

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 GRC International 1120 Connecticut Avenue, NW, Suite 100 Washington, DC 20036	2. Registration No. 5421
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3. Name of foreign principal Economic Development Authority of Nordrhein-Westfalen	4. Principal address of foreign principal Kavalleriestrasse 8-10 D-40213 Düsseldorf Germany
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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
 - Committee
 - Voluntary group
 - Other (specify) _____
- Individual-State nationality _____

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

- a) Branch or agency represented by the registrant. Economic Development Authority of Nordrhein-Westfalen
- b) Name and title of official with whom registrant deals. Petra Wassner, Executive Director

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
March 21, 2001	Peter G. Halpin, Vice President + Managing Director	

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 <i>GPC International</i>	2. Registration No. <i>5421</i>
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3. Name of Foreign Principal
Economic Development Authority of Nordrhein Westfalen

Check Appropriate Boxes:

- 4. 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.
- 5. 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.
- 6. 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.

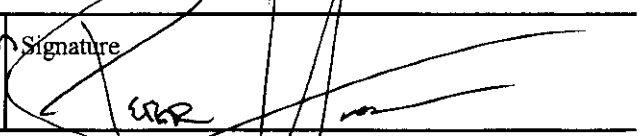
please see attached letters of agreement

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

public relations consulting and related activities

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.

Date of Exhibit B March 21, 2001	Name and Title Peter G. Halpin Vice President + Managing Director	Signature 
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Footnote: Political activity as defined in Section 1(o) of the Act means 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.



GPC International
Public Affairs & Communications

1120 Connecticut Avenue, NW
Suite 1100
Washington, DC 20036
USA

Tel 202 861 5899
Fax 202 861 5795
www.gpcinternational.com

February 5, 2001

Aart Van Iterson
GPC International
50 Rue d'Arlon
1000 Brussels
Belgium

Re: Work for NRW

Dear Aart:

This letter will confirm the arrangements for the provision of services in the United States by GPC Washington (GPC), a division of GPC America Inc., to GPC Brussels, which is the lead contractor providing professional services to the German state of Nord-Rhein Westfalia (NRW). GPC Washington will in turn make appropriate arrangements, through other GPC offices in the United States, and through the offices of Fleishman-Hillard in the United States, to ensure that all required services are provided for the visit to the United States of NRW Education Minister Hartmut Krebs.

I. SCOPE OF SERVICES

GPC will provide the services outlined in detail in the memo entitled "Revised Program of Activities for Hartmut Krebs", dated January 25, 2001. These include:

- Planning and preparation activities in advance of the Minister's visit;
- Support, and in particular media contact support, while the Minister is in the United States from February 11 to 16;
- Follow-up activities, including thank you notes, media contact and preparation of a report on the trip.

II. TIMEFRAME

GPC's services will commence immediately and continue through February 28, 2001.

III. PROJECT TEAM

The GPC team for this project will include Sandy McLean, Amy Fitzgerald, Wayne D'Angelo, and other GPC personnel as necessary, as well as appropriate personnel from Fleishman-Hillard.

IV. CONTRACT TERMS

A. Fees

GPC will provide professional services, as described in the Scope of Services section above, based on a project fee of US\$22,500.

Fees will be billed in a single invoice on February 28, 2001. A follow-up invoice may be required in March to cover expense costs from suppliers who are unable to bill GPC prior to February 28.

Payment is due upon receipt of invoices. An interest charge at the rate of 1.5 percent, per month, calculated from the due date, will be imposed on any amount not paid within thirty (30) days from the due date.

B. Direct Expenses

All direct expenses incurred during the normal course of business on behalf of this project will be invoiced separately. Charges related to administrative functions, such as photocopying, faxing, postage and local telephone charges, will be billed monthly through one administrative charge equal to 3% of fees. All other direct out-of-pocket expenses, including long distance telephone charges, travel, Fed-Ex charges and collateral materials, are subject to a fifteen (15) percent management service charge.

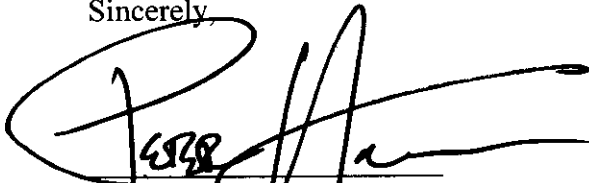
This agreement shall be governed and construed in accordance with the laws of the District of Columbia. GPC and its agents and employees will comply with all applicable laws and regulations in the performance of its obligations.

This agreement will become effective upon its execution by GPC Brussels and all changes, additions or erasures of any printed portion of this agreement shall be valid only if initialed by both parties.

If the scope of services and contract terms delineated in this document are acceptable, please indicate so by signing below and forwarding one signed copy to GPC.

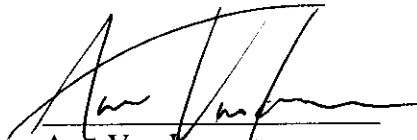
We look forward to the opportunity to work on this client with you, and the Brussels team.

Sincerely,



Peter G. Halpin
Vice President and
Managing Director, GPC Washington

AGREED TO AND ACCEPTED BY:



Aart Van Iterson
GPC Brussels

17/02/2001
Date



GPC Government Policy
Consultants SA
Herrn Aart van Iterson
Rue d'Arlon 50

B-1000 Brüssel

Gesellschaft für Wirtschaftsförderung
Nordrhein-Westfalen mbH (GfW)
Economic Development Corporation

Kavalleriestr. 8-10 · D-40213 Düsseldorf
Postfach 200307 · D 40101 Düsseldorf
G e r m a n y
Telefon: (0) 211 / 13 000-0
Telefax: (0) 211 / 13 000 154
E-Mail: gfw@gfw-nrw.de
Internet: http://www.gfw-nrw.de

01. September 2000

**Ihr Angebot vom 01. September 2000
NRW-Nordamerika Offensive**

Sehr geehrter Herr van Iterson,

vielen Dank für Ihr o.g. Schreiben. Auf Basis Ihres Angebotes vom 01. September 2000 und unserer allgemeinen Geschäftsbedingungen erteilen wir Ihnen den Auftrag zur Erstellung einer Rahmenkonzeption für die PR- und Pressearbeit der NRW-Nordamerika Offensive. Die Kosten hierfür werden max. 250.000 DM nicht übersteigen.

Wir freuen uns auf eine gute Zusammenarbeit.

Mit freundlichen Grüßen

Gesellschaft für Wirtschaftsförderung
Nordrhein-Westfalen mbH (GfW)


Michael Kolmar


Petra Wassner

