agreement shall be settled between the parties hereto by mutual consultation. Any modifications or amendments of this Agreement can only be made in writing after such consultations have been made.

9. Either party reserves the right to terminate this Agreement by providing thirty days notice to the other party thereof by registered mail or personal delivery of notice, although payment shall be made or services rendered up until the end of the thirty days. If notice is so given, this Agreement shall terminate upon the expiration of the thirty days and the liability of the parties hereunder for the further performance of the terms of this Agreement shall cease, but they shall not be relieved of the duty to perform their obligations up to the date of termination.

10. Except with the written consent of the Client, IDS shall not disclose any document or information issued or furnished to it by or on behalf of the Client in connection with services provided pursuant to this Retainer Agreement, other than to a person employed or engaged by IDS for the purpose of the services to be performed by IDS under this Agreement or to an official of the United States Government, its agencies, or a member of Congress involved in matters concerning the Thailand-U.S. Textile and Apparel Bilateral Agreement.

11. All notices under this Agreement shall be given in writing to the following addresses:

For the Client:

Office of the Commercial Counselor
Royal Thai Embassy
1990 M Street, N.W.
Suite 380
Washington, D.C. 20036

For IDS:

733 15th Street, N.W.
Suite 520
Washington, D.C. 20005

12. In Witness Thereof, the parties hereto have executed this Agreement in duplicate in Washington, D.C., by their duly authorized representatives as of the 23 day of November, 1987,

~~and each party retaining a copy thereof.~~