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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.

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1. Name and address of registrant Burson-Marsteller 1801 K Street, NW, Suite 1000-L Washington, DC 20007	2. Registration No. 24699
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3. Name of foreign principal Government of Israel Economic Mission to North America	4. Principal address of foreign principal 800 Second Avenue New York, NY 10017
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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:

<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 nationality _____

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

a) Branch or agency represented by the registrant.
Economic Mission to North America

b) Name and title of official with whom registrant deals.
David Rubin, Economic Minister to North America

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

a) Principal address.
N/A

b) Name and title of official with whom 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

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 AUGUST 13, 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 Government of Israel Economic Mission to North America	

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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 Israel.

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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.

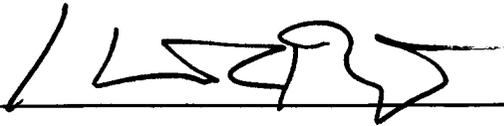
Burson-Marsteller will render the following professional services as requested by client in connection with this assignment:

1. Research regarding companies and/or issues related to Israel's Economic Mission 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 related to promotion of Israel's economic messages.

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 AUGUST 13, 1997	Name and Title KENNETH C. RIETZ PRESIDENT & CEO	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.

Burson-Marsteller

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ken_rietz@bm.com

Ken Rietz
President and CEO
Washington Region

July 24, 1997

Mr. David Rubin
Economic Minister to North America
Government of Israel Economic Mission
800 Second Avenue
New York, NY 10017

Dear Mr. Rubin:

We are hereby submitting this letter of Agreement under which Burson-Marsteller (hereinafter: "B-M") will serve as public relations counsel in the United States and Canada to the Government of Israel Economic Mission (hereinafter: "Economic Mission") for a period extending from June 1, 1997 through May 31, 1998, subject to the necessary budgetary approval of the public relations program for the year 1998.

1. Services

- 1.1 B-M will develop and implement a public relations and economic development plan hereinafter: ("the Plan") and use its best efforts to further the Economic Mission's reputation and interests.
- 1.2 The Plan will include activities designed to achieve the Economic Mission's public relations objectives and counsel the Economic Mission on public relations questions, opportunities and obstacles.

The Plan will be outlined in a separate document that will be provided to the Economic Mission no later than June 15, 1997.

- 1.3 The Plan shall be subject to modifications and/or additions mutually agreeable to both parties. It is understood that B-M shall not change any part of the Plan without receiving prior approval from the Economic Mission.

2. Performance of Services

- 2.1 The Plan will be carried out by B-M's personnel, who are committed to spend a certain amount of hours per week on the Plan.

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The Plan will also identify assigned personnel and their time commitments.

- 2.2 B-M will perform at all times, faithfully, industriously, and to the best of its ability, experience and talent all of the services described in the Plan. B-M shall report to and coordinate its activities with the Economic Minister and/or the Economic Mission's public relations consultant.

3. Israel-Based Professional

- 3.1 It is agreed that B-M will identify and retain a full-time Consultant (hereinafter: the "Consultant") in Israel through the term of this Agreement. The Consultant will support the consulting services rendered by B-M. The Consultant may be a B-M employee or a paid consultant chosen by the Economic Mission and B-M. B-M shall not bear the costs of any other Israel-based support under the budget that is provided for this program.
- 3.2 B-M shall be fully responsible for the consultant including, but not limited to, his or her remuneration and expenses, and for the services he or she provides.
- 3.3 The Ministry of Industry and Trade (hereinafter: "the Ministry") will provide the Consultant with office space and facilities at no cost to B-M. However, it is expressly agreed, that there is no employer-employee relationship between the Consultant and the Ministry or the Economic Mission.
- 3.4 The scope of the Consultant's services will be mutually agreed upon and outlined in a separate document exchanged between the Consultant and B-M, a copy of which will be provided to the Economic Mission.

4. Payment Terms

- 4.1 For all professional services rendered by B-M under the Plan of this Agreement, the Economic Mission shall pay B-M the sum of \$390,000 (three hundred ninety thousand U.S. dollars) per year (hereinafter: "the fee's). The fees, organized into 12 payments, will be billed monthly, at the beginning of each month of service. Of these fees, \$300,000 will be used to support the U.S.-based program and \$90,000, inclusive of all expenses in Israel, will be used to support the Israel-based Consultant.
- 4.2 In addition to the fees, the Economic Mission shall reimburse B-M for all reasonable internal and out-of-pocket expenses (hereinafter: "expenses") directly incurred and paid for by B-M in the performance of its service hereunder. In no event shall the total monthly expenses exceed \$5,000 (five thousand U.S. dollars), unless approved in writing by the Economic Mission. Expenses will be billed monthly, at the beginning of the month following the month in which they are expended.

- 4.3 All invoices issued by B-M containing charges for Consultant and B-M fees and expenses will specify in detail the activities undertaken by B-M and the Consultant for the period covered by the invoice. The invoices will be supported by back-up documentation.
- 4.4 The invoices shall be paid by the Economic Mission within thirty (30) days of receipt.
- 4.5 Air travel, domestic and international, must be approved by the Economic Minister in advance. Flights will be booked in "coach class", and hotel accommodations will be made in business hotels (such as the Marriott or Sheraton). Hotel arrangements in Israel will be made by the Center for Business Promotion on behalf of B-M.
- 4.6 In the event that B-M is required to undertake and execute services beyond the scope of the Plan, B-M will provide the Economic Mission with a detailed budget and an outline of the scope of work. Should approval for the budget and the scope of work be received, the additional services will be covered either by a separate agreement or an amendment to this document which must be signed by both parties prior to commencement of the services beyond the scope of the Plan.
- 4.7 The services outlined in the Plan anticipate work to be carried out by B-M staff in the United States and by the Israel-based Consultant only.

5. Record and Reports

- 5.1 B-M will maintain accurate records of all personnel working time and all out-of-pocket expenses and shall submit such a detailed report on a monthly basis to the Economic Mission.
- 5.2 B-M will provide the Economic Mission with comprehensive reports on the progress of the Plan on a quarterly basis.

6. Modification

- 6.1 Any modification of the Plan or the budget must be approved in advance and in writing signed by both the Economic Minister and B-M. Any change in the B-M personnel identified in the Plan must be approved in advance and signed in writing by the Economic Minister.

7. Term of Agreement, Extension and Termination

- 7.1 The term of this Agreement shall be for a period commencing on June 1, 1997 and terminating on May 31, 1998, subject to the necessary budgetary approval of the public relations program for the year 1998. Thereafter, this Agreement shall be automatically renewed for successive one-year periods, upon the same terms and conditions (including the necessary budgetary approval) and subject to termination as follows: either party may terminate this Agreement at any time by giving no less than 60 (sixty) days prior written notice of termination.

8. Indemnification

- 8.1 The Economic Mission agrees to indemnify and hold B-M harmless from and against all liabilities, including all actions, claims, damages, costs and reasonable attorney's fees which B-M may incur as a result of a breach by the Economic Mission of any representation, warranty or obligation made by it hereunder and B-M's use of any and all materials and/or information provided and/or approved by or at the direction of the Economic Mission, except if caused by the wrongful or gross negligent acts of B-M.
- 8.2 B-M agrees to indemnify and hold the Economic Mission harmless from and against all liabilities, including all actions, claims, damages, costs and reasonable attorney's fees which the Economic Mission may incur as a result of a breach by B-M of any representation of warranty or obligation made by it hereunder and claims relating to libel, slander, defamation, invasion of privacy, piracy, plagiarism, idea misappropriation and infringement of copyright, provided such claims are not based on materials and/or information provided and/or approved by or at the direction of the Economic Mission, in which case the Economic Mission shall similarly indemnify B-M.
- 8.3. It is understood that 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.

9. Conflict of Interest

- 9.1 If at any time during the term of this Agreement B-M anticipates assigning any B-M personnel, as identified in the Plan, to work on any project for any government, company or other entity whose interests represent a direct conflict with the specific goals outlined in the Economic Mission Plan, B-M shall notify the Economic Mission in advance of any such assignment. Upon such notification the Economic Mission shall have the option, at its own discretion, to request that such personnel be removed from servicing the Economic Mission's business and

that B-M provide a replacement acceptable to the Economic Mission. If the Economic Mission does not find any such replacement acceptable, the Economic Mission shall have the right to terminate this Agreement immediately. Upon such termination, the Economic Mission shall pay B-M all sums due B-M hereunder up to the date of such termination. Notwithstanding the foregoing, in no case shall any of the B-M personnel, as identified in the Plan, be permitted to share any information relating to the services being provided to the Economic Mission hereunder with any person, company or entity whose interests represent a direct conflict with the specific goals outlined in the Economic Mission Plan.

10. Confidentiality

- 10.1 B-M acknowledges its responsibility, both during and after the term of its appointment, to use all reasonable efforts to preserve the confidentiality of any proprietary or confidential information or data that came to its knowledge in connection with this Agreement or the Plan. Notwithstanding the foregoing, it is clearly understood that the preservation of such confidentiality shall not apply in circumstances when B-M is required by law to release such information in compliance with any court order or other directive having the force of law.

11. Economic Mission Property

- 11.1 Subject to any limited rights retained by third parties which B-M shall advise the Economic Mission of in advance, all rights to letterheads, videos, pamphlets and other collateral materials, writings, public relations plans, slogans, and other publicity materials (hereinafter "Material(s)") developed, prepared or furnished by B-M as part of the Plan or within the framework of this Agreement shall be deemed as the Economic Mission's property, provided the Economic Mission has paid B-M for the B-M invoice(s) specifically pertaining to each such Material(s). Nothing contained herein shall prevent B-M from being permitted to retain copies of such Materials as examples of work completed.

12. Non-Employment

- 12.1 During the period of this Agreement and for one(1) year after its termination, neither the Economic Mission nor B-M will, without the consent of the other, engage as an employee (either directly or indirectly) any person who it reasonably knows to be an employee or has been, for the last six months, an employee of the other.

13. Non-Transferability

- 13.1 This Agreement shall not be assigned or transferred by either party without the express written consent of the other party.

14. Governing Law, Jurisdiction

14.1 This Agreement shall be governed and construed in accordance with the laws of the State of Israel. B-M and the Economic Mission agree that any dispute arising out of this agreement which cannot be settled by the mutual consent of the parties shall be adjudicated by a court of competent jurisdiction located in the State of Israel.

15. Interpretation

15.1 Clause headings used herein are for the convenience of the parties and shall not affect the interpretation of the clauses thereof.

16. Integration Clause

16.1 This Agreement incorporates and supersedes any prior written or oral agreements, understandings or memorandums of the parties and may not be modified except in writing and signed by both parties.

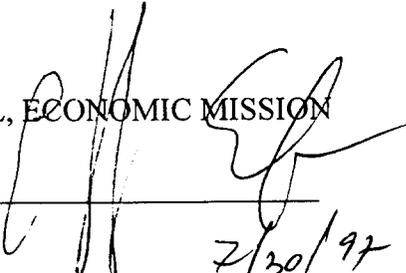
Both parties to this Agreement signify their approval of the terms and conditions contained herein by having their duly authorized representatives sign in the spaces provided below.

Sincerely,


Ken Rietz

Agreed to and accepted:

THE GOVERNMENT OF ISRAEL, ECONOMIC MISSION

By:  - 

Date: 7/28/97 7/30/97