

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 Burson-Marsteller 1801 K Street, NW Suite 1000-L Washington, DC 20006	2. Registration No. 2469
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3. Name of foreign principal Invest in Finland Bureau	4. Principal address of foreign principal P.O. Box 800 Fin-00101 Helsinki, Finland
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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 Committee
 - Corporation Voluntary group
 - Association Other (specify) _____
- Individual-State nationality _____

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

- a) Branch or agency represented by the registrant.
Invest in Finland Bureau
- b) Name and title of official with whom registrant deals.
Nils-Christian Berg, Chief Executive

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

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

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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

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 controls it.

N/A

Date of Exhibit A JUNE 18, 1997	Name and Title KENNETH C. RIETZ PRESIDENT & CEO	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 Burson-Marsteller	2. Registration No. 2469
3. Name of Foreign Principal Invest in Finland Bureau	

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.

Registrant will provide public relations, media relations and counseling services regarding the promotion of foreign direct investment in Finland.

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

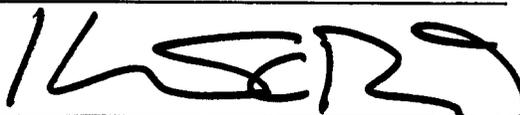
Burson-Marsteller will render the following professional services as requested by Client in connection with this assignment:

1. Research regarding companies and/or issues related to the Government of Finland'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 on "site visit" investment promotion efforts.
4. Media relations

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.

Relevant information provided in answer to item # 8.

Date of Exhibit B JUNE 18, 1997	Name and Title KENNETH C. RIETZ PRESIDENT & C.E.O.	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.

CLIENT AGREEMENT
(RETAINED)

AN AGREEMENT made this first day of March, 1997 between Invest in Finland Bureau ("the Client") and Burson-Marsteller whose registered office is situated at 230 Park Avenue South, New York, New York 10003 ("the Consultancy").

1. SERVICES

- 1.1 The Client hereby engages the Consultancy to provide public relations services in accordance with the programme which has been agreed between the parties with effect from March 1, 1997 on the terms and conditions hereinafter contained. The overall programme is outlined in Appendix A, attached hereto and incorporated herein by reference. It should be noted that whilst the overall programme describes a year's activity, it is the intention of both parties that the inward investment activity should continue into the following years, but does not bind the Client to continue this agreement beyond the year 1997 at the end of which this agreement may be terminated in accordance with Article 9.1 hereunder.

- 1.2 Specific activities and overall development of the Invest in Finland program will be determined following an initial Phase I -- Program Development period, as described in the attached Appendix A, with proposed budget included. Following final approval of the program after Phase I, Client agrees to pay Consultancy a fixed retainer of \$20,000 per month inclusive of all expenses.

2. FEE, DISBURSEMENTS AND EXPENSES

- 2.1 In consideration of the services rendered by the Consultancy, the Client shall pay the Consultancy as follows:

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For the services rendered in connection with Phase 1, the total budget specified in Appendix A shall be invoiced in two equal payments of \$20,000. The first invoice will be issued upon commencement of services and the second invoice will be issued upon completion of Phase 1 services.

If Client approves Phase II as specified in Appendix A, at the beginning of each month during the term of this Agreement Consultancy shall send Client an invoice for the fixed monthly retainer of \$20,000 as specified in Section 1.2 above.

The enclosed budget(s) and any subsequent budget shall not be exceeded without prior written agreement by the Client. Any amount seen to exceed the agreed fees should be reported to the Client and separately agreed upon before considered accepted by the Client.

- 2.2 All amounts stated in this Agreement are expressed to be without Value Added Tax and the Client hereby agrees to pay in addition to the amounts so stated all and any Value Added Tax which is or may become payable thereon, if applicable.
- 2.3 It is understood and agreed that Consultancy must obtain Client's prior approval before incurring any costs in addition to those covered by the monthly fee. All expenses will be itemized monthly.

3. PAYMENT TERMS

- 3.1 All fee(s) and expenses are to be paid in US Dollars within 30 days of the date of invoice.
- 3.2 The Consultancy will be entitled to charge interest at the rate of eight and one-quarter percent per annum on all invoices which remain unpaid after the relevant date.

4. REVISION OF FEES

- 4.1 Prior to each anniversary of this Agreement the parties shall meet to review the public relations programme for the ensuing twelve months and to adjust the fee stipulated in clause 2 above in the light of any changes to the programme and of the level of inflation that has prevailed over the preceding twelve calendar months, provided that the agreement has not been terminated.

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5. CONFIDENTIALITY

- 5.1 The Consultancy undertakes with the Client to keep secret any confidential information received from the Client or any information which comes to the notice of the Consultancy in relation to the Client and/or any of its subsidiary and associated companies and/or any customers of the Client (other than information already in the public domain) and not to use such information for any purpose other than the performance of its obligations under this Agreement.

The Client's confidential information shall include, but not be limited to, information and data relating to the Client's and its subsidiaries' businesses and their financial performance and results.

- 5.2 The Consultancy acknowledges that it will receive from time to time unpublished price sensitive information in relation to the securities of the Client or the customers of the Client and undertakes that it will observe and comply with the provisions of the Finnish and American legislation, and all other appropriate rules, regulations, codes of conduct of any statutory, competent or regulatory authority and/or stock exchange.

- 5.3 The Consultancy's obligations of confidentiality and non-use shall continue notwithstanding termination of this Agreement but shall not apply to any information or data which

- a) is public knowledge at the time of its receipt from the client
- b) becomes public knowledge otherwise than as a result of any act or default of the Consultancy.
- c) is received from a third party not under any obligation of confidentiality to the Client
- d) is required to disclose by law or any other statutory competent or regulatory authority and/or the Stock Exchange

- 5.4 The Consultancy shall ensure that the Client's confidentiality information is disclosed only to those of its directors or employees that need to have access to it for the purpose of performing the Consultancy's obligations under this Agreement. In the case of any categories of the Client's confidential information that the Client shall specify from time to time, the Consultancy shall disclose it only to those of its directors or employees whom the Client shall have nominated in writing to receive it, based on mutual agreement.
- 5.5 The Consultancy shall not (except as stated above) disclose any of the Client's confidential information to any third party without the Client's prior written consent.
- 5.6 The Consultancy shall make any of its Directors, employees, servants or agents to whom the Client's confidential information is disclosed aware of the obligations of confidence and non-user to which the Consultancy is subject under this Agreement.
- 5.7 On termination of this Agreement or any time at the Client's request, the Consultancy shall forthwith return to the Client or, at the Client's option, destroy all copies of the client's confidential information then in its possession and all other documents or materials in its possession insofar as they contain confidential information relating to the Client.

6. CONFLICT OF INTEREST

During the term of this Agreement, Consultancy agrees that none of its employees who are directly committed to ongoing work for Client or are involved in any specific project activity on behalf of Client will represent any other company/country, or person, either directly or indirectly, involved in inward investment activities from within the New Northern region which covers, Sweden, Norway, Denmark, Estonia, Lithuania, Latvia, Russia.

7. LIABILITY

- 7.1 The Consultancy shall not be liable for any delay in, or omission of, publication or transmission, or error in or claim arising from any work done by the Consultancy's unless caused by default or neglect on the Consultancy's part or on the part of any of its subcontractors.
- 7.2 Client is responsible for the accuracy, completeness and propriety of information that it provides to Consultancy concerning Client's products, services and organization. Client is responsible for reviewing all publicity or other materials prepared by Consultancy 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 description and depictions of the products and services of Client. Client will indemnify and hold Consultancy harmless from and against all losses, damages, liabilities, claims, demands, lawsuits and expenses, including reasonable attorney's fees, that Consultancy may incur or be liable for arising out of or in connection with any publicity or other materials prepared or placed by Consultancy for Client, or other service performed by Consultancy for Client which have been reviewed and approved by Client in advance.

8. COPYRIGHT

- 8.1 The copyright in all artwork, copy and other work produced by or assigned to the Consultancy remains with the Consultancy, subject to 8.2 below.
- 8.2 Provided the Client has complied with all the terms of this Agreement, including payment in full by the Client of all amounts due to the Consultancy following the termination of this Agreement, the Consultancy will, if so requested by the Client, assign to the client free of charge such copyright as the Consultancy owns or which has lawfully been assigned to the Consultancy, in work specifically commissioned by and prepared for the client. This applies also to the company database developed by the Consultancy. The database is updated and the updates transferred regularly to the central database with the Client.

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- 8.3 The Consultancy will not assign copyright in work and clause 8.2 above does not apply in relation to work based upon circulation lists and other materials which are for the benefit of the Consultancy's clients generally.

9. TERMINATION

- 9.1 This Agreement shall continue in force until the end of 1997. Notwithstanding the foregoing, the Client has the right to terminate this agreement any time by giving to the Consultancy at least sixty days prior notice in writing.
- 9.2 The Consultancy shall have the right to cease providing services and goods and to cancel commitments incurred for the Client and to treat this agreement as automatically terminated if the Client is materially in arrears on any payment due to the Consultancy.
- 9.3 In the event of termination of this Agreement the Client will pay to the Consultancy all amounts due to the Consultancy in respect of fees, costs, expenses, disbursements or otherwise to the date of termination including the notice period required by this Agreement.
- 9.4 On satisfaction in full of all amounts due to the Consultancy under this Agreement the Consultancy will so far as practicable co-operate with the Client to transfer any property or arrangements to third parties and/or the Client.

10. COMPLETE AGREEMENT

This document represents the entire agreement between the Consultancy and the Client and no variation of its terms shall be valid unless made in writing and signed by both the Consultancy and the Client.

11. GOVERNING LAW

This Agreement shall be construed, governed and interpreted in accordance with the laws of Finland. Any disagreement arising between the two parties as to the fulfillment of the terms of this agreement shall as a first step be settled amicably. The final venue for settling a dispute arising under this agreement shall be the City Court of Helsinki.

AS WITNESS the hands of the duly authorized representatives of each of the parties hereto:

Date 14 March 1997

SIGNED BY
duly authorized for and on behalf of

INVEST IN FINLAND BUREAU

Mika-Christi Berg - Kari - Leena Sipilä

SIGNED BY
duly authorized for and on behalf of

BURSON-MARSTELLER

[Signature]

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