

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. 2469
3. Name of foreign principal Government of Indonesia		4. Principal address of foreign principal Drs. Soegito Sastromidjojo Secretary General Dept. of Finance Jl. Lapangan Banteng Timor No. 2-4 Jakarta, 10710
5. Indicate whether your foreign principal is one of the following type:		
<input checked="" type="checkbox"/> Foreign government		
<input type="checkbox"/> Foreign political party		
<input type="checkbox"/> Foreign or <input type="checkbox"/> 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) _____		
<input type="checkbox"/> Individual—State his nationality _____		
6. If the foreign principal is a foreign government, state:		
a) Branch or agency represented by the registrant. Department of Finance		
b) Name and title of official with whom registrant deals. Dr. Soegito Sastromidjojo Secretary General Department of Finance		
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		

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 4-15-92	Name and Title Patrick Ford Executive Vice President	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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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, D.C. 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, D.C. 20503.

Name of Registrant	Name of Foreign Principal
Burson-Marsteller 230 Park Avenue South New York, NY 10003	Government of Indonesia

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 three 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 three 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 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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REGISTRATION UNIT
CRIMINAL DIVISION

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

The communications program will help improve understanding for Indonesia by addressing issues and taking advantage of international opportunities to communicate Indonesia's economic development record.

5. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal. Consultants will conduct research on issues facing Indonesia, develop case materials, conduct targeted distribution of case materials, train and support spokespersons, monitor issues on an ongoing basis and provide strategic responses to issues surfaced by monitoring.

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.

The registrant expects to engage in political activities on behalf of the foreign principal. To the extent such activities are engaged in, the registrant will report these activities in detail in its supplemental filings, as required by FARA.

Date of Exhibit B 4-15-92	Name and Title Patrick Ford Executive Vice President	Signature <i>Patrick Ford</i>
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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, New York 10003

March 31, 1992

Drs. Soegito Sastramidjojo, MA.Sc.
Secretary General
Department of Finance
Jl. Lapangan Banteng Timur No. 2-4
Jakarta 10710

Dear Drs. Sastramidjojo:

We are pleased to submit this letter outlining the terms under which Burson-Marsteller (hereinafter "B-M") and Smith McCabe, Ltd. (hereinafter "SML") will provide public affairs counsel and support to the Government of Indonesia, (hereinafter "GOI"). It is understood that the public relations, public affairs program for the GOI has been developed by B-M and SML and that all work to be carried out under this program will be done cooperatively by B-M and SML. For purposes of this agreement, however, and to facilitate payment B-M will serve as the agency.

1. This agreement will cover work to be carried out during the nine-month period from April 1, 1992 to December 31, 1992. The agreed program of activities to be carried out during this period is described in the attached document labelled "appendix 1" and incorporated hereto by reference.
2. It is understood that the GOI has made available a budget of US\$950,000 for this program. This budget is to cover professional fees for staff, consultants, and associates of B-M and SML and reimbursement of any out-of-pocket expenses incurred in carrying out the program. The GOI agrees to pay B-M US\$450,000 when this agreement is signed and work commences. Another payment of US\$250,000 will be made on July 1, 1992, and a third payment of US\$250,000 on September 1, 1992.
3. GOI agrees to pay B-M for all costs incurred by B-M and/or SML in providing services requested by GOI. B-M will keep accurate records of all staff time and expenses and will provide GOI with a detailed activity and financial report on a quarterly basis. The final report, to be submitted after December 31, 1992, will summarize all staff time and expenses and indicate whether any balance is due from GOI to B-M or whether a refund is due from B-M to GOI. If a refund is due, GOI may elect to have it applied against future work. To the extent actual costs exceed the payments of estimated costs, B-M will invoice GOI for the amount due B-M and GOI will pay that amount by the 15th day of the month following the month the reconciliation is issued.
4. It is understood that B-M and SML cannot undertake to verify the facts supplied to them by GOI or factual matters included in material prepared by B-M and/or SML which will be GOI's responsibility. GOI will be responsible for reviewing all

publicity or other materials prepared by B-M and/or SML to confirm that all representations, direct or implied, are supportable by objective data then possessed by GOI and to confirm the accuracy and legality of the descriptions and depictions of GOI, its associated agencies. GOI will indemnify and hold harmless B-M and SML from and against any and all losses, claims, damages, expenses, liabilities, lawsuits and expenses (including reasonable attorney's fees) which B-M and/or SML may incur based upon information, representations, reports, data, or releases furnished or approved by GOI or its representatives for use or release by us, whether or not B-M and/or SML prepared or participated in the preparation of such materials, or in connection with any publicity or other materials prepared or placed by B-M and/or SML for GOI. GOI agrees also to reimburse B-M and/or SML for any expenses incurred by B-M and/or SML in connection with any litigation, governmental inquiry or other action, commenced or threatened against GOI.

5. In purchasing materials or services on GOI's behalf, B-M and SML act as GOI's agent and may state this relationship in contracts and orders.

6. It is agreed that any disputes regarding this agreement will be subject to the laws and courts of the State of New York.

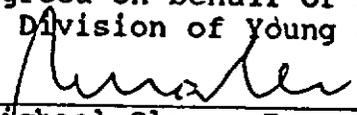
7. This agreement covers a nine-month period, beginning April 1, 1992 and ending December 31, 1992. Either party may terminate the agreement by giving 60 days written notice. GOI will pay B-M all charges, including out-of-pocket and internal expenses, under this agreement incurred up to the effective date of termination. The agreement may also be extended beyond December 31, 1992 by mutual consent.

8. This agreement constitutes the entire agreement with respect to the matters it contains. It can be modified or amended only by a written document which is enforceable only if signed by the party against whom enforcement is sought.

B-M and GOI indicate their acceptance of this agreement by having their respective duly authorized representatives sign in the spaces provided below.

Sincerely yours,

Agreed on behalf of Burson-Marsteller
A Division of Young & Rubicam L.P.



Michael Claes, Executive Vice President

date: 31 March 1992.

Agreed on behalf of the Government of Indonesia:



Drs. Soegito Sastromidjojo, MA.Sc.
Secretary General

date: 31 March 1992.