

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  
**Shandwick North America, Inc.**  
**One Canterbury Green**  
**Stamford, Connecticut 06902**

2. Registration No.  
**4521**

3. Name of foreign principal  
**Ministry of Tourism - The Bahamas**

4. Principal address of foreign principal  
**Bay Street**  
**P.O. Box N 3701**  
**Nassau, N.P. Bahamas**

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. **Ministry of Tourism**
- b) Name and title of official with whom registrant deals. **Michael G. Carberry**  
**Executive Vice President**

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

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 REGISTRATION UNIT  
 None

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

None

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.)

None

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.

None

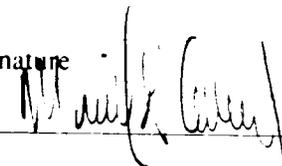
Date of Exhibit A

29 MAR 91

Name and Title

Michael G. Carberry  
Executive Vice President

Signature



**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
Shandwick North America, Inc.	Ministry of Tourism - The Bahamas

Check Appropriate Boxes:

1.  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.

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To provide public relations services in the United States to promote tourism in The Bahamas.

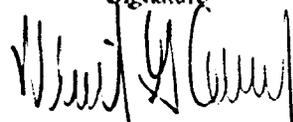
5. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Same as 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?<sup>1</sup>

Yes  No  None

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
29 April 91	Michael G. Carberry Executive Vice President	

<sup>1</sup>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.



TELEPHONE: 27500

CABLE ADDRESS: "BAHMINTOUR  
NASSAU"

BAY STREET  
P.O. BOX N 3701  
NASSAU, N. P.  
BAHAMAS

MINISTRY OF TOURISM  
NASSAU, BAHAMAS

REF \_\_\_\_\_  
IN REPLYING PLEASE  
QUOTE THIS REFERENCE

October 29, 1990

Mr. Michael Carberry  
Managing Director  
Shandwick North America  
c/o Henry J. Kaufman & Associates Inc.  
2233 Wisconsin Avenue, N.W.  
Washington, D.C. 20007  
U.S.A.

INTERNAL SECURITY  
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Dear Mr. Carberry: -

I am pleased to confirm the appointment of the Shandwick <sup>LTD</sup> ~~Company~~ <sup>Group</sup> as the Public Relations agency for The Bahamas.

This appointment is effective on the 1st of January, 1991 and shall continue in force until termination by you or us in accordance with the conditions hereinafter stated.

It is understood that this appointment covers world-wide Public Relations and Film Production solicitation in furtherance of the perception and image of The Bahamas in general as well as a desirable venue for tourism and related investments. It is also understood that this appointment is made by us and accepted by you with the following additional terms:

I. COMMITMENTS: No commitments to outside parties will be made by you on behalf of the Ministry unless authorized by us.

II. AGENCY SERVICES:

Agency will:

- (1) analyze and study The Bahamas marketing and promotional requirements and prepare recommendations for public relations, publicity, and other promotional plans as well as recommend synergistic strategies which can be integrated and supportive of the Ministry's advertising and sales plans and activities, as well as advise us on other public or Government relations as occasions arise.

-2-

- (2) purchase and engage facilities, talent and other outside services as may be required and authorized by the Ministry.
- (3) perform other appropriate services requested by us and mutually agreed upon.

### III. FEE COMPENSATION

- (1) Fee compensation and out-of-pocket budget will be determined for each calendar year in advance.
- (2) Shandwick <sup>LTD</sup> Company will subcontract to Caroline Jones Agency the following programs:

African American Public Relations

On-Shore Tourism Awareness

The budget for 1991 will be communicated to you by December 15, 1990. Thereafter during the continuation of this appointment, annual budgets will be communicated to you during the month of December.

### IV. PAYMENT:

(1) The said FEE COMPENSATION will be remitted to the Shandwick Company in ten (10) payments each of the first being made on 1st February and the last on 1st November 1991.

(2) All other expenses will be invoiced by you at net cost with appropriate back-up on a monthly basis. We shall remit to the Shandwick Company <sup>LTD</sup> quarterly in advance against these expenses and the account will be reconciled each quarter.

### V. PUBLIC STANDARDS:

You will endeavour in accordance with highest industry standards to assure the accuracy, legality, and propriety of information concerning Bahamian products and services which are supplied to you. We shall maintain in our possession and make available to you adequate substantiation for all claims and representations regarding Bahamian products or services made in all public relations material and other matters published or otherwise disseminated to the public by your agency.

Nothing in this agreement shall be deemed to require that you undertake or do any act or perform any service which, in your judgement, would be false, misleading, libelous, unlawful or otherwise prejudicial to our mutual interests.

#### VI. INDEMNIFICATION:

You should obtain releases, licenses, permits and other authorization to use photographs, copyrighted material, art work or any other property or rights belonging to third parties (except Trademarks unknown to you) obtained by you for use in performing services for us and shall save us harmless from all claims, demands, expenses (including reasonable attorney's fees), liabilities, suits and proceedings (including any brought in or before any court, administrative body, arbitration panel or other tribunal) against or involving us on account of or arising out of such use. We shall obtain the same for any such items obtained by us which are used by you in performing such services and shall similarly save you harmless with respect to such use, and from all claims, demands, expenses (including reasonable attorney's fees), liabilities, suits and proceedings (including any brought in or before any court, administrative body, arbitration panel or other tribunal) against or involving you on account of or arising out of any assertions, claims, slogans, headlines, or the like, made for any Bahamas product or services of any of the products or services of any of the products or services of our competitors in any publicity material or any other material which you may prepare for us and which we approve before its publication, broadcast or other dissemination, to the public as well as for claims, demands, expenses, liabilities, suits and proceedings as set forth above, arising out of the nature or use of Bahamas products or services.

#### VII. INSPECTION:

All of your contracts, correspondence, books, accounts and other sources of information relating to our business will be made available at your office for inspection by our authorized representatives during ordinary business hours.

#### VIII. PROGRAMS AND REPORTS

- (1) You will prepare and submit for approval a public relations programme, in a format to be mutually agreed, for each calendar year in the preceding October of each market worldwide to be identified by the Agency and the Client.
- (2) You agree to provide us with monthly progress reports on or before the 15th of the following month.

IX. DURATION OF AGREEMENT:

- (1) This agreement shall remain in force until terminated by either party giving the other party notice by registered letter to its place of business at least ninety (90) days prior to termination.
- (2) Unless otherwise agreed by you following notice of termination, your rights, duties and responsibilities shall continue in full force and effect during the period of notice (whether it be ninety (90) days or more) and you shall be entitled to all fee compensation and applicable expenses for that termination period. (The fee compensation shall be adjusted on a pro rata basis in accordance with the date of termination.) This provision is not in the nature of a penalty but is to permit orderly adjustment of your personnel allocation and financial planning, and allow us to utilize public relations services other than yours even though this agreement has come to its end.
- (3) In the event that a new letter of agreement has not been executed for the following year by December 31, 1991 and no notice of termination has been given by either party, this agreement shall remain in effect (i.e., fees with applicable expenses shall be the same as in 1991 until such time as the new agreement has been executed, and it being understood provisions shall be retroactive to January of the year covered in the new letter of agreement).

X. TERMINATION

- (1) After expiration of the period of notice, no rights or liabilities shall arise out of this relationship, regardless of any plans which may have been made for future public relations services, except that any non-cancellable contract made on our authorization (or any uncompleted work previously approved by us either specifically or as part of a plan), and still existing at the expiration of the period of notice, which contracts were or could not be assigned by Agency to us or our assignee, shall be carried to completion by you and paid for by us.
- (2) Upon termination of this agreement, you shall transfer, assign and make available to us, or our representative, all property and materials in your possession or control belonging to and paid for by us, and all information regarding our public relations program. You also agree to give all reasonable cooperation toward transferring, with approval of third parties in interest all assignable reservations, contracts and agreements with the media, or others, for space, broadcast time or materials yet to be used and all rights and claims thereto and therein upon being duly released from the obligation thereof.

- (3) Upon termination, public relations plans and ideas prepared by you for us whether or not used by us prior to the date of termination may be used by either party.

XI. RELATIONSHIP:

Agency is acting as a Bahamas Ministry of Tourism agent in rendering services herein, including but not limited to, the making of purchases herein (only to the extent approved by Client).

XII. FORMATION OF BAHAMIAN REGISTERED COMPANY:

A Bahamian Registered Company should be formed as soon as possible with whom a formal contract will be executed.

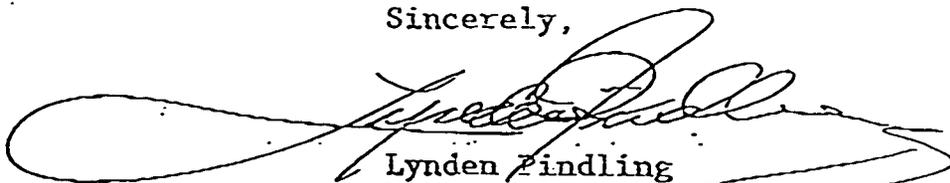
XIII. GOVERNING LAW

This letter shall be construed in accordance with and be governed by the Laws of the Commonwealth of The Bahamas.

I trust this letter will serve as the basis for any such formal agreement.

We look forward to a long and mutually beneficial relationship.

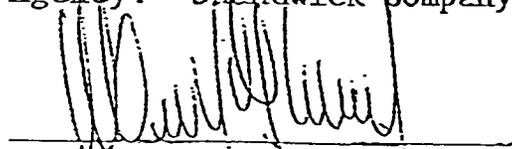
Sincerely,



Lynden Pindling  
Prime Minister and  
Minister of Tourism

ACCEPTED AND AGREED:

Agency: Shandwick Company



Michael Carberry  
Managing Director

8 Dec 90

Date