

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 Ruder Finn & Rotman, Inc. 110 East 59th Street New York, New York 10022	2. Registration No. 1481
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3. Name of foreign principal Government of Bangladesh	4. Principal address of foreign principal Commonwealth Secretariat Marlborough House Pall Mall London SW1Y 5MX
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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.
Export Market Development Division

b) Name and title of official with whom registrant deals.
Mr. Roy L. J. Carter
Project Officer

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. Not Applicable

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

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INTERNAL SECURITY SECTION
REGISTRATION UNIT
Not Applicable

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

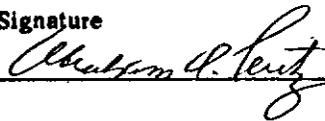
Subsidized in part by a foreign government, foreign political party, or other foreign principal Yes No

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

Not Applicable

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.

Not Applicable

Date of Exhibit A	Name and Title	Signature
July 5, 1983	Abraham D. Peritz, Treasurer	

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
Ruder Finn & Rotman, Inc.	Government of Bangladesh

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

As outlined in Appendix A of Contract

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SECTION
REGISTRATION

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

As outlined in Appendix A of Contract

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.

Date of Exhibit B	Name and Title	Signature
July 5, 1983	Abraham D. Peritz Treasurer	

^{1/} 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.

COMMONWEALTH SECRETARIAT

CABLES: COMSEGEN LONDON SW1
TELEX: 27678
TELEPHONE: 01-839 3411 EXT:

MARLBOROUGH HOUSE
PALL MALL
LONDON, SW1Y 5HX

YOUR REF:
OUR REF: EMD/BDE/14/35

7 June 1983

Dear Mr Mogelever

... I enclose three copies of our draft Agreement relating to a Buyer-Seller Meet in Houston, USA. If you find this acceptable, would you please sign the Agreement, initialling each page.

Please retain the top copy and return the duplicate and triplicate copies to me together with your invoice for the first instalment of fees due on signature of the contract.

Yours sincerely



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R L J Carter
Project Officer
Export Market Development Division

...
Mr Bernie Mogelever
Senior Vice President
Ruder Finn & Rotman
110 East 59th Street
New York
N Y 10022
USA

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LONDON

JUN 14 1983

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INTERNATIONAL DIVISION
LONDON

COMMONWEALTH SECRETARIAT

CABLES: COMSEGEN LONDON SW1
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YOUR REF:
OUR REF: EMD/BDE/14/35

7 June 1983

Ruder Finn & Rotman
110 East 59th Street
New York
N Y 10022
United States of America

Attn: Mr Bernie Mogelever

Dear Sirs

The Government of Bangladesh has requested the Commonwealth Secretariat (hereinafter called "the Secretariat") to arrange the provision of technical assistance relating to a Buyer-Seller Meet in Houston, USA. The Secretariat hereby offers RUDER FINN & ROTMAN (hereinafter called "the Consultants") a contract to provide such technical assistance to and for the benefit of the Government of Bangladesh.

2. The Consultants shall undertake the work in accordance with the terms of reference at Appendix A and according to the methodology laid down in their proposal of 31 May 1983 (which work is hereinafter called "the services"). The services shall be performed in accordance with the highest professional standards, and in carrying out the services the Consultants shall confer from time to time with the representatives of the Government of Bangladesh and observe their reasonable requests in relation to the performance of the services. The Consultants will promptly inform the Secretariat of any event, act or omission, whether of the Government of Bangladesh or otherwise, which may interfere with or delay the proper performance of the services.

3. The Contract to perform the services shall commence on the date of signature of the contract and shall continue for a period of six months from that date.

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4. Four copies of the draft report will be submitted to the Government of Bangladesh and two copies to the Secretariat within three weeks of the completion of the Buyer-Seller Meet. After discussions with the Government of Bangladesh and the Secretariat, fourteen copies of the final report will be prepared incorporating, inter alia, any additions or modifications reasonably required by the Government of Bangladesh, or which the Secretariat considers to be in the interest of the Government of Bangladesh. Ten copies will be forwarded to the Government of Bangladesh and four copies to the Secretariat.
5. a) The Secretariat shall, subject to Paragraph 11, pay the Consultants for the performance of the services a fee of \$43,000.
- b) In addition to the said fee, the Secretariat shall reimburse, in arrears, on application by the Consultants, the expenses necessarily incurred by the Consultants in the performance of the services up to a maximum of \$17,120. The expenses shall cover:
- i) air travel by economy class by the shortest route and where possible by a Commonwealth carrier;
 - ii) subsistence allowances at the prevailing United Nations rates for personnel performing the services;
 - iii) local travel in all countries in which the services are performed;
 - iv) such other incidental expenses as may be authorized by the Secretariat.
6. The Secretariat shall not be liable for any sum in excess of the limits stated in Paragraph 5 unless such liability is accepted and agreed in writing by the Secretariat before any action is taken by the Consultants which might result in their fees, costs or expenses exceeding the stated limits. The Consultants shall keep detailed records of all activities and expenditure and produce them to the Government of Bangladesh or the Secretariat on request.
7. In respect of fees, the Secretariat shall, subject to Paragraph 11, pay the Consultants the sum of \$17,200 on commencement of the services and receipt of an invoice, a further sum of \$17,200 on receipt of a draft report, and the balance of \$8,600 on delivery of a satisfactory final report on the project. The expenses necessarily incurred as described in Paragraph 5 shall be reimbursed in arrears on submission of invoices and, where appropriate, evidence of payment by the Consultants.

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8. The Consultants shall ensure that neither they nor any of their personnel will, during or at any time after completion of the services, disclose to third parties or make public, any of the confidential data or any other information acquired from the Government of Bangladesh or the Secretariat in the course of the performance of the services or contained in the report without prior authorization of the Secretariat or except in the proper performance of the services.

9. The Consultants shall not be entitled to ownership of or to retain possession of any reports, data or other information or materials collected, received or produced by the Consultants hereunder, and shall dispose of or deliver up the same as directed by the Government of Bangladesh or the Secretariat.

10. The Consultants shall not assign, transfer, sub-contract or make any other disposition of this Agreement or any part of its obligations or rights hereunder without authorization of the Secretariat.

11. a) In the event of the Government of Bangladesh deciding that it no longer requires the performance of the services by the Consultants, the Secretariat may at any time by notice in writing to the Consultants, terminate this Agreement. In that event and provided that there has been no default by the Consultants under this Agreement, the Consultants shall be entitled to be paid only such part of the fee referred to in Paragraph 5 as the Secretariat in its discretion considers is reasonably attributable to that part of the services which has been performed by the Consultants up to the time of the termination together with such expenses under Paragraph 5 as the Consultants have necessarily incurred up to the time of such termination. If the payments made on account of fees under Paragraph 7 above exceed the amount to which the Consultants are entitled upon termination under this paragraph, the Consultants shall refund the excess.

b) The Consultants shall not have any other right or remedy hereunder as a consequence of such termination, and termination of this Agreement under this paragraph will not relieve the Consultants of their liability for any default on their part under this Agreement occurring prior to the date of termination.

c) The right of termination given in Sub-paragraph 11 a) is in addition to the right of termination which either party may have by law in the event of a breach of contract by the other, or otherwise.

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7 June 1983

12. Any notice required to be served on either part will be deemed to be duly served if posted by registered mail or delivered by hand to the Secretariat in London or to the Consultants at their principal office in New York, USA.

13. The Agreement will in all respects be governed by and interpreted in accordance with the laws of England.

14. I shall be grateful if you will signify your acceptance of this Contract by signing and returning the two attached carbon copies.

Yours faithfully

C Bowman

C J Bowman
Chief Officer
Export Market Development Division

For and on behalf of RUDER FINN & ROTMAN and being duly authorized to sign on their behalf.

Bernard Mayer
.....
Senior Vice President

(Date) *June 14, 1983*
.....

TERMS OF REFERENCE
BUYER-SELLER MEET FOR BANGLADESH IN HOUSTON, USA

The USA is the largest single importer of Bangladesh products although the majority of exports so far have been to the eastern and western parts of the country. The Government of Bangladesh therefore proposes to hold a Buyer-Seller Meet in Houston in order to assist Bangladesh exporters to penetrate the southern markets in the USA and to help establish Bangladesh's credibility as a major supplier of exports.

The range of products to be exhibited and promoted through the Buyer-Seller Meet includes jute goods, carpets, frozen foods, tea, handicrafts, leather and leather goods, specialised textiles, ready-made garments, silk, handloom and hosiery products, ceramic and brassware and other manufactured products. About thirty established exporters/representatives of exporting houses will participate in the Buyer-Seller Meet together with counterpart officials from the Export Promotion Bureau.

The consultants will be required to assist with the organisation and promotion of the Buyer-Seller Meet in such a way as to secure the maximum possible response from potential buyers and the maximum possible volume of business for exhibitors. The consultants will provide technical assistance to the Export Promotion Bureau in four main areas:

- 1/ Market investigations and selection of products for the Buyer-Seller Meet.
- 2/ The promotion of the exhibition, including advertising and public relations aspects and the identification of potential buyers.
- 3/ The management of the exhibition.
- 4/ Monitoring the results obtained from this major trade promotion event.

The consultants will provide the following services:

I. Market investigations

- i/ Carry out market investigations on demand for Bangladesh products in the USA.
- ii/ Establish market preferences and trading conditions in the USA.
- iii/ Investigate distribution systems and identify potential major importers and wholesalers in the USA.
- iv/ Assist with the selection of priority Bangladesh products for promotion in the Buyer-Seller Meet.
- v/ Select and despatch counter samples to Bangladesh to illustrate

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[Handwritten signature]

quality and design requirements, packaging, etc.

- vi/ Provide advice to manufacturers on the adaptation and presentation of their products to suit market requirements in the USA.

2. Promotion

- i/ Work out and execute a comprehensive campaign strategy for publicity and advertising, including selection of newspapers, periodicals and trade journals and the preparation of a media schedule.
- ii/ Organise and execute the widest possible media coverage for the Buyer-Seller Meet including the preparation of press briefings, the organisation of press conferences, and - to the extent permitted by the budget - the production of radio and television spots.
- iii/ Design and produce promotional materials and printed matter, such as brochures, catalogues and posters including necessary copy writing, art work, and tapes, etc.
- iv/ Identify potential buyers and assist in buyer contact activity.
- v/ Organise the distribution of publicity and promotional materials through a direct mail campaign to target buyer segments, including the mailing of entrance tickets and catalogues to interested parties.
- vi/ Provide pre-exhibition registration services including the compilation of a list of respondents to the promotion campaign.

3. Exhibition Management

- i/ Selection and appointment of clearing and forwarding agents for exhibition samples and arrangement of freight insurance.
- ii/ Selection and appointment of exhibition stand contractor and decorator.
- iii/ Hiring of the exhibition space and associated facilities.
- iv/ Prepare a lay-out and design for the exhibition and exhibitors.
- v/ Organisation of the exhibition inauguration and reception including catering and decorations.
- vi/ Provision of show registration services and show office for the Export Promotion Bureau officials.

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BMM

vii/ Selection and appointment of exhibition security services, exhibition hostesses/girl guides, show photographer, and registered nurse.

viii/ Arrangement of public liability insurance.

4. Monitoring of results

During the period of the Buyer-Seller Meet the consultants will monitor the progress and response from buyers in the form of enquiries made, negotiations underway, and firm or prospective orders secured. After the Buyer-Seller Meet the consultants will report on specific items of work carried out by them, results achieved, effectiveness of individual elements of work carried out and suggested follow-up measures by the Export Promotion Bureau and individual exporters.

The consultants will work in close collaboration with the counterpart officials of the Export Promotion Bureau of Bangladesh who will be responsible for all decisions relating to policy and implementation of that policy relating to the Buyer-Seller Meet within the budgetary framework agreed by the Commonwealth Secretariat. The consultants, in undertaking their duties as detailed above, will be required to associate the officials of the Export Promotion Bureau with the execution of all work relating to the preparations for and the holding of the Buyer-Seller Meet. They will keep the local EPB representatives and the Commonwealth Secretariat fully and regularly informed with progress of the work entrusted to them.

The consultants will be required to visit Bangladesh during Stage 1 of the project in order to familiarize themselves with Bangladesh industry and the range of products which it is intended to display at the Buyer-Seller Meet, to assist with the selection of priority products, and where necessary to advise manufacturers on product adaptation and presentation to suit market requirements.

The consultants' fees and reimburseable expenses, as defined in the consultants' contract, are intended to meet the costs of consultancy services and direct expenses in performing those services. Additional funds have been allocated to cover the costs of participation of the counterpart officials from the Bangladesh Export Promotion Bureau and the Bangladesh businessmen participating in the Buyer-Seller Meet. Expenditure on the preparations for and the holding of the Buyer-Seller Meet, i.e. the direct costs of the exhibition, are to be met from separate provisions. These are detailed in Appendix B.

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BUDGET
(Revised)

BUYER-SELLER IN HOUSTON FOR BANGLADESH

	\$
A. <u>Exhibition Costs</u>	
Rental of exhibition space	7,000
Construction, decoration & dismantling of stands & supply of services	11,500
Security services	2,500
Reception services/guides & registration facilities	2,500
Insurance	1,000
Contribution to freight costs outward and return	6,000
Contribution to customs clearance, warehousing, handling, trucking, packing of exhibits	5,500
Advertising and publicity	15,000
Printing of promotional materials:	25,000
posters	
brochures	
catalogue	
stationery	
badges, notices	
photography, etc.	
Direct mail costs	18,000
Communications: postage, telephone and telex	6,000
Entertainment (inaugural reception)	4,000
	\$104,000

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