

Form DJ-306  
(Ed. 11-10-66)  
MAY 13 3 20 PM '76  
RECEIVED  
GENERAL INVESTIGATION

UNITED STATES DEPARTMENT OF JUSTICE  
WASHINGTON, D.C. 20530

Budget Bureau No. 43-R216.7  
Approval expires Oct. 31, 1976

EXHIBIT A  
TO REGISTRATION STATEMENT

Under the Foreign Agents Registration Act of 1938, as amended

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 Marsteller, Inc. doing business as Burson-Marsteller 1776 K Street, Suite 607 Washington, D.C. 20006	2. Registration No. 2469
3. Name of foreign principal Government of Spain	4. Principal address of foreign principal Madrid

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:
  - Partnership
  - Corporation
  - Association
  - Committee
  - Voluntary group
  - Other (specify) \_\_\_\_\_
- Individual - State his nationality \_\_\_\_\_

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

- a) Branch or agency represented by the registrant.  
Ministry of Foreign Affairs
- b) Name and title of official with whom registrant deals.  
Patrick J. O'Connor and Howard G. Feldman of the Law Firm of O'Connor  
& Hannan, 1747 Pennsylvania Avenue, N.W., Suite 600, Washington, D.C. 20006

7. If the foreign principal is a foreign political party, state:

- a) Principal address
- b) Name and title of official with whom the 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

- 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.)

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 May 12, 1976	Name and Title James J. Cassidy, Vice Chairman	Signature <i>James J. Cassidy</i>
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Form DJ-304  
REC (Rev. 3-30-67)  
DEPARTMENT OF JUSTICE  
MAY 13 3 16 PM '76  
REGISTRATION UNIT  
CRIMINAL DIVISION

Budget Bureau No. 43-R435  
Approval Expires Oct. 31, 1976

UNITED STATES DEPARTMENT OF JUSTICE  
Washington, D.C. 20530

EXHIBIT B

TO REGISTRATION STATEMENT  
Under the Foreign Agents Registration Act  
of 1938, as amended

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 duplicate for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Name of Registrant	Name of Foreign Principal
Marsteller, Inc., doing business as Burson-Marsteller 1776 K Street, Suite 607 Washington, D.C. 20006	Government of Spain

Check Appropriate Boxes:

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

Agreement with O'Connor & Hannan, 1747 Pennsylvania Avenue, N.W.,  
Washington, D.C. 20006. (SEE ATTACHMENT)

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

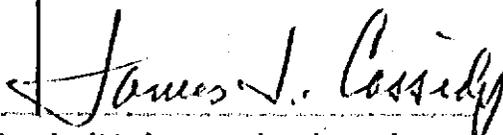
Burson-Marsteller is retained by the American law firm, O'Connor & Hannan, to assist them in providing information and liaison service to the Spanish Government and its embassy relative to Spain's participation in the U.S. Bicentennial, part of which is the visit to the U.S. of King Juan Carlos I and Queen Sophia, June 1-5, 1976. Information will be furnished to the media through the Embassy.

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

Preparation of historical background papers, preparation of news releases to be issued by the Embassy, liaison information function with the media. Everything to be issued by the Embassy in its name.

6. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act?<sup>1/</sup> 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 May 12, 1976	Name and Title James J. Cassidy, Vice Chairman	Signature 
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<sup>1/</sup> Political 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.

RECEIVED  
DEPARTMENT OF JUSTICE

MAY 13 3 15 PM '76

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CRIMINAL DIVISION

**O'CONNOR & HANNAN**

ATTORNEYS AT LAW

1747 PENNSYLVANIA AVENUE N.W.  
SUITE 600

WASHINGTON, D.C. 20006

(202) 785-8700

TELEX 89-7420

ANTONIO SAN ROMAN  
ABOGADO

ORENSE 10, SUITE 17J

MADRID 20, SPAIN  
(91) 455 42 00

DAVID BURLINGAME  
MARTIN H. BERLINER  
1710 SECURITY LIFE BLDG.  
DENVER, COLORADO 80202  
(303) 573-7737

THIRTY-EIGHTH FLOOR, IDS TOWER  
MINNEAPOLIS, MINNESOTA 55402  
(612) 341-3800

PATRICK J. O'CONNOR  
FREDERICK W. THOMAS  
JOE A. WALTERS  
THOMAS A. KELLER II  
MICHAEL E. MCGUIRE  
KENNETH B. JONES, JR.  
ROBERT J. CHRISTIANSON, JR.  
CHARLES B. FAEGRE  
FRANK J. WALZ  
JOHN W. ROGERS  
DONALD C. VILLEKE  
JAMES P. DORSEY  
ANDREW J. SHEA  
DOUGLAS H. McMILLAN  
CHARLES D. REITE  
WILLIAM R. McGRANN  
WALTER C. PARKINS  
MICHAEL M. WHALEN  
KENT E. RICHEY  
JOHN J. SOMMERVILLE  
JAMES A. RUBENSTEIN  
NANCY F. FOWLER

WILLIAM C. KELLY (1918-1970)

\*NOT MEMBER OF D.C. BAR

PATRICK J. O'CONNOR  
WILLIAM T. HANNAN  
JOHN J. FLYNN  
H. ROBERT W. WALKER  
JOSEPH E. LEECH  
THOMAS H. LEECH  
HOWARD G. FELDMAN  
DAVID R. MCGUIRE  
DELANCEY W. WALKER  
PHILIP P. WOODWARD  
JAMES D. WOODWARD  
RICHARD G. MORGAN  
THOMAS V. VAUGHAN  
DOUGLAS M. McGRANN  
TERENCE P. BOYLE  
BRIAN P. FHELAN  
HOPKINS S. FOSTER  
MICHAEL J. CONLON  
MICHAEL PATRICK GEORGE  
RALPH F. DEPLEGA (1923-1972)

OF COUNSEL  
JOSEPH F. CASTIELLO  
FRED D. THOMPSON

May 3, 1976

Burson-Marsteller  
1776 K Street, N.W.  
Washington, D. C. 20006

Attn: Mr. James Cassidy

Gentlemen:

Attached is a copy of a letter/contract that we submitted to Alonso Alvarez de Toledo on Friday, April 30, directed to the Foreign Minister setting forth our arrangement with the Foreign Ministry of Spain relating to the King's visit in June. Also attached is a separate letter directed to the Foreign Minister relating to the services we are jointly undertaking in connection with Bicentennial activities not connected with the King's visit.

I believe that these letters are drafted in accordance with your discussions with Howard Feldman and with me. If this is not the case or if you are of the opinion that it does not reflect our joint agreement with the Foreign Ministry please advise us by the end of the business day on Tuesday, May 4.

Assuming that the letters accurately express the views and thoughts of Burson-Marsteller as well as O'Connor & Hannan, I now propose an allocation of the fees as follows:

Burson-Marsteller

Page 2

May 3, 1976

- (1) Burson-Marsteller will receive \$50,000 of the \$80,000 provided for in the letter/contract relating to the King's visit.
- (2) The additional sum of \$17,500 referred to in the letter/contract will be divided as follows:
  - (a) All out-of-pocket expenses (both Burson-Marsteller and O'Connor & Hannan) will be taken off the top of said sum;
  - (b) The balance will be evenly apportioned as fees between us.
- (3) The first payment of \$40,000 (week of May 3) will be apportioned as follows:
  - (a) Burson-Marsteller \$25,000; O'Connor & Hannan \$15,000.
- (4) The second payment of \$25,000 (week of May 17) will be apportioned as follows:
  - (a) Burson-Marsteller \$15,000; O'Connor & Hannan \$10,000.
- (5) The third payment (week of June 21) of \$15,000 will be apportioned as follows:
  - (a) Burson-Marsteller \$10,000; O'Connor & Hannan \$5,000.
- (6) Expenses will be allocated between the parties (upon receipt of same from client) as the billings reflect they have been incurred.

Burson-Marsteller

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May 3, 1976

- (7) Your attention is called to the ceiling of 20%. This was discussed and agreed upon and we have made a commitment that the expenses in connection with the King's trip will not exceed \$16,000. If it does I am suggesting that we absorb the additional expense in proportion to the manner in which we have allocated the fees.

At this time I believe it is somewhat difficult to make a reasonable allocation of the \$40,000 in fees that we will receive in connection with the Bicentennial functions not related to the King's visit. It is our thought at this juncture to make an arbitrary allocation of fees as follows: Burson-Marsteller \$30,000; O'Connor & Hannan \$10,000. After the King's visit we will have the experience behind us of our respective hour contributions. In the event O'Connor & Hannan becomes more substantially involved in the other Bicentennial functions we can discuss a revision of the aforementioned allocation.

We haven't talked about expenses in connection with the other Bicentennial functions. I would assume, however, that we will bill for out-of-pocket expenses but will probably be asked at some juncture to assume any expenses that exceed 20% of our fee or \$8,000. If you foresee that the 20% ceiling is not sufficient let's clear this up as soon as possible. Our billing for the other Bicentennial functions will be semi-monthly once we commence work in this regard.

Will you submit to us on or before May 12 your expenses (incurred to date) so that we may include them in the billing we will submit on Monday May 17. Although we will be extremely busy from now on out perhaps you could give us some idea of the extent of your expenses prior to the last week in May.

O'Connor & Hannan guarantees payment to Burson-Marsteller of its fees and expenses relating to our recent trip to Madrid. With respect to the remainder of fees and expenses as provided for herein, O'Connor & Hannan agrees that Burson-Marsteller will receive its proportionate share of all such fees and expenses as and when received by O'Connor & Hannan in the same proportion as set forth above as soon as possible. We

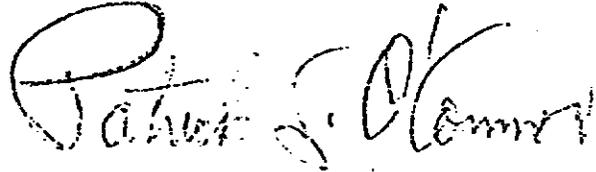
Burson-Marsteller

Page 4

May 3, 1976

will, however, exercise our best efforts to see that the fees are paid timely and that the fees and expenses are paid in accordance with the time schedule set forth in our letter/contract. We also assure you that if there is any delay in the payment of fees we will immediately advise you and cooperate in every respect to facilitate payment of same.

Yours very truly,

A handwritten signature in dark ink, appearing to read "Patrick J. O'Connor". The signature is written in a cursive style with a large initial "P".

Patrick J. O'Connor

PJO/ih

Enclosures

O'CONNOR & HANNAN

ATTORNEYS AT LAW

1700 PENNSYLVANIA AVENUE, N.W.,  
WASHINGTON, D.C. 20006

WASHINGTON, D.C. 20006

WASHINGTON, D.C.

WASHINGTON, D.C.

ANTONIO DE LA ROSA  
ATTY. AT LAW

OPORTE, CANARY ISLANDS

MADRID, SPAIN

TEL. 366 41 00

DR. J. DOMINGUEZ

1700 PENNSYLVANIA AVENUE, N.W.

DENVER, COLORADO 80202

TEL. 315 73-7737

THIRTY EIGHTH FLOOR, 105 FIFTH  
AVENUE, NEW YORK, N.Y. 10018  
NEW YORK, N.Y. 10018

PATRICK J. O'CONNOR  
FRANK W. THOMAS  
JAMES A. TERRY  
THOMAS A. KELLEY  
MICHAEL J. McGUIRE  
KENNETH E. JONES, JR.  
ROBERT G. CHRISTIANSON, JR.  
CHARLES S. TAFFER  
FRANK J. WALZ  
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DOUGLAS S. WILCKE  
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DOUGLAS M. McMICHAEL  
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ARTHUR J. BROWN  
FRANK W. THOMAS  
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ROBERT G. CHRISTIANSON, JR.  
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JOHN J. SOMMERVILLE  
JAMES A. RUBENSTEIN  
NANCY F. FOWLER  
WILLIAM C. KELLY (1915-1970)  
\*NOT MEMBER OF D.C. BAR

April 30, 1976

His Excellency  
Mr. Jose Maria de Areilza  
Minister of Foreign Affairs,  
Plaza de la Provincia, 1  
Madrid - SPAIN

Dear Minister:

In our discussions with your representative Alonso de Toledo, he urged that we make a substantial reduction in the amount of the fee O'CONNOR & HANNAN will charge for handling the complementary functions in connection with the visit of Their Majesties to the United States.

I commented on the anticipated cost relating to our revised proposal in my letter to you, dated April 27th. I stated that in anticipation of the formal retainer we undertook substantial preliminary work and that due to the loss of lead time, we will now be required to assign more employees to the project than originally contemplated.

However, due to Alonso's persuasive arguments, we are willing to make a substantial reduction in fees and also will agree to be paid in pesetas, if the conditions set forth in this letter-contract are agreeable to the Foreign Ministry.

The O'CONNOR & HANNAN Group is willing to undertake the complementary functions under the following conditions:

1 - The O'CONNOR & HANNAN Group will receive as its fee a fixed amount in pesetas, the equivalent of US\$80,000, plus "out-of-pocket" expenses.

2 - O'CONNOR & HANNAN is willing to accept its compensation in pesetas at the published rate stated in your Official Bulletin of the State on the days payment is to be made as set forth in this letter.

3 - In addition to the fee of US\$80,000, plus expenses as set forth above, the Spanish Government will pay O'CONNOR & HANNAN an additional sum of pesetas equivalent to US\$17,500 to compensate them for their time and expenses incurred in preparing for and making a trip to Spain, commencing on Sunday, March 28th and terminating Saturday, April 3rd, 1976.

4 - Expenses incurred by O'CONNOR & HANNAN will in no event exceed 20 percent of US\$80,000, i.e., US\$16,000. "Out-of-pocket" expenses will be itemized and submitted for payment at the time we bill for our fees. In the event the expenses are less than US\$16,000, O'CONNOR & HANNAN will only bill for the exact amount of expenses incurred. If expenses exceeds US\$16,000, the excess will be paid by O'CONNOR & HANNAN and not charged to the Spanish Government.

It is to be understood, however, that in calculating "out-of-pocket" expenses we have not taken into consideration travel expenses (authorized by you), that might be incurred by the O'CONNOR & HANNAN Group ingoing to Madrid. To the extent that our "out-of-pocket" expenses are in excess of US\$16,000, O'CONNOR & HANNAN will bill the Spanish Government for anything in excess of US\$16,000, that involves either airline, hotels, meals and miscellaneous expenses incurred in Madrid.

In arriving at the aforesaid 20 percent figure, we are taking into consideration that substantial expenses will be incurred in printing press kits and photographic expense. We are assuming that any printing of programs for any of the functions relating to the King's visit will be incurred and paid by the Spanish Embassy or their New York Consulate. We also assume that if a decision is made by you to provide a motion picture of Their Majesties visit for the Spanish Archives, such expenses will be borne by you.

5 - Payment of our fees and expenses will be made as follows:

- a) - The equivalent in pesetas of US\$57,500, the week of May 3rd, 1976. Payment will be made by check, made payable to bearer

(all portadory in pesetas and delivered to our offices located at Alfonso XII, 42 in Madrid. Prior to payment we will submit to your office, on May 3rd, a statement in the amount of US\$57,500, covering the following:

- i)- A down payment of provisional funds in pesetas in the amount of the equivalent of US\$40,000.
- ii)- A payment in pesetas of the equivalent of US\$17,500, covering our time and expenses incurred in our recent trip to Madrid.

(Said letter will also be an authorization on the part O'CONNOR & HANNAN for you to issue the aforementioned bearer check (cheque al portador).

- b)- Payment in pesetas of the equivalent of US\$25,000, the week of May 17th, 1976, plus an amount covering "out-of-pocket" expenses incurred up to that date.
- c) - A payment in pesetas equivalent to US\$15,000, plus the balance of our "out-of-pocket" expenses, to be paid the week of June 21st.

The terms set forth above in this letter contemplate a payment of our fees in a fixed amount in pesetas, the equivalent of US\$80,000, plus "out-of-pocket" expenses not to exceed in pesetas the equivalent of US\$16,000. This US\$30,000 - fee does not include the separated billing mentioned above of the equivalent of US\$17,500, covering the time and expenses incurred in our recent trip to Spain.

The US\$16,000, maximum for expenses, is not intended to cover any trip that might be authorized by you for any representative of the O'CONNOR & HANNAN Group to Madrid. In the event such a trip or trips to Madrid are authorized and our expenses exceeds US\$16,000, we will expect to be reimbursed for the additional expenses incurred in such a trip or trips to Madrid.

It is understood, that you will make a reasonable effort to pay us in dollars up to one half of the amount of our fees and expenses. In the event you are in a position to do this, either in late June or July 1976, we will return to you pesetas already received in exchange for the dollars. We realize that there is no commitment on your part to pay half of our fees and expenses in dollars, but at our request you will make a reasonable effort to do so.

The services of the O'CONNOR & HANNAN Group will perform as set forth in the attached proposal.

In conclusion, I would like to state that we will make every effort and do our best to bring about the pre-activities and the activities proposed during the visit of Their Majesties.

Respectfully yours,  
O'CONNOR & HANNAN

Patrick J. O'Connor

APPROVED AND ACCEPTED

Title

Date

PROGRAM FOR COMPLEMENTARY ACTIVITIES  
CONCERNING THE VISIT OF THEIR MAJESTIES

I. PRE-TRIP ACTIVITIES  
A. ARRANGEMENTS

1. We will, if desired, assist Spanish officials in making initial contacts with Walter Cronkite, Columbia Broadcasting System journalist, and James Reston, editor and columnist of the New York Times, to determine their availability to come to Madrid before June for personal interviews. Should the journalists be available, memoranda proposing these interviews will be prepared and forwarded to Madrid for consideration. Assistance will be given to Spanish officials, as desired, in connection with the television project being discussed with the American Broadcasting Company.

2. Journalists and top executives would be invited by the Embassy to the breakfasts in Washington and New York. The Embassy would also send invitations to women journalists for the meeting with Her Majesty in Washington.

3. We will maintain contact with Ambassador Alba and with the Spanish Consul General in New York, to assist them in any appropriate way to help assure that communications problems are minimized, and keep current on arrangements so that the press will be properly informed.

4. We will assist the Embassy and Consulate General, as appropriate, in media briefings in Washington and New York by Spanish Government officials.

5. We will assist Spanish officials in arranging for photographs to be available in Washington and New York of Their Majesties and of the various works of art which they will present.

6. We will be in contact with the Consul General in New York and the New York Times to assist in the selection of the picture of the Royal Family to be used in the special section of the New York Times.

B. PREPARATION OF MATERIALS

1. We will assist Spanish officials to the extent desired in preparation of advance releases as follows:

a) A fact sheet on the historic significance of the visit, emphasizing the contribution of Spain to the independence of the United States. This document will be part of a press package including biographies and photographs of the Royal Family, and of the principal members of the Official Party.

b) A separate release describing the various gifts to be made during the visit, accompanied where appropriate by photographs.

c) A separate release including biography accompanied by photographs for women's pages and magazines.

d) A special communication with appropriate information to be sent to editors of editorial pages, with emphasis on the major papers along Eastern seaboard.

2. Briefing papers will be prepared as follows:

a) Background material on journalists who may be invited to Spain in advance (if time permits) together with a list of questions which they may ask.

b) A memorandum describing the rules that prevail when high personages or officials talk with the media in the United States, differentiating between "on the record", "off the record" and "not for attribution".

c) An advance memorandum on the backgrounds, political orientation, and any special attitudes toward Spain that have been expressed by the journalists who will attend the breakfast in Washington.

d) A similar memorandum describing the backgrounds and where known any special views held by the media executives who will attend the breakfast in New York.

e) A memorandum on the Senate and House Foreign Relations Committees.

f) A memorandum on the background of the industrialists who will be present at events in New York.

g) A background memorandum on the Kennedy Center for the Performing Arts.

h) A background memorandum on Walter Washington, the mayor of Washington, D.C.

i) A background memorandum on Governor Hugh Carey of New York State and Mayor Abraham Beame of New York City and other personages who may be involved in New York City activities.

3. Briefing papers also will be prepared as follows:

- a) A background memorandum on Mrs. Gerald Ford and her interests.
- b) A background paper on Columbia University.
- c) A background memorandum on the women journalists who will attend the breakfast in Washington.

4. Suggestions for Remarks

We will be available to review, to the extent appropriate, the text of remarks to be made on various occasions during the visit and provide suggestions where these might be helpful from a public relations standpoint. Such assistance, if desired, can be given relative to remarks on the occasion of:

- a) The Galvez statue unveiling ceremony
- b) The media breakfast in Washington
- c) The Kennedy Center event
- d) The media executive breakfast in New York
- e) The dinner in New York
- f) The unveiling of the memorial plaque to the Martyrs.

We would provide suggestions for any other of the appearances and/or presentations if desired.

5. Other suggestions for Remarks

- a) Upon receiving honorary degree at Columbia University
- b) At the meeting for the women journalists
- c) At the National Geographic Society

II. ACTIVITIES DURING THE VISIT

We will carry out the following activities during the visit:

A. Assist the Ministry of Foreign Affairs information officials in dealing with print, radio and television media, in the preparation and distribution of news releases, and other materials, and providing of special information that may be required by various editors and correspondents to meet their specific needs.

B. Provide senior personnel to be available for any assistance which may be needed by the Royal Party throughout the duration of the visit to the United States.

C. Maintain liaison with and assist the United States and the Spanish Press in the coverage of the visit.

III. POST TRIP ACTIVITIES

A very careful and extensive follow-up will be made to assure that news of the visit flows to the foreign press as well as American magazines, newspapers and other media.