

1. Name of Registrant Burson-Marsteller	2. Registration No. 2469
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3. This amendment is filed to accomplish the following indicated purpose or purposes:

- To correct a deficiency in
- Initial Statement
- Supplemental Statement for _____
- To give notice of change in an exhibit previously filed.
- To give a 10-day notice of a change in information as required by Section 2(b) of the Act.
- Other purpose (specify) file contracts

4. If this amendment requires the filing of a document or documents, please list-

Finalized contract between Burson-Marsteller and the Industrial Development Board for Northern Ireland.

5. Each item checked above must be explained below in full detail together with, where appropriate, specific reference to and identity of the item in the registration statement to which it pertains. If more space is needed, full size insert sheets may be used.

Complete submission of registration by filing the finalized contracts.

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CRIMINAL DIVISION
APR 16 4 26 PM '81
INTERNATIONAL SECURITY
SECTION
REGISTRATION UNIT

The undersigned swear(s) or affirm(s) that he has (they have) read the information set forth in this amendment and that he is (they are) familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his (their) knowledge and belief.

(Both copies of this amendment shall be signed and sworn to before a notary public or other person authorized to administer oaths by the agent, if the registrant is an individual, or by a majority of those partners, officers, directors or persons performing similar functions who are in the United States, if the registrant is an organization.)

Jonathan S. Jessar

Jonathan S. Jessar, General Manager

Subscribed and sworn to before me at District of Columbia

this 16th day of April, 1987

Joyce A. Frisby
(Notary or other officer)

My commission expires Oct 14, 1991

JOYCE A. FRISBY
My Commission Expires October 14, 1991
Notary Public of the District of Columbia



Industrial Development Board
for Northern Ireland

IDB House
64 Chichester Street
Belfast BT1 4JX
Telephone Belfast (0232) 233233
Telex 747025

CONTRACT

THIS AGREEMENT is made the *26th* day of *March* 1987 between:

- (1) BURSON-MARSTELLER LTD whose registered office is at 24-28 Bloomsbury Way, London WC1A 2PX ("BM")
- (2) THE DEPARTMENT OF ECONOMIC DEVELOPMENT (acting through the Executive of the Industrial Development Board for Northern Ireland) and hereinafter called ("the IDB")

WHEREBY IT IS HEREBY AGREED AS FOLLOWS :

1. Definitions

i) In this agreement

"the BM network" means all or any of the associated or subsidiary companies of Burson-Marsteller Inc

"BM Office" means the headquarters of BM in each of the countries listed in Schedule A hereto

ii) The headings in the agreement are for convenience only and have no legal significance

2. Appointment

i) IDB hereby appoints BM to handle its public relations, marketing and advertising requirements throughout the world as provided for in Clause 4 hereof except insofar as is specified at 2(ii) below, using the BM network and, with the prior written permission of IDB, such other agencies as it considers necessary, provided that IDB shall have the right to require BM to cease using a particular agency or company at any time. BM will also co-operate in full with any other consultants or suppliers of goods or services with whom IDB may have contracts or which the IDB may specify from time to time

ii) The scope of this agreement shall not extend to:

a) advertising work in Northern Ireland

b) public relations work in France or the Benelux countries

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SECTION UNIT
REGISTRATION UNIT

3. Term

This agreement shall have effect from 1 July 1986 and it shall remain in force until determined by either party on 3 months notice in writing, terminating at the end of any calendar month.

4. Scope of work

BM shall devise a global strategy (such strategy to be approved by the IDB) for the publicising and marketing of Northern Ireland as a beneficial investment and business environment. Working with IDB centrally and locally BM will create and execute a comprehensive and co-ordinated programme to the satisfaction of the IDB to meet the strategy. This will include, but not be limited to, media communications, advertising, exhibitions, promotional literature, videos and films, and promotional tours and visits.

5. Remuneration

- i) BM will be remunerated for its consultancy services according to the amount of time spent on IDB business calculated at the executive and secretarial hourly rates for the countries involved, provided for in Schedule A attached hereto which Schedule may be amended, reviewed or replaced with the agreement of the parties hereto. Each BM office will invoice such time on a monthly basis. At the end of each 3 month period time and expenses incurred on IDB work in each office will be reconciled with the budget. Any over or under spend will be carried forward to the next quarter. IDB will not be liable to pay more than the budget allocated by them to each office, unless by prior written agreement.
- ii) During a period of notice of termination under Clause 3 BM remuneration will be based on time worked on the account plus out of pocket expenses, all to be invoiced monthly.

- iii) Advertising media charges will be charged at the net cost to BM after deducting all commissions allowed either directly by the media, or by specialist media buying services. Time spent by BM executives on media planning, placement and booking will be charged according to the term of paragraph 5(i) above.
- iv) Advertising production and other bought-out services such as press release production, design, artwork, photography, origination, printing, audio-visual, film and video production will be charged at cost plus a gross commission of 15%.
- v) In-house art charges, whether for work executed by the BM network staff or by resident freelance artists will be charged at appropriate hourly rates in accordance with Schedule A attached hereto.
- vi) A charge of 3% of the monthly consultancy fee will be made to cover general administration costs on the account, and BM will also charge the actual cost, being the charge from any outside supplier and any internal cost involved in providing the service, of all travel, hotel and reasonable entertaining costs incurred by staff working on IDB business, long distance telephone calls, telexes, fax, photocopies, word-processing, deliveries, postage, freight and press cutting services.

6. Authorisation for work

No expenditure in excess of £200 will be committed with an outside supplier without the prior written approval of IDB, except for the normal administrative costs of running the account. Specific jobs will be estimated in advance, and will not be executed until approved in writing by IDB. Where goods are being purchased or services provided for IDB, BM shall where possible obtain 3 competitive tenders/quotations for submission to IDB.

Notwithstanding this, all charges on the account may vary from the budgeted and agreed amount by up to 10%, without the need for further IDB approval

7. Invoicing

Advertising media charges will be invoiced at the start of the month in which they apply. All other charges will be invoiced at the end of the month in which they are cleared for invoicing.

Separate invoices will be rendered for each country in the local currency of that country. The currency of the invoice is the currency of payment by IDB.

All invoices are payable within 30 days of receipt of the invoice by IDB or the date of resolution of any query by IDB which should be taken up in the first instance with the BM co-ordinating executive in Belfast

8. Taxation

BM will run the account in a way where possible to avoid incurring irrecoverable taxation charges anywhere in the world. Where this proves impossible, IDB accepts that such charges may be passed on to them as part of the costs of handling the account.

9. Client contact

- (i) Each BM office will submit a monthly report to IDBHQ copied as appropriate to local offices.
- (ii) All meetings and telephone calls between IDB and BM network staff will be subject to a contact report minuting the discussion and any decisions made. This will be issued by BM and will be deemed to have client approval unless BM is otherwise notified within a reasonable time.

10. Confidence

- i) BM shall not and shall procure that any agency or body with whom it contracts shall not either during the terms of this Agreement or for 30 years thereafter disclose without the prior written consent of IDB any confidential or official information it may acquire as a result of its appointment under this contract including any studies or surveys commissioned and paid for by IDB.
- ii) BM may, however, use any general marketing or public relations expertise which it gains in the course of its appointment PROVIDED THAT the use of such general marketing or public relations expertise shall not damage IDB or benefit its industrial development competitors.

11. Ownership

Any and all creative work, such as written press releases, artwork, programs, articles, photographs, and other such material becomes the property of IDB on payment of the relevant invoice from BM. Copyright remains subject to the law of copyright.

12. Liabilities

IDB hereby indemnifies BM against all claims, actions, arising out of or in any way connected with this agreement other than such as may arise as a result of the default or neglect of BM. BM hereby indemnifies IDB in respect of any claims or actions against the IDB arising out of any default or neglect by BM.

13. Legal status

BM and all other approved agencies with whom it contracts on IDB's behalf will act in all dealings as principal at law.

14. Codes of Practice

BM shall conform to the relevant codes of practice and procedure for the advertising and public relations industries and shall use its best endeavours to ensure that all statements made and advertising placed on behalf of IDB are legal, decent, honest and truthful. IDB agree that in order to satisfy the requirements of any such code or statutory obligations it will supply BM without unreasonable delay objective factual evidence if so requested to support any claims which IDB may wish BM to make on its behalf. IDB will also inform BM if it considers that any claim made in any copy submitted by BM to IDB for approval is incorrect or misleading. BM will require all agencies with whom it shall contract to observe the provisions of this clause.

15. Sensitivity

- i) BM acknowledges that in national and international terms the situation in Northern Ireland is delicate and that it, and any agency with whom it may contract on behalf of IDB, in relation to, or for the purposes of, this Agreement, will confine themselves to the business activities of IDB.
- ii) In the event that a question of a political nature shall become apparent or politicians become involved in any question or issue which BM or its agencies shall be pursuing on behalf of IDB such question or issue shall immediately be referred by BM to IDB for consideration.

- iii) BM will if necessary, and at the request of IDB, work in conjunction with the British Information Services, the Central Office of Information and the Northern Ireland Office as appropriate and in the event of any divergency of views with any of these bodies will refer the matter to IDB for further consideration.
- iv) BM will procure that all agencies with whom it contracts shall give an undertaking in the terms of 15 i), ii) and iii) above.

16. Competitive business

During the term of this contract and for a period of 3 months thereafter, BM shall not handle any advertising, marketing or public relations accounts for industrial development for a competitor of IDB, meaning any city, county, state or country in Western Europe including all members of the European Community, Great Britain and the Republic of Ireland; The United States and Canada and the Far East.

17. i) This agreement constitutes the entire agreement between IDB and BM with respect to all matters referred to herein and no variations shall be valid unless made in writing and signed by a person duly authorised on behalf of each of IDB and BM.
- ii) This agreement shall be governed by the law of Northern Ireland.



Signed for and on behalf of
BURSON MARSTELLER LTD
by Michael Horton
President & Chief Executive Europe

A handwritten signature in black ink, appearing to be 'M. Horton', written over a large, thin, curved line that spans across the signature.

Signed for and on behalf of
INDUSTRIAL DEVELOPMENT BOARD
FOR NORTHERN IRELAND
by D Clive Gowdy
Executive Director

A handwritten signature in black ink, clearly legible as 'D. Clive Gowdy'.



SCHEDULE A

SCHEDULE OF BURSON-MARSTELLER INTERNATIONAL HOURLY BILLING
RATES

Effective until 31st March 1988

[This schedule should identify the various countries in which work is being carried out on behalf of IDB and the headquarters office in each country as well as the various executive and secretarial hourly rates agreed between BM and IDB].

SCHEDULE A

SCHEDULE OF BURSON-MARSTELLER INTERNATIONAL HOURLY BILLING
RATES

Effective until 31st March 1988

<u>Country</u>	U.K.	U.S.A.	Hong-Kong	Singapore	Japan	Germany
<u>H.Q. Office</u>	London	N.York	Hong-Kong	Singapore	Tokyo	Frankfurt
<u>Currency</u>	£	\$	H-K\$	S\$	Yen	DM

Regional Mgr	150	250	1,405			
General Mgr	120		850	200		
Client Svcs Mgr		200	700		30,000	
Creative Director	100					
Senior Counsellor	100	250			25,000	
Group Mgr	90	175	600	175		280
Designer	80					
Associate Director	70					
Account Director	60	160	525			250
SAE	50	100/135	450	150	20,000	
AE	45	75/80	400		18,000	220
AAE	35	45			16,000	
Secretary	15	35	150	50	6,000	60