

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 Lipsen, Whitten & Diamond 1725 DeSales Street, NW, Suite 800 Washington, DC 20036	2. Registration No. 3586
3. Name of foreign principal AEA Technology	4. Principal address of foreign principal Culham Laboratory Abingdon, Oxon OX14 3DB

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:
 - Partnership
 - Corporation
 - Association
 - Committee
 - Voluntary group
 - Other (specify) _____
- Individual—State his nationality _____

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

- a) Branch or agency represented by the registrant.
- b) Name and title of official with whom registrant deals.

N/A

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

N/A

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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

Engaged in nuclear research, with particular emphasis on power generation and clean up of hazardous materials.

b) Is this foreign principal

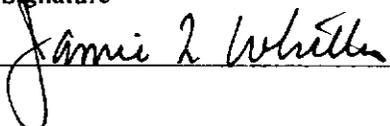
- Owned by a foreign government, foreign political party, or other foreign principal Yes No
- Directed by a foreign government, foreign political party, or other foreign principal..... Yes No
- Controlled by a foreign government, foreign political party, or other foreign principal Yes No
- Financed by 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.)

AEA Technology is heavily regulated by the laws of the United Kingdom as are equivalent facilities in the U.S.

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.

AEA Technology is a privately owned corporation whose stock is publicly traded.

Date of Exhibit A February 20, 1992	Name and Title Jamie L. Whitten, Partner	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
Lipsen, Whitten & Diamond	AEA Technology

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.
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.

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

This firm will survey all U.S. government contracts which AEA is eligible to bid for, and is interested in bidding for, and will facilitate the preparation of the actual bids, advise the client on government contract law, and will introduce the client to U.S. companies which may be interested in joint ventures.

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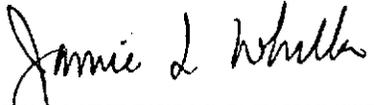
5. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

See Answer to Number 4.

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 Answer to Number 4. The definition of "political activities" may cover contacts with U.S. government contracting officers so this response is affirmative.

Date of Exhibit B	Name and Title	Signature
February 20, 1992	Jamie L. Whitten, Partner	

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.

AGREEMENT NUMBER TF 051821 BD

AEA TECHNOLOGY
CULHAM LABORATORY

MEMORANDUM OF AGREEMENT BETWEEN

AEA TECHNOLOGY

AND

LIPSEN WHITTEN AND DIAMOND

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DEPT. OF JUSTICE
GENERAL INVESTIGATIVE
DIVISION

AEA TECHNOLOGY
CULHAM LABORATORY
ABINGDON
OXON
OX14 3DB

ARTICLES OF AGREEMENT

This AGREEMENT is made by and between the UNITED KINGDOM ATOMIC ENERGY AUTHORITY (hereinafter referred to as 'AEA Technology'), Culham Laboratory, Abingdon, Oxfordshire OX14 3DB and LIPSEN WHITTEN AND DIAMOND (hereinafter referred to as 'the Consultant') of 17-25 DeSales Street NW, Eighth Floor, Washington, DC 20036 (Telephone 202/659-6540; Telefax 202/659-5730) and is considered as an Agreement made in England and subject to English law.

Now it is agreed:-

1. AEA Technology do hereby engage the Consultant for the period of this Agreement to:
 - (a) undertake intelligence gathering activities relating to emerging major R & D contract opportunities with the Federal Government, Corporations and other institutions in the United States of America;
 - (b) effect introductions to key potential customers.

The efforts of the Consultant shall be focused initially in the following areas:

- Accelerator Technology
- Risk Assessment
- Environmental Technology and Services
- Non Destructive Testing

However, it is expected that other opportunities will be added to this list over the period of the agreement.

2. The Agreement is deemed to have commenced on 1 November 1991 and shall end on 31 March 1992 subject to termination by either party giving one month's notice of such termination in writing, such notice to be expressed to expire on the last day of the month.
3. The Superintending Officer (SO) for this work is Mr D C Richardson (see further information sheet).
4. The Consultant shall be required to provide monthly summaries of both activities undertaken on behalf of AEA Technology and future prospects for AEA Technology. These shall be submitted to the SO.
5. AEA Technology shall have the discretion not to accept any recommendation made by the Consultant.
6. The Consultant shall assign to AEA Technology the copyright in all documents which may be prepared by them for AEA Technology under the Agreement and AEA Technology shall have the right to make such use as they think fit of such documents without further payment to the Consultant.

7. The Consultant undertakes to keep confidential and not to divulge without AEA Technology's express permission to any third party, nor to make use whatsoever (save as may be necessary for the purposes of this Agreement) of any information relating to AEA Technology's plant equipment and processes that may come into their possession as a result of this Agreement.
8. In consideration of the services provided by the Consultant and outlined in Clause 1, AEA Technology agree a fixed fee of £30,000 (thirty thousand pounds).
9. An invoice quoting the Agreement number should be submitted to Bill Certification Section (see further Information sheet) upon completion of the work. This invoice will be settled by AEA Technology before 1 May 1992.
10. IN WITNESS WHEREOF, AEA Technology and the Consultant have caused this Agreement to be executed by their duly authorised representatives.

UNITED KINGDOM ATOMIC ENERGY AUTHORITY

By *Philip P. Watts*
For AEA Technology

Date *28.11.91*

By *B. E. L. Price*

Date *10 Dec 1991*

FURTHER INFORMATION

Further information may be obtained from:-

Technical Matters (Superintending Officer)

Contact: Mr D C Richardson
Address: INTEC
AEA Technology
Culham Laboratory
Abingdon
Oxon
OX14 3DB

Telephone: 0235 521840
Extension: 3234
Facsimile: 0235 463682

Contractual Matters

Contact: Mrs P Watts
Address: Purchasing and Supply Department
AEA Technology
Culham Laboratory
Abingdon
Oxon OX14 3DB

Telephone: 0235 521840
Extension: 3650
Facsimile: 0235 464154

Bill Certification Section (address to which invoices must be sent)

Contact: The Accountant
Address: Bill Certification Section
Building E2
AEA Technology
Culham Laboratory
Abingdon
Oxon
OX14 3DB

Telephone: 0235 521840
Extension: 3507
Facsimile: 0235 463682

For Official Use

Job No 9.41.14 Nominal Code.....
