

THOMPSON & COMPANY

RECEIVED JAN 9 1992

AGREEMENT

1. This Agreement is made on the 8th day of January, 1992 between the Embassy of the Republic of Turkey in Washington D.C. (hereinafter referred to as "the Embassy") and the firms of McAuliffe, Kelly, Raffaelli and Siemens and Thompson and Company (hereinafter referred to as "the Firms").

2. The parties have agreed as follows:

- a. The Firms shall assist the Embassy in promoting greater appreciation and recognition of Turkey's role as a friend, key ally and economic partner of the United States.
- b. As the maintenance and continued growth of understanding and cooperation between Turkey and the United States is largely dependent upon the projection of a fair and accurate image of Turkey in this country, the Firms will help the Embassy to ensure that Turkey presents such a correct image in the United States with her economic strides, increasing business opportunities, vast touristic resources and dynamic modern social structure. In this context particular emphasis shall be given to the promotion of bilateral trade between Turkey and the United States in agricultural, textile and other products and in the form of joint-ventures. To this end, the Firms shall assist the Embassy in setting up meetings with key business circles and initiating an information campaign among these circles to promote a better understanding of existing business opportunities in Turkey and to encourage U.S. companies to invest in Turkey and launch joint ventures with their Turkish counterparts in Turkey and in third countries.
- c. The firms shall endeavour to counter any efforts detrimental to the Turkish-U.S. relationship.
- d. In pursuit of the above objectives, the Firms shall conduct meetings with the Members and staff of the United States Senate, House of Representatives and Administration officials.
- e. The Firms shall advise and assist the Embassy in dealing with pending legislation and other matters requiring immediate attention.
- f. The Firms shall prepare substantive analyses, reports and statements for use by the Embassy in the production of materials for the media.

g. The Firms shall support the Embassy's public relations program through contacts with commentators and other media personalities, business and community leaders, legislators, and policy-makers. The Firms shall provide journalists and opinion-makers with timely and accurate briefings, fact-sheets, and analyses regarding matters affecting the U.S.-Turkish relationship.

3. As compensation for these services, the Firms shall receive a fee totalling \$500,000.00 for the period of twelve months, unless the Firm receives a poor performance evaluation as stipulated in Article 5 of this contract. One-fourth of this fee shall be paid January 8, 1992 and the remaining installments of the annual fee will be paid at the beginning of each quarter.

4. The Firms shall carry out all its activities in the framework of this Agreement under the direction and supervision of the Embassy. The Embassy will also coordinate the activities of the Firms with those of any other lobbying/PR companies the Embassy has retained or may retain for similar purposes.

5. This Agreement shall take effect on January 8, 1992 and shall continue through January 7, 1993. Nevertheless, at the end of the first half of the contract year, the Embassy will review the performance of the Firms and shall have the right to terminate the contract if its evaluation so suggests without having to pay an indemnity fee.

In the event that the Embassy does not send a notice of termination and the parties do not agree upon a new contract before January 7, 1993, this contract will be extended on a monthly basis for up to 3 additional months.

The Embassy will pay those fees accrued up to the termination date.

6. The Firms shall safeguard as confidential any political, military, economic or other information provided to them in confidence by the Embassy and shall return any such information upon request of the Embassy and not retain copy thereof in any form.

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7. The Firms will remain cognizant of the interests and concerns of the Republic of Turkey when considering corporate expansion, acceptance of new elements, fulfilling responsibilities to clients other than the Government of Turkey, and the acquisition of new executives. They will therefore seek at all times to prevent any possible conflict of interest.

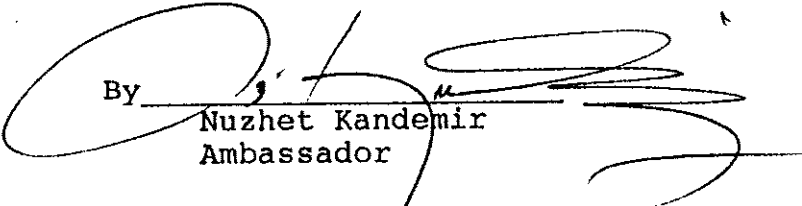
8. The laws of the Republic of Turkey shall govern in any interpretation or litigation concerning this agreement.

IN WITNESS THEREOF

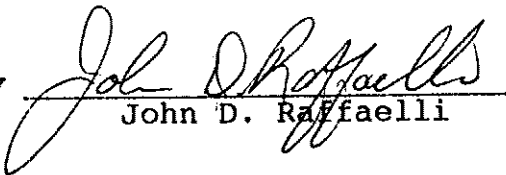
EMBASSY OF THE REPUBLIC
OF TURKEY

MCAULIFFE, KELLY,
RAFFAELLI AND SIEMENS

By


Nuzhet Kandemir
Ambassador

By


John D. Raffaelli

DATE

31 December 1991

THOMPSON AND COMPANY

By


Robert J. Thompson

INTERNAL SECURITY
SECTION
REGISTRATION UNIT

JAN 17 24:06

