

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 Smith McCabe, Ltd. 230 Park Avenue, Suite 2415 New York, NY 10169	2. Registration No. 4687
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3. Name of foreign principal Autonomous Government of Catalonia, Department of Industry and Energy (CIDEM), Office of Foreign Investment	4. Principal address of foreign principal CIDEM 445 Park Ave, 11th flr, NY, NY
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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:
 - 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 Industry and Energy (CIDEM)
- b) Name and title of official with whom registrant deals. Mr. Xavier Vilalta
Director, CIDEM

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

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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

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
January 31, 1995	Ian R. McCabe, Principal	

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
Smith McCabe, Ltd. 230 Park Avenue, Suite 2415 NY, NY 10169	Autonomous Government of Catalonia

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 indicated agreement or understanding.


Please see the attached agreement for a description of the nature and method of performance.

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

Please see the attached agreement for a description of the activities Smith McCabe, Ltd. will be engaged in on behalf of the Autonomous Governemnt of Catalonia.

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
January 31, 1995	Ian McCabe Principal	

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.

July 25, 1994

Mr. Xavier Vilalta
Director
CIDEM
Center for Information and
Business Development
445 Park Avenue, 11th Floor
New York, N.Y. 10022

Dear Xavier:

This letter will outline the terms and conditions under which Smith McCabe, Ltd. will provide public relations counsel and support to the Autonomous Government of Catalonia, Department of Industry and Energy, CIDEM, Office of Foreign Investment (hereafter referred to as CIDEM).

Under this agreement, Smith McCabe will carry out the following activities:

- work with CIDEM staff to develop a direct mail program for the chemical and manufacturing industry sectors;
- work with CIDEM staff and a designer to be contracted by CIDEM to create a design approach for two brochures, one on investment opportunities in the chemical industry and one on investment opportunities in the general manufacturing sector;
- based on research materials provided by CIDEM, we will write all text for the two direct mail brochures described above;
- coordinate the design and production of the two brochures based on design approaches approved by CIDEM;
- carry out data bank research and prepare on a regular basis brief overviews of relevant international investment trends by U.S. companies in the chemical and general manufacturing sectors;
- provide support for development of a core list of potential investors in the chemical and general manufacturing sectors;
- draft two versions of cover letters to be used in the distribution of the two brochures via direct mail; and

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- meet with CIDEM staff no less than monthly to review progress on the project and to discuss challenges and targets-of-opportunity that could affect the success of CIDEM's U.S. investment promotion activities.

These activities are further detailed in the attached letter dated June 27 from me to you which is hereby made a part of this agreement.

As compensation, CIDEM agrees to pay Smith McCabe professional fees of \$4,000 per month for six months. These fees will cover the time spent by Smith McCabe staff in carrying out the agreed program of activities. Invoices for these fees will be submitted to CIDEM on the first day of each month and will be payable no later than the last day of each month.

In addition, CIDEM agrees to reimburse Smith McCabe for out-of-pocket expenses incurred by Smith McCabe or its staff in carrying out the agreed program. Expenses include charges for routine administrative items such as telephone, postage, travel, and photocopying. They also include non-routine costs for such things as data bank charges. Invoices for expenses are submitted at the end of each month and are payable within 30 days.

It is understood that Smith McCabe cannot undertake to verify the facts supplied to us by CIDEM or factual matters included in materials prepared by Smith McCabe and approved by CIDEM. CIDEM will be responsible for reviewing all publicity or other materials prepared by Smith McCabe to confirm that all representations, direct or implied, are supportable by objective data then possessed by CIDEM and to confirm the accuracy and legality of the descriptions and depictions of CIDEM, and its associated agencies. CIDEM will indemnify and hold harmless Smith McCabe from and against any and all losses, claims, damages, expenses, liabilities, lawsuits and expenses (including reasonable attorney's fees) which Smith McCabe may incur based upon information, representations, reports, data, or releases furnished or approved by CIDEM or its representatives for use or release by us, whether or not Smith McCabe prepared or participated in the preparation of such materials, or in connection with any publicity or other materials prepared or placed by Smith McCabe for CIDEM. CIDEM agrees also to reimburse Smith McCabe for any expenses incurred by Smith McCabe in connection with any litigation, governmental inquiry or other action, commenced or threatened against CIDEM.

This agreement will taken effect on August 1 and will cover a six-month period. It can be extended by mutual agreement by a written amendment, and can be cancelled by either party for any reason by providing the other party with 30 day's written notification.

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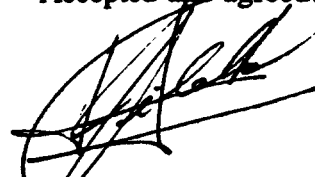
We trust the terms and conditions as outlined in this agreement are acceptable. We look forward to supporting CIDEM's very important efforts to attract investment from U.S.-based companies.

Submitted by:



Ian McCabe
Smith McCabe, Ltd.

Accepted and agreed:



Xavier Vilalta
Director
CIDEM, New York