

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials 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 of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the Administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public. Finally, the Attorney General intends, at the earliest possible opportunity, to make these public documents available on the Internet on the Department of Justice World Wide Web site.

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, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 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 <b>Powell Tate, Inc.</b> <b>700 13th Street, NW, Suite 1000</b> <b>Washington, D.C. 20005</b>	2. Registration No.  <b>5148</b>
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3. Name of foreign principal <b>Tunisian Agency for External Communications</b>	4. Principal address of foreign principal <b>3 Rue Jean Jaures</b> <b>1001 Tunis, Tunisia</b>
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5. Indicate whether your foreign principal is one of the following:

Foreign government

Foreign political party

Foreign or domestic organization: If either, check one of the following:

- Partnership
- Corporation
- Association

Individual-State nationality \_\_\_\_\_

Committee

Voluntary group

Other (specify) \_\_\_\_\_

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

a) Branch or agency represented by the registrant. **Tunisian Agency for External Communications**

b) Name and title of official with whom registrant deals. **Oussama Romdhani, Director General**

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



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

Supervised by a foreign government, foreign political party, or other foreign principal Yes  No

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 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 must 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
1/9/28	Dale W. Leibner COO	Dale W. Leibner

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. One original and two legible photocopies of this form shall be filed 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, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant <b>Powell Tate, Inc.</b>	2. Registration No. <b>5148</b>
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3. Name of Foreign Principal  
**Tunisian Agency for External Communications**

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The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.

There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy 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 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 expenses, if any, to be received.

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

**Powell Tate will provide media relations strategy and support for Tunisian Agency for External Communications.**

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

**Powell Tate will assist in media relations with the foreign principal.**

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? 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.

**Powell Tate will assist the Tunisian Agency for External Communications in developing media strategy and public relations.**

Date of Exhibit B 4/2/98	Name and Title Dale W. Carbre COO	Signature Dale W. Carbre
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Footnote: Political activities as defined in Section 1(o) of the Act includes any activity which the person engaging in believes will, or that the person intends to, in any 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 interests, policies, or relations of a government of a foreign country or a foreign political party.

POWELL TATE  
*a Cassidy Company*

January 7, 1998

The Honorable Oussama Romdhani  
Director General  
Tunisian Agency for External Communications  
3 Rue Jean Jaures  
1001 Tunis, Tunisia

Dear Mr. Romdhani:

This letter of agreement is a confirmation of your decision to retain Powell Tate to perform communications and public relations services on behalf of the Tunisian Agency for External Communications ("Client").

This agreement, which shall begin on January 7, 1998, shall continue under these terms until January 6, 1999. Either party may cancel this agreement with ninety days (90) days' notice.

Powell Tate will charge the Client a flat monthly retainer of Thirty Thousand and no/100 Dollars (\$30,000.00). The Client will prepay Powell Tate on a quarterly basis within the first thirty (30) days of each quarter for professional fees. For internal planning and documentation, Powell Tate will track time on an hourly basis applying its standard hourly rate. Out-of-pocket expenses, such as Foreign Agents Registration Act (FARA) costs, postage, long distance telephone, faxing, and travel, are not included in this retainer and will be billed separately.

Powell Tate will be reimbursed in accordance with the following stipulations:

- Payment is due within thirty (30) days of receipt of invoices. Invoices not paid within thirty (30) days are subject to prevailing monthly interest charges and any costs associated with collection of payment.
- Production items provided and services subcontracted with vendors are billed at net costs plus a standard agency fee of seventeen and 65/100 percent (17.65%). Such fees will be supported by supplier invoices. Powell Tate will not incur such costs without the specific prior approval of the Client.
- A standard agency overhead charge covering non-retrievable expenses not to exceed three percent (3%) of fee billing, or a maximum of Four Hundred Fifty and no/100 Dollars (\$450.00), will be added to the monthly invoice.

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The Honorable Oussama Romdhani

January 7, 1998

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- Powell Tate shall use its best efforts to obtain vendor invoices on a timely basis for work performed on behalf of the Client. However, the Client shall be responsible for reimbursement to Powell Tate for work performed regardless of date of vendor invoices on final billing to the Client.
- A media services, publications, and print and daily electronic monitoring fee will be billed at the rate of One Thousand and no/100 Dollars (\$1,000.00) per month.
- Powell Tate will maintain accurate records for all staff time work and all out-of-pocket expenses incurred on behalf of the Client and will be prepared to supply any supporting details required by the Client's auditors. Records will be maintained during the period of the project and an additional sixty (60) days. For contracts longer than one year, records will be kept for the calendar year when the work was performed and an additional sixty (60) days.

It is understood that Powell Tate cannot undertake to verify all facts supplied to it by the Client or related entities or all factual matters included in materials prepared by us and approved by the Client or related entities. The Client agrees to indemnify and hold harmless Powell Tate from and against any and all losses, claims, damages, legal fees, expenses, or liabilities that Powell Tate may incur (including its participation as a third-party witness in litigation against the Client or related entities) based upon information, representations, reports, data, or releases furnished or approved by the Client or its specifically authorized representatives for use or release by Powell Tate, whether or not Powell Tate prepares or participates in the preparation of such materials. This paragraph shall survive the termination of this agreement and shall continue to bind both parties.

If this agreement sets forth our understanding, please sign, retain one copy for your files, and return one copy.

Sincerely,



Sheila Tate  
President

APPROVED:

Tunisian Agency for External  
Communications

By \_\_\_\_\_

Date \_\_\_\_\_

Enclosures

POWELL TATE

**POWELL TATE**  
*a Cassidy Company*

**INVOICE**

**January 7, 1998**

**The Honorable Oussama Romdhani  
Director General  
Tunisian Agency for External Communications  
3 Rue Jean Jaures  
1001 Tunis, Tunisia**

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<b>Prepayment per contract to cover professional services from January 7, 1998 through April 6, 1998</b>	<b>\$90,000.00</b>
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**DUE UPON RECEIPT**