

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 Zel E. Lipsen, Esquire		2. Registration No. 5092
3. Name of foreign principal AEA Technology	4. Principal address of foreign principal Oxfordshire, England	

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:

<input type="checkbox"/> Partnership	<input type="checkbox"/> Committee
<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Voluntary group
<input type="checkbox"/> Association	<input type="checkbox"/> 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 registrant deals.

c) Principal aim

96
JAN 19 P 1:54
REGISTRATION UNIT
SECTION
INTERNATIONAL SECURITY
RECEIVED
CRIMINAL DIVISION
U.S. DEPT. OF JUSTICE

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

The foreign principal is engaged in the exchange of scientific information.

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

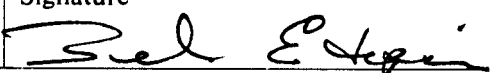
Subsidized in whole by a foreign government, foreign political party, or other foreign principal..... Yes No

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.)

The foreign principal is an organization owned by the government in the process of privatization.

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 19, 1996	Zel E. Lipsen, Esquire	

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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Name of Registrant	Name of Foreign Principal
Zel E. Lipsen, Esquire	AEA Technology

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.

INTERNAL SECURITY
SECTION
REGISTRATION UNIT
JAN 19 11:54 '96

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

Direct communications with federal agencies and legislators in order to discuss government policy and legislation.

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


Monitor all US government contracts AEA is interested in bidding; assist in preparation of any bids, also look for joint ventures with US companies.

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.

See answer to question 4.

Date of Exhibit B	Name and Title	Signature
January 19, 1996	Zel E. Lipsen, Esquire	

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.



AEA Technology

152 Harwell, Didcot
Oxfordshire OX11 0RA
United Kingdom
Telephone 0235 821111

AGREEMENT NO FH 00459

~~COMMERCIAL DIVISION - COMMERCIAL IN CONFIDENCE~~

ARTICLES OF AGREEMENT
(hereinafter referred to as 'AEA Technology')

This AGREEMENT is made between the UNITED KINGDOM ATOMIC ENERGY AUTHORITY (hereinafter referred to as 'AEA Technology') having their principal office at AEA Technology, Harwell Site, Didcot, Oxfordshire OX11 0RA, of the one part and Lipsen and Hamberger (hereinafter referred to as 'the Consultant') of 225 Williard Office Building, 1455 Pennsylvania Avenue, NW, Washington DC 200001, USA.

NOW IT IS AGREED:

AEA do hereby engage the Consultant for the period of this Agreement to assist in the development of AEA's US Business Strategy, and to promote the acquisition of AEA's services and products by the US Government.

1 SCOPE OF WORK

1.1 Federal Government Liaison

- Support to AEA on interacting with Federal Government
- establishing key meetings with congressional staff
- preparation of presentational briefs
- alerting AEA to key political developments
- maintenance of AEA profile with key political figures
- development of 'language' for submission to Senate and House staff appropriation committee members

Support will be provided on an ongoing basis

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CRIMINAL DIVISION
JAN 19 96
1:54
INTERNAL SECURITY
REGISTRATION

- Provide AEA with advice and support in developing a business base under the MoU between UK, DTI and US DOE. This includes project and programme definition as well as assistance with federal procurement processes.
- Support to AEA with corporate business structure issues.

Support will be provided on an ongoing basis for the project based activities.

1.3 Business Development Support

- Provide AEA with introduction to key corporate and government sector business contracts and assist in the development of joint venture business.

It is recognised that the Consultant may participate in joint venture business activities with AEA, and other related activities with AEA, and other related activities which may form part of the Consultants objectives in the future. Such participation may be achieved by an instrument in writing signed by the SO and a duly authorised representative of Consultants on a project by project basis.

The Consultant will be responsible for all of the Consultant's costs relating to the developing their interests in joint venture or other activities outside the scope of this Agreement.

All Agreements created under this Clause 1.3 shall survive the termination of this Agreement.

2 DURATION

The Agreement shall be deemed to have commenced on 1 April 1994 and shall be completed by 31 March 1995. Should the Agreement be extended beyond this date, AEA Technology and the Consultant shall renegotiate the terms and conditions of the Agreement. Until such negotiations are complete, the Agreement shall continue on a month by month basis.

3 TERMINATION

3.1 The Agreement shall be subject to termination by either party giving one month's notice of such termination in writing, such notice to be expressed to expire on the last day of the month.

3.2 In the event of premature termination the Consultant shall provide AEA Technology with such reports as may be required within three months of the date of termination. AEA Technology will make payment to the Consultant of all costs properly incurred in carrying out the Work up to the date of termination.

4 The Superintending Officer ('SO') for this work is Mr P Mitchell (see further information page).

5 **REPORTS**

The Consultant will provide monthly activity reports on work executed under Clauses 1.1 and 1.2. These shall be submitted to the SO not later than the 14th day of the month following the activity. The Consultant will provide other activity reports as reasonably required by AEA Technology.

6 AEA Technology will have the discretion not to accept any recommendation made by the Consultant.

7 **COPYRIGHT**

The Consultant shall assign to AEA Technology all copyright in all documents which may be prepared for AEA Technology under this Agreement. AEA shall have the right to make such use of the documents as they wish for any purpose without further payment to the Consultant.

8 **CONFIDENTIALITY**

The Consultant undertakes to keep confidential and not to divulge without AEA's written permission to any third party, nor to make any use of whatsoever information provided to the Consultant by AEA Technology in any form, or information prepared by the Consultant under this Agreement.

9 **PAYMENT**

In consideration of the services provided by the Consultant under this Agreement, AEA will pay the Consultant as follows:

Services detailed in Clause 1.1 monthly fee of \$10000.00 (ten thousand US Dollars)

Services detailed in Clause 1.2 monthly fee of \$5000.00 (five thousand US Dollars)

Services detailed in Clause 1.3 a success fee of fixed value to be agreed upon between the parties prior to the commencement of the new venture

Except by prior agreement the expenses incurred by the Consultant through AEA Technology use of their premises in the Williard Office Building will not exceed \$300.00 US Dollars per month. Other expenses to be incurred for AEA will be approved in advance before being incurred.

It is agreed that, if at any point in the billing month, the Consultant anticipates that more than 40 hours will be spent on Clause 1.1 activities or more than 20 hours will be spent on Clause 1.2 activities, then the Consultant will contact the SO for authority to incur additional charges which will be billed at the same rate.

10 INVOICING

Invoices quoting the Agreement number should be submitted at the end of each month in accordance with Clause 9 to the address contained in the further information sheet. Invoices will be paid in 28 days from receipt.

11 LAW

This Agreement shall be subject to and interpreted in accordance with English Law.

12 In witness whereof, AEA Technology and the Consultant have cause this Agreement to be executed by their duly authorised representatives.

Signed on behalf of AEA

Signed on behalf of Lipsen & Hamberger

Name Boyd Prentice Name

Title Assistant Purchasing Manager Title

Date 23/6/94 Date

FURTHER INFORMATION

Superintending Officer

Contact Mr P D Mitchell
Business Development Director USA
329 Harwell
Didcot
Oxfordshire
OX11 0RA
Telephone 44 235 436737
Facsimile 44 235 436725

Contractual Matters

Contact Mrs B J Prentice
Commercial Division Purchasing
152 Harwell
Didcot
Oxfordshire
OX11 0RA
Telephone 44 235 436679
Facsimile 44 235 436699

Invoicing Address

Contact Mrs V Burton
International Business Development Office
329 Harwell
Didcot
Oxfordshire
OX11 0RA
Telephone 44 235 433058
Facsimile 44 235 436725



AEA Technology

Purchasing
152 Harwell, Didcot
Oxfordshire OX11 0RA
United Kingdom
Telephone 01235 821111

Our Ref: FH 00459

06 April 1995

Lipsen and Hamberger
225 Willard Office Building
1455 Pennsylvania Avenue, NW
Washington DC 20001
USA

For the attention of Mr P Fitzpatrick

Dear Sirs

**AMENDMENT NO 1 TO
AGREEMENT NO FH 00459
FOR ASSISTANCE WITH US BUSINESS DEVELOPMENT FOR AEA
TECHNOLOGY**

Following a request by Mr P Mitchell, AEA Technology propose to extend the above Agreement in time only from 31 March 1995 to 30 September 1995. The Agreement documents are amended as follows:

NOTES TO STANDARD CONDITIONS

Condition 2: Scope and Duration of Work

Delete: '31 March 1995'

Insert: '30 September 1995'

AEA Technology may assign this Agreement to any company, person, firm or body to whom all, or any part of the assets, business undertaking or activities of AEA Technology are transferred.

All other terms and conditions remain unchanged.

To avoid delays in future payments please acknowledge receipt and acceptance of this amendment by returning the attached proforma.

Yours faithfully

Beryl Prentice (Mrs)
on behalf of AEA Technology

Direct Line 01235 436679
Direct Facsimile 01235 436699

JM

**For the attention of Mrs B J Prentice
AEA Technology
152 Harwell
Didcot
Oxon
OX11 0RA**

**Telephone (01235) 436679
Facsimile (01235) 436699**

**AGREEMENT NO FH 00459
FOR ASSISTANCE WITH US BUSINESS DEVELOPMENT FOR AEA
TECHNOLOGY**

I hereby confirm receipt and acceptance of Amendment No 1 dated 6 April 1995
to the above Agreement.

Signed  date 1995

For and on behalf of Lipsen and Hamberger



AEA Technology

Purchasing
148 Harwell, Didcot
Oxfordshire OX11 0RA
United Kingdom
Telephone 01235 821111

Mr Zel E Lipsen
The Willard Office Building
Suite 225
1455 Pennsylvania Avenue
NW
Washington D C
20004-1008
USA

6 October 1995

Dear Mr Lipsen

I understand that the partnership of Lipsen and Hamberger has now been dissolved w.e.f 1 September 1995. Mr Phil Michell has requested that we arrange for contractual arrangements to be made for you to continue the previous work for the period 1 September 1995-30 September 1996 in your own name.

Because of a local administrative difficulty, I wish to continue using the current Agreement reference number FH 00459, but will require you to sign and return the attached letter, agreeing to take over the work for AEA Technology previously contracted to Lipsen and Hamberger. If you are willing to do this, I will then send you an amendment to the contract for 1 October 1995 to 30 September 1996 (September 1995 being covered by the amendment No sent to you in April 1995).

Yours sincerely

Bayl Prentice

B J Prentice (Mrs)
on behalf of AEA Technology

Direct Telephone: +44 01235 436679
Facsimile: +44 01235 436699

06 October 1995

TO BE SIGNED BY LIPSEN & HAMBERGER AND RETURNED TO:

Mrs B Prentice
AEA Technology
Purchasing
148 Harwell
Didcot
Oxfordshire
OX11 0RA

Contract No	Description
FH 00459	US Business Development

We hereby authorise and request you to transfer the above-mentioned Contract(s) and to make all outstanding payments due under such Contract to Zel E Lipsen in consideration of which we undertake to make no claims upon the United Kingdom Atomic Energy Authority in respect of such payments.

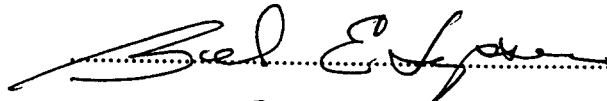
We also agree that, on and after the transfer of the Contract as aforesaid, we shall

- 1 cease to have any rights whatsoever (including any rights in respect of inventions, patents and design rights) accrued or to be accrued under the Contract; and
- 2 continue to be bound by all conditions of the Contract relating to
the use of documents and information
security

Transferee Company: Lipsen and Hamberger

Address: The Willard Office Building
Suite 225
1455 Pennsylvania Avenue NW
Washington DC 20004-1008
USA

Signed:


.....

Date:

10-13-95
.....

Official Position:
(eg Director, Secretary)

Senior Partner
.....

06 October 1995

TO BE SIGNED BY ZEL E LIPSEN AND RETURNED TO

Mrs B Prentice
AEA Technology
Purchasing
148 Harwell
Didcot
Oxfordshire
OX11 0RA

Contract No	Description
FH 00459	US Business Development

In consideration of your consenting to the transfer to ourselves of the above-mentioned Contract originally placed by the United Kingdom Atomic Energy Authority with Lipsen & Hamberger we hereby agree to be bound by and to fulfil and execute such contract so far as the same now remain(s) to be fulfilled and executed by Lipsen & Hamberger and to observe and perform all the conditions thereof and to accept and fulfil all liabilities of that company thereunder as if we had originally entered into such Contract with the United Kingdom Atomic Energy Authority.

We agree that payments already made to Lipsen & Hamberger by the United Kingdom Atomic Energy Authority under such Contract shall be regarded as payments made to ourselves.

Transferor Company: Zel E Lipsen

Address: The Willard Office Building
Suite 225
1455 Pennsylvania Avenue NW
Washington DC 20004-1008
USA

Signed:

Zel E Lipsen

Official Position:

Sole Proprietor

Date:

10-13-95



AEA Technology

Purchasing
148 Harwell, Didcot
Oxfordshire OX11 0RA
United Kingdom
Telephone 01235 821111

Our Ref: FH 00459

06 October 1995

Mr Zel E Lipsen
Willard Office Building
Suite 225
1455 Pennsylvania Avenue NW
Washington DC 0004-1008
USA

Dear Mr Lipsen

AMENDMENT NO 2 TO AGREEMENT NO FH 00459 FOR US BUSINESS DEVELOPMENT STRATEGY

Following our recent correspondence AEA Technology propose to extend the above Agreement in time from 1 October 1995 to 30 September 1996. The Agreement documents are amended as follows:

Condition 2: Duration of Work

Delete: '1 October 1995'
Insert: '30 September 1996'

AEA Technology may assign this Agreement to any company, person, firm or body to whom all, or any part of the assets, business undertaking or activities of AEA Technology are transferred.

All other terms and conditions remain unchanged.

To avoid delays in future payments please acknowledge receipt and acceptance of this amendment by returning the attached proforma.

Please note: with effect from 2 October all invoices should be addressed to: Mrs V Marriott, AEA Technology, Accounts Payable, 392.10 Harwell, Oxfordshire OX11 0RA.

Yours sincerely

Beryl Prentice

Beryl Prentice (Mrs)
on behalf of AEA Technology

Direct Line 01235 436679

Direct Facsimile 01235 436699

JM