

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, dissemination report, copy of political propaganda 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 is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of such documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. Finally, the Attorney General transmits an annual report to the Congress on the Administration of the Act which lists the names of all agents and the nature, sources and content of the political propaganda disseminated or distributed by them. This report is available to the public.

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, D.C. 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, D.C. 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 Burson-Marsteller 230 Park Avenue South New York, NY 10003	2. Registration No. 02469
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3. Name of foreign principal Center for Information and Business Development (CIDEM) Generalitat of Catalonia	4. Principal address of foreign principal 445 Park Avenue New York, NY 10022
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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:

<input type="checkbox"/> Partnership	<input type="checkbox"/> Committee
<input type="checkbox"/> Corporation	<input type="checkbox"/> Voluntary group
<input type="checkbox"/> Association	<input type="checkbox"/> Other (specify) _____

Individual—State his nationality _____

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

a) Branch or agency represented by the registrant. Center for Information and Business Development (CIDEM)

b) Name and title of official with whom registrant deals. Carlos Valero, 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

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 N/A

CB

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

N/A

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

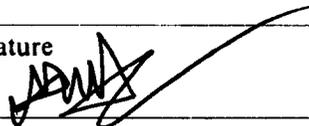
Subsidized in part by a foreign government, foreign political party, or other foreign principal..... Yes No

9. Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page may be used.)

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 controls it.

N/A

Date of Exhibit A 10/16/96	Name and Title Mikel Williams Managing Director Finance/Administration	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. This form shall be filed in triplicate for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

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Name of Registrant	Name of Foreign Principal
Burson-Marsteller	Center for Information and Business Development (CIDEM) Generalitat of Catalonia

Check Appropriate Boxes:

1. The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach three copies of the contract to this exhibit.
2. 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 three copies of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
3. 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 the expenses, if any, to be received.

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

Registrant will provide public relations, media relations, and counseling services to the foreign principal.

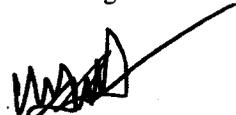
5. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

(See attached response)

6. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act?¹
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 response to #5)

Date of Exhibit B 10/16/96	Name and Title Mikel Williams, Man. Dir. Finance/Administration	Signature 
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¹Political 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.

Burson-Marsteller

230 Park Avenue South
New York, NY 10003.1566
212.614.5187

Ian R. McCabe
Managing Director

August 29, 1996

Mr. Carles Valero
Director
Center for Information and Business Development (CIDEM)
Generalitat of Catalonia
445 Park Avenue
New York, NY 10022

Dear Carles:

This letter will confirm our mutual agreement to amend the letter of agreement between CIDEM and Burson-Marsteller dated March 27, 1996. Specifically, the amendment will be an extension of the term of the agreement to include a commencement of services beginning September 1, 1996 and continuing until December 31, 1996, unless it is terminated earlier by either party giving the other thirty (30) days prior written notice.

All of the terms and conditions contained in the March 27 letter of agreement remain in effect.

Please indicate your acceptance and approval of the foregoing by signing in the spaces provided below.

Very truly yours,

BURSON-MARSTELLER

By: Ian R. McCabe Date: 8/29/96
Ian R. McCabe
Managing Director

Accepted and Agreed by:

Center for Information and Business Development (CIDEM)
Generalitat of Catalonia
New York

By: [Signature] Date: 8/29/96

Title: DIRECTOR

Burson-Marsteller

230 Park Avenue South
New York, NY 10003.1666
212 614.5187

Ian McCabe
Managing Director, Perception Management

LETTER OF AGREEMENT

March 27, 1996

Mr. Xavier Vilalta
Director for North America
Center for Information and Business Development (CIDEM)
Generalitat of Catalonia
445 Park Avenue
New York, New York 10022

Dear Xavier:

This letter will confirm the agreement entered into by and between CIDEM ("Client") and Burson-Marsteller ("B-M") pursuant to which B-M will provide public relations services described below to Client. The following terms and conditions shall apply to this Agreement.

1. **SERVICES**

B-M will render the following professional services as requested by Client in connection with this assignment:

- Research regarding companies and/or issues related to the Government of Catalonia's foreign investment promotion operations in North America;
- Production and/or distribution of investment promotion materials;
- Support for the organization, implementation, and follow up of "city visit" investment promotion efforts;
- Media relations; and
- Senior counsel related to the design and implementation of CIDEM's investment promotion efforts in North America and efforts to maximize the investment promotion value of such special events as the Fortune Global Forum that will take place in Barcelona in June.

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2. TERMINATION

a. The term of this initial Agreement shall commence as of ^{May 1} April 1, 1996, and continue until ~~June 30~~ June 30, 1996 unless earlier terminated by either party giving the other thirty (30) days' prior written notice. Client shall pay all charges and out-of-pocket/internal expenses incurred by B-M up to the effective date of such termination. Prior to that date, both Client and B-M will enter into discussions regarding the possible extension or expansion of this Agreement and the terms that would cover any new Agreement.

b. After the effective date of the termination of this Agreement and after payment of all sums due to B-M by Client, all property in B-M's possession belonging to Client pursuant to all contracts for services and materials entered into by B-M by Client shall be turned over and/or assigned to Client.

3. COMPENSATION

Client agrees to pay B-M for its services as follows:

a. Client will pay a monthly fee of \$5,000 to cover all professional services rendered as part of this Agreement. The scope of the work to be carried out against this monthly fee will be outlined through mutual agreement by both the Client and B-M on a monthly basis. The scope of work for this first month will be prepared during the first three days of April and the scope of work for subsequent months will be prepared during the last week of each preceding month. For its part, B-M will work to ensure that the scope of work to be carried out during each month can be done for an amount not to exceed the available budget. Should the Client request special or unanticipated services not covered by this fee, a separate budget will be presented for approval prior to undertaking any additional work.

b. Client will pay all reasonable out-of-pocket expenses, internal expenses, and other administrative costs incurred in completing all activities covered under this Agreement.

c. All invoices are due on or before the due date specified on each invoice.

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4. OWNERSHIP OF MATERIALS

All slogans and publicity materials submitted to Client by B-M while this Agreement is in effect are as between B-M and Client, the Client's property exclusively (subject to certain third party limited rights, such as licenses), provided that the Client pays for the materials.

5. INDEMNIFICATION

a. ***Client's Responsibility.*** Client is responsible for the accuracy, completeness and propriety of information that it provides to B-M concerning Client's products, services, organization and industry. Client is responsible for reviewing all publicity or other materials prepared by B-M under this Agreement to confirm that all representations, direct or implied, are supportable by objective data then possessed by Client, and to confirm the accuracy and legality of the descriptions and depictions of the products and services of Client and its competitors.

Client will indemnify and hold B-M harmless from and against all losses, damages, liabilities, claims, demands, lawsuits and expenses, including reasonable attorney's fees, that B-M may incur or be liable for arising out of or in connection with any of the following:

- o any publicity or other materials prepared or placed by B-M for Client, or other service performed by B-M for Client;
- o any alleged or actual defects in Client's products or services (including, without limitation, any claim for bodily injury or death); or
- o allegations that Client's activities violate or infringe upon the copyright, trademark, patent or other rights of any third party, or that Client's activities induce, promote or encourage the violation of or infringement upon the rights of any third party.

Client's obligations under this section 4 include payment for all time charges and expenses (including reasonable attorney's fees) incurred by B-M in connection with any subpoena, discovery demand or other directive having the force of law or governmental inquiry the response to which Client does not object, served upon B-M or any of its affiliates that relate to Client, its business or its industry that arises out of any litigation, proceedings or investigations involving Client.

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The terms and conditions of this section shall survive the termination of this Agreement.

b. ***Burson-Marsteller's Responsibilities.*** It will be the responsibility of B-M to make certain that the necessary contracts or releases have been obtained with or from those whose name and likenesses, testimonials, scripts, musical compositions, or similar materials or rights are used in the materials prepared under this Agreement, and B-M agrees to indemnify the Client against any liabilities and expenses the Client may incur as a result of B-M's failure to obtain the above-mentioned contracts or releases. It is expressly understood that the foregoing indemnification by B-M shall not apply in situations where the Client directly arranges or signs such contracts or release or agreements with third parties nor shall it apply where the claim arises from matters as to which B-M has advised Client of the risks involved and Client has agreed to accept those risks in which cases Client shall indemnify B-M.

c. ***Use of Information By Third Parties.*** B-M has no control over information once it has been issued to the media or another third party. B-M cannot assure the use of any material by any medium - print or electronic, nor the accuracy of what any third party publishes.

6. **AGENCY/CLIENT**

In purchasing materials or services on Client's behalf, B-M will be acting as Client's agent, and all orders placed and contracts entered into by B-M for such purposes with its suppliers and other persons may so state.

7. **ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement with respect to the subject matter hereof, and may only be modified or amended in writing signed by the party to be charged.

8. **CONSTRUCTION**

This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

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9. **TITLES**

Titles are for reference only. In the event of a conflict between a title and the content of a section, the content of the section shall control.

B-M and Client have indicated their acceptance and approval of the foregoing by signing in the spaces provided below.

Very truly yours,

BURSON-MARSTELLER

By:  Date: 4/18/96
Ian R. McCabe
Managing Director

Accepted and Agreed by:

Center for Information and Business Development (CIDEM)
Generalitat of Catalonia
New York

By:  Date: 4/18/96
Title: _____

Response to #5 (Exhibit B)

Burson-Marsteller will render the following professional services as requested by Client in connection with this assignment:

1. Research regarding companies and/or issues related to the Government of Catalonia's foreign investment promotion operations in North America.
2. Production and/or distribution of investment promotion materials.
3. Support for the organization, implementation, and follow up of "city visit" investment promotion efforts.
4. Media relations.
5. Senior counsel related to the design and implementation of CIDEM's investment promotion efforts in North America and efforts to maximize the investment promotion value of such special events as the Fortune Global Forum that will take place in Barcelona in June.

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