

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 International Strategies, Inc. 260 Franklin Street, Boston, Massachusetts 02110	2. Registration No. 4886
3. Name of foreign principal Israel Export Institute	4. Principal address of foreign principal 29 Hamered Street POB 50084 Tel Aviv 68125 Israel

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) quasi-governmental group under the Ministry of Trade for the State of Israel

Individual—State his nationality _____

6. If the foreign principal is a foreign government, state:

- a) Branch or agency represented by the registrant. quasi-governmental group under the Ministry of Trade for the State of Israel
- b) Name and title of official with whom registrant deals. Rachella Weinstock, Director of Marketing

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

RECEIVED
DEPT. OF JUSTICE
CRIMINAL DIVISION
JAN 25 PM 4:11
INTERNAL SECURITY
SECTION
REGISTRATION UNIT

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

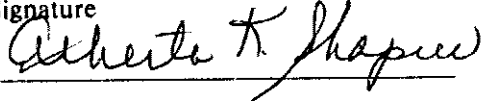
b) Is this foreign principal

- 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.)

Israel Export Institute is a quasi-governmental group under the Ministry of Trade for the State of Israel

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
Jan. 6, 1994	Alberta K. Shapiro, CEO	

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.

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 .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
International Strategies, Inc.	Israel Export Institute

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.

RECEIVED
CRIMINAL DIVISION
MAY 12 1993
U.S. DEPARTMENT OF JUSTICE

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

International Strategies, Inc. provides marketing services for the Israel Export Institute in the United States. The purpose of these activities is to promote bi-lateral trade and investments between Israel and the United States.

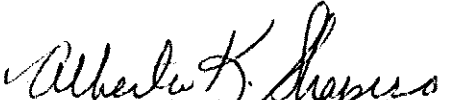
5. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Provides marketing services to promote bi-lateral trade and investment between the United States and Israel.

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
Jan. 6, 1994	Alberta K. Shapiro, CEO	

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.

P.2/9
Signed contract

AGREEMENT

Made and entered into on the ___ day of July 1992

Between

THE ISRAEL EXPORT INSTITUTE
A society
of 29 Hamered Street, Tel Aviv
(hereinafter - "the Institute");
of the one part

And

INTERNATIONAL STRATEGIES INC.
260 Franklin Street Boston MA02110
(hereinafter - "the Contractor");
of the other part

WHEREAS The Institute, which acts for the promotion of Israeli exports, is desirous of furthering the exports contacts of Israeli industry with American parties and;

WHEREAS The Contractor has made an approach to the Institute offering to organize a multi-participant meeting in Baltimore, U.S.A., in November 1992, between companies and organizations from Israel with industrial companies from the United States; and

WHEREAS The Contractor warrants that it has considerable knowhow and experience in the organizing of meetings aimed at commercial collaboration; and

WHEREAS The Institute is desirous of engaging the services of the Contractor for the organization of the aforesaid meeting, all subject to the terms and conditions set forth in this Agreement;

RECEIVED
DEPT. OF JUSTICE
CRIMINAL DIVISION
SEP 25 PM 4:25
INTERNAL SECURITY
SECTION
REGISTRATION UNIT

ACCORDINGLY IT IS AGREED BY THE PARTIES AS FOLLOWS:

1. The preamble to this Agreement constitutes an integral part hereof:
2.
 - a. The Contractor warrants that on the basis of its experience, it assesses that there are dozens of Israeli industrial companies, the large majority of whom will express agreement in principle to take part in the proposed meeting, and that there are scores of American manufacturers with the potential for contracting with such Israeli companies.
 - b. The Contractor warrants that it has the possibility of understanding the workings of the Israeli companies, their needs and objectives through meetings and through the written material it will receive in regard to such companies.
 - c. The Contractor warrants that it has the knowhow and the skill, and that it is fully conversant with the American market, and has the ability to find suitable American companies and the possibilities of collaboration with Israeli companies which take part in the meeting.
 - d. The Contractor declares that it believes, on the basis of its experience, that the holding of a meeting between Israeli companies and American companies is likely to produce commercial contractual arrangements between them.

- e. The Contractor warrants that it is aware that the Institute's agreement to hold the meeting and to allow the Contractor to organize it is based on the foregoing warranties and conclusions given by the Contractor.
3. a. The Contractor assumes the obligation of organizing a multi-participant meeting in Baltimore on behalf of the Institute between Israeli companies and organizations, on the one hand, and U.S. industrial companies, on the other.
- b. Without prejudice to the generality of the foregoing, the Contractor will be responsible for the following fields of activity:
- (1) Personal meetings with representatives of the Israeli companies who have registered to take part in the meeting, or have expressed interest in participating therein, but have not yet decided, and persuading them of the importance of their participation in the prospective meeting.
 - (2) Preparing the Israeli participants for the meeting.

The Contractor will receive brochures or information sheets, or professional material from the Israeli companies, and on the strength of this material will prepare the appropriate marketing material for distribution amongst the American target public.

- (3) The preparation of a catalog for the meeting.
- (4) Approaches by telephone and in writing to the target public amongst the American companies, in order to interest them in participating in the meeting.
- (5) Active marketing of the meeting, including personal conversations with and visits to American companies likely to take part in the meeting, and the preparation of marketing material intended to entice the appropriate companies, including orders, profile sheets, catalogs of the participants, which will be based on professional material.
- (6) Setting up meetings between Israeli companies and American companies and fixing appointments. (about 8-10 quality meetings will be arranged for each Israeli participant with American companies, and the Contractor will furnish the Israeli participant with a short profile of the American companies which will participate in the meetings with it).
- (7) The presence of senior directors of the Contractor during all the days of the meeting for purposes of providing logistics support and guidance to the companies and arranging initiated meetings during the event, to whatever extent may be required.

4. All the marketing material to be drawn up and/or designed and/or produced by the Contractor or any person acting on its behalf, will be sent to the Institute for approval before being disseminated to any party, including the participating companies or companies likely to participate in the meeting. The IEI agrees to notify the Contractor of approval or changes to all marketing materials within 3 working days of receiving materials from the Contractor.
5. The Institute undertakes to hire suitable premises for holding the meeting for a period of 2 days during the month of November 1992, in Baltimore, and will organize and arrange comfortable meeting corners for the holding of separate meetings between representatives of Israeli companies and representatives of American companies.
6.
 - a. The planned meeting is an event being staged by the Institute, and the Contractor will deal with the marketing for business-to-business meetings thereof, on behalf of the Institute.
 - b. The liaison lady on behalf of the Institute in all matters connected with the subject of this Agreement will be Mrs. Rachela Weinstock. The Institute will be entitled to replace the liaison lady at any time, by way of notice to the Contractor.
7. The Contractor declares that implementation of the tasks imposed on it in terms of this Agreement will be carried out by at least 3 of its most senior employees, apart from reliance on local parties for the regular ongoing execution of administrative and logistics work.

8. The Contractor undertakes that not later than October 1, 1992 it will submit to the Institute and to each of the participating Israeli companies, a preliminary list of the meetings intended for each of the companies, and will submit a final list on or before October 26, 1992, accompanied by profiles of the American companies. The Contractor undertakes that up to the time of the event, it will alter the program of meetings to whatever extent is required by the participating companies and/or the Institute, and will adapt same to the needs and demands of the Israeli companies.
9. a. The Contractor declares that it is aware that the Institute's budget is limited to an overall sum of 105,460 dollars, and hereby warrants that it will be possible to hold the meeting in accordance with what is planned within the scope of the budget which was sent by the Institute on July 13, 1992 and which constitutes an appendix to this Agreement and an integral part hereof.

In the event that more than 40 Israeli companies, but less than 50 companies should take part in the meeting, the Contractor will be entitled to an increment of 1,000 dollars in respect of each Israeli company above 40 companies and up to 45 companies, and a sum of 2,000 dollars in respect of companies between 46 and 50 companies.

- b. Contractual arrangements with local parties, including undertakings for payment within the scope of the budget, will be attended to and performed by the Contractor.

The Contractor warrants that it is aware that the good name and reputation of the Institute is likely to be adversely affected by the non-fulfillment of its obligations to third parties, and hereby undertakes to comply with such obligations strictly and meticulously.

- c. The Contractor will submit a detailed report to the Institute every two weeks in regard to its activities.
- d. The Contractor's remuneration and its expenses will be paid to it on the dates specified in the budget framework transmitted to the Contractor on July 13, 1992, subject to the due fulfillment of the Contractor's obligations in terms of this Agreement.

The amounts payable to the Contractor will be transferred to him 14 days from the date of production of the invoices to the Institute.

10. The Contractor will be barred from undertaking any obligation in the name of the Institute and/or from making any declarations on the Institute's behalf, unless same have been given prior written approval.
11. The Contractor warrants that it is aware that the meeting is a meeting of a public of potential exporters and that in the nature of things there are commercial conflicts of interest between the various companies themselves. The Contractor undertakes to provide equal services within the scope of its commitments pursuant to this Agreement, to the Israeli and American companies and not to give one company any preference over another.

12. Within 7 days from the end of the meeting, the Contractor undertakes to send the Institute a detailed list of the Israeli companies and the American companies which took part in the meeting, a list of the specific meetings which were held by each of the Israeli companies, as well as details of conclusions and recommendations for the future.
13. The Contractor warrants that by its contracting under this Agreement it is acting as an independent contractor and neither it and/or any one of its employees, will be deemed in any respect to be employees of the Institute.
14. The Contractor undertakes to maintain total secrecy in regard to all the information which comes into its hands in the course and/or in consequence of the implementation of this Agreement. The Contractor undertakes to cause its employees and/or any other party with whom it contracts for purposes of implementation of this Agreement to sign an undertaking, as aforesaid, in regard to the maintaining of secrecy.
15. The addresses of the parties are as appear at the head of this Agreement.

A letter sent by one party to the other by way of registered post to the abovementioned addresses will be deemed to have reached its destination within 5 days from the date of its posting.

IN WITNESS WHEREOF THE PARTIES HAVE HEREUNTO SIGNED:

ISRAEL EXPORT INSTITUTE

Albert K. Shapiro
CONTRACTOR
August 5, 1992