

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 the 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 Foley & Lardner, 150 East Gilman St., Madison, WI 53703-1441	2. Registration No. 5546
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3. Name of foreign principal Government of Haiti	4. Principal address of foreign principal c/o Ira Kurzban Esq. 2650 SW 27th Avenue, 2nd Floor, Miami, FL 33133
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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 _____

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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. **Ira Kurzban, Esq., Representative**

7. If the foreign principal is a foreign political party, state: **N/A**

- a) Principal address.
- b) Name and title of official with whom registrant deals.
- c) Principal aim.

5 If the foreign principal is not a foreign government or a foreign political party, N/A

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

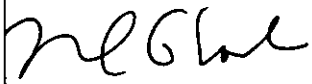
Controlled by a foreign government, foreign political party, or other foreign principal Yes No

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.) N/A

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 control it. N/A

Date of Exhibit A 3-17-03	Name and Title Michael G. Laskis, Partner In Charge-Madison, WI	Signature 
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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 **Foley & Lardner**

2. Registration No.

5546

3. Name of Foreign Principal **Government of Haiti**

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 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.

Foley & Lardner will provide the Government of Haiti strategic advice and assistance in connection with maintaining and strengthening relations with the U.S. Government.

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

See item 7 above.

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.

See item 7 above.

Date of Exhibit B 3-17-03	Name and Title Michael G. Laskis, Partner In Charge-Madison, WI	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 interest, policies, or relations of a government of a foreign country or a foreign political party.

**Agreement for Professional Services
between
Roger M. Ervin of Foley Lardner
and
Government of Haiti
January 1, 2003**

Roger M. Ervin ("Ervin") and the firm of Foley Lardner and the Government of Haiti ("GOH") enter into the following agreement this 1st day of January 2003 for professional services:

1. SCOPE. Ervin will provide the following professional services:
 - a. Provide strategic advice to the Government of Haiti on how to improve relations with the United States Government (including the United States Congress), human rights organizations, multi-national financing agencies, the media, and other entities as are from time-to-time agreed upon between the parties to this agreement;
 - b. Arrange for and attend meetings as necessary with United States Government leaders, the United States Congress, multi-national financing agencies, United States businesses and business associations, the media, and other entities as from time to time are agreed upon between the parties to this agreement;
 - c. Obtain public statements in support of democracy in Haiti and for the policies of the Government of Haiti;
 - d. Prepare, edit and review public statements, editorials and opinion pieces, and work with print and electronic media to present a more accurate picture of events in Haiti;
 - e. Conduct or supervise the necessary research to advance the objectives outlined in this agreement;

2. MILESTONES AND TASKS. The parties agree to the following milestones and specific tasks as examples of the effort necessary to achieve these goals:
 - a. Provide strategic planning in the representation of the Government of Haiti;
 - b. Attend regular meetings each week with other consultants working on project goals;
 - c. Provide a written weekly report on consultant activities delivered to the point of contact identified by the Government of Haiti;
 - d. Develop a press strategy and work with the press to present an accurate picture of events in Haiti;
 - e. Produce a weekly bulletin delivered to U.S. opinion leaders, activists and Haitians living in the United States;

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- f. Establish meetings between representatives of the Government of Haiti and the U.S. Government and the United States Congress;
 - g. Monitor congressional hearing schedules, working to secure witnesses to appear at such hearings and testimony to be submitted to such hearings;
 - h. Place periodic stories, opinion pieces and editorials favorable to the Government of Haiti in U.S. media sources
 - i. Establish meetings between representatives of the Government of Haiti and U.S. businesses and business associations.
 - j. Work with grassroots organizations that support the advancement of democracy in Haiti; and
 - k. Attend such meetings as are necessary with President Aristide or ministers of the Government of Haiti.
3. **COMMUNICATION SOLELY WITH HAITI'S REPRESENTATIVE.**
Communication with the Representative of the GOH. All communications with the GOH will be with the person designated as a point of contact by the GOH. No action will be taken by Ervin or Foley Lardner on behalf of the GOH without first consulting with the person designated as the point of contact by the GOH.
4. **CONTACT.** The Government of Haiti shall designate a point of contact for Ervin and Foley Lardner.
5. **FOLEY LARDNER PRINCIPAL.** Roger M. Ervin shall provide principal services and be the point of contact on behalf of Foley Lardner, but he may call upon other members and associates of the firm as can, in his professional judgment, serve the purposes of this Agreement.
6. **COLLABORATION.** Ervin and Foley Lardner agree that they will work collaboratively on this project and that Ervin/Foley Lardner shall work in conjunction with other consultants retained by the Government of Haiti and under the direction of Dellums, Brauer, Halterman & Associates, Inc.
7. **BEST EFFORTS.** Ervin and Foley Lardner agree to apply their professional skills and knowledge to the achievement of the agreed to tasks.
8. **TIME OF ESSENCE.** Time is of the essence in conducting the work covered under the agreement.
9. **COMPENSATION.** The Government of Haiti agrees to pay Ervin and Foley Lardner for its professional services a monthly retainer in the sum of \$20,000. A monthly invoice will be presented to Ira Kurzban Esquire at the first of each month and payment will be made within 30 days of receipt.

10. **EXPENSES; REIMBURSEMENT TO GOH:** All expenses are the responsibility of Ervin and Foley Lardner.
11. **PAST DUE BILLS.** Billings will be submitted monthly and are due and payable within 30 days of receipt. Invoices outstanding in excess of 60 days will be assessed a one-percent per month finance charge.
12. **TERMINATION.** Either party retains the right to terminate this contract at any time upon written notice to the other party, effective upon the receipt by the non-terminating party of such notice. Upon any such termination hereof, Ervin and Foley Lardner will be entitled to the pro-rata portion of the month's retainer fee.
13. **DURATION.** This contract is for a period of twelve months (12) months from January 1, 2003 until December 31, 2003. The contract will terminate on December 31, 2003 unless the Government of Haiti, in its sole discretion, decides to terminate the contract before December 31, 2003 or both parties upon their mutual agreement in writing determine to extend the contract.
14. **CONFIDENTIALITY.** The Government of Haiti has, and will have in the future, a broad range of proprietary information including, but not limited to, state secrets, current and future plans and strategy, process information, government privileged information and intelligence. Ervin and Foley Lardner agree that it and its employees will not, at any time now or in the future, nor in any manner, divulge, disclose or communicate any such information to any third party without the prior consent of the Government of Haiti. All information obtained will be treated as privileged and strictly confidential. If it appears that Ervin and Foley Lardner or any of its employees have disclosed or have threatened to disclose documents or information in violation of this Agreement, the Government of Haiti shall be entitled to an injunction to restrain Ervin and Foley Lardner and its employees from providing any services or information to any party to whom such information has been disclosed or may be disclosed. The GOH shall not be prohibited by this provision from pursuing other remedies, including a claim for losses and damages. These confidentiality provisions shall remain in full force and effect after the termination of the Agreement. Upon termination of the Agreement, Ervin and Foley Lardner and its employees shall deliver to the Government of


Haiti all records, notes, data, memorandum, computerized information, models, and equipment of any nature that are in their possession or under their control that relate to the work they have performed for Haiti. Moreover, it is mutually understood and agreed that all written documents will be cleared with the office of Kurzban, Kurzban, Weinger and Tetzeli, PA prior to sending such documents to any persons within or outside Haiti, including all U.S. and Haitian government officials. Notwithstanding the foregoing, such confidential information does not include information that is or becomes publicly available through no wrongful act of Ervin, Foley Lardner or its employees. If Ervin or Foley Lardner or any of their employees are required by law to disclose any of the confidential information, they will promptly notify GOH of such requirement prior to making the disclosure and with sufficient time for the GOH to challenge the disclosure of such information. The parties will confer and use reasonable, good faith efforts to agree on a form and terms of disclosure reasonably acceptable to both parties in light of the circumstances under which the disclosure is required to be made, provided that if following such notice and conferring the parties are unable to agree on a mutually acceptable form and terms of disclosure, then Ervin, Foley Lardner and Foley Lardner's employees shall have no liability to GOH for such disclosure provided that Ervin and Foley Lardner make reasonable efforts to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the confidential information by the tribunal requiring disclosure.

15. ENTIRE AGREEMENT. This agreement represents the entire agreement between the parties on the subject of the agreement.
16. NOTICE. Notice may be sent to either party by first class mail or express service to the address provided by the parties, or by facsimile to a phone number provided by the parties, or by e-mail to an address provided by the parties.
17. GOVERNING LAW. The laws of the nation of Haiti govern this agreement and the agreement may be enforced only in the courts of Haiti.
18. SEVERABILITY. The invalidity of any part of this agreement will not affect the enforceability of the remaining portions.

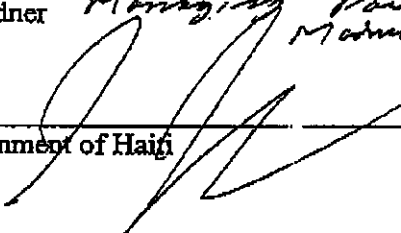
19. MULTIPLE COPIES. The agreement may be executed in multiple counterparts, each of which shall be deemed an original and which together shall constitute one and the same agreement.


by: Roger M. Ervin

1-13-03
Date:


for: Foley Lardner *Managing Partner*
Madison Office

1-10-03
Date


for: The Government of Haiti

1-3-03
Date