

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 APCO Associates Inc., 1155 21st Street, NW, Washington, DC 20036	2. Registration No. 4561
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3. Name of foreign principal Costa Rican Investment & Development Board (CINDE)	4. Principal address of foreign principal P.O. Box 7170-1000 San Jose, Costa Rica
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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:
 - Partnership
 - Corporation
 - Association
 - Committee
 - Voluntary group
 - Other (specify) private non-profit organization
- Individual—State his nationality _____

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

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

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

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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

The foreign principal is a private non-profit organization established to promote investment and development in Costa Rica.

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.)

The foreign principal receives some, but not all, of its financial support from the Government of Costa Rica.

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.

The foreign principal is a private non-profit organization controlled by a board of directors comprised primarily of business leaders. The General Manager is Mr. Oscar Cabada.

Date of Exhibit A	Name and Title	Signature
8-29-94	Margery Kraus, President and CEO	

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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Name of Registrant	Name of Foreign Principal
APCO Associates Inc.	Costa Rican Investment & Development Board (CINDE)

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

The Registrant will assess Costa Rica's foreign investment opportunities and its competition with other markets. The Registrant also will develop promotion strategies for specific industries and then undertake an investment promotion program.

As described in the attached contract, the Registrant will receive fees of \$130,000.00 plus out-of-pocket expenses during 1994. The duration of the agreement is expected to be approximately eight months.

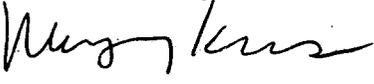
5. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

The Registrant will assess Costa Rica's foreign investment opportunities and its competition with other markets. The Registrant also will develop promotion strategies for specific industries and then undertake an investment promotion program.

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 will contact U.S. corporate representatives and the media concerning investment opportunities in Costa Rica and may, on occasion, contact U.S. Government or state or local government representatives to obtain information concerning trade with, and investment and economic development in, Costa Rica.

Date of Exhibit B	Name and Title	Signature
8-29-94	Margery Kraus President and CEO	

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.

CONTRACT OF SERVICES

We, the **COSTA RICAN INVESTMENT AND DEVELOPMENT**, Costa Rican Chapter number 3-002-0562-16 (three-zero zero two zero five six one five two -one six), hereinafter called **CINDE**, represented by the General Manager, Mr. Oscar Cabada, with the necessary power for this act, as one contracting party; **APCO ASSOCIATES INC.**, 1155 21 Street, N.W., Suite 1000, Washington, DC 20036, hereinafter called **APCO**, represented by it's President and CEO, Ms. Margery Kraus, with the necessary power for this act, as the other contracting party, have agreed to the following contract of services, which will be regulated by the Costa Rican law as well as the following clauses:

FIRST: **CINDE**, contracts in this act, **APCO** to develop a promotion campaign, for Costa Rica's free zones as a preferred location for U.S. investment.

SECOND: This contract shall become effective upon approval signature by both contracting parties, and will include the period from July 6, 1994, to March 31, 1995; date that the contract will expire.

THIRD: This contract will be composed of two elements: (a) Strategic Assessment; and (b) Promotion campaign.

(a) Strategic Assessment:

(1) CINDE's responsibilities will be to:

i) Collect all relevant information on the competitive factors of Costa Rica and its Free Zones, including: political stability, geography, infrastructure, transportation, labor, financial, laws and regulation, tax incentives and other incentives.

ii) Provide data on Costa Rican foreign trade and trade data on Costa Rican exports and imports in general.

iii) All these information will be provided to **APCO** two weeks after **APCO** send a list of required information.

(2) APCO's responsibilities will be to:

i) Analyze and process information of the comparative strengths of Costa Rica and its free zone systems to attract investment. This analysis should be given to **CINDE**, not later than august 31, 1994.

ii) Collect, analyze and process information on the investment climate and the free zones operation conditions related to Mexico, Honduras, El Salvador and Dominican Republic.

iii) Provide a final report, including the result of the

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analysis, referring to:

- The comparative advantages of Costa Rica based on the following factors: Political stability, geography, infrastructure, transportation, labor, financial and others as agreed.
- The comparative advantages of the Free Zones in Costa Rica, based on the following factors: duty exemptions, tax incentives, financial incentives, labor support, administrative support and others as agreed.
- Comparative strengths and weaknesses related to the competitive factors described above, would be based on assessments of other markets and Free Zones: Mexico, Honduras, El Salvador and Dominican Republic.
- APCO will analyze industry data and trends, export and import data and other information to identify the U.S. industries to target (based on a four digit SIC code).
- APCO will recommend specific promotion strategies for the industries identified above. The promotion strategies will include the reasoning for the selection of the strategy and the approach to be used.

(b) Promotion strategies:

APCO will develop a promotion program, providing at least 300 quality leads under the scope of the following work described. This promotion program may use one or more strategies:

- Direct mail: personalized, highly-targeted mailing.
- Advertising: for specialized magazines.
- In-house telemarketing: High-level callers to highly-targeted companies.
- Placement of Articles in Trade Press for priority sectors: Writing and placing articles in specialized publications.
- Events: trade shows and seminars: One in USA on september 26, 1994 with at least 25 participant companies. Other ones to be agreed on.
- Investment Mission: APCO could arrange at least one investment mission of U.S. executives to visit Costa Rica in 1994.

FOURTH: A quality lead is defined as the name of a CEO, President, Executive Vice President or a key executive with

decision power from a company who is interested either in visits Costa Rica, or receiving a presentation on the business climate of Costa Rica, by a CINDE representative. The company must have a minimum of 20 employees in the United States, and annual sales of at least 5 million dollars. The investment interest must be for export related activities in the Free Zones.

FIFTH: CINDE will pay APCO's services as follows:

(a) CINDE will pay to APCO an amount of US\$ 30.000.00, as follows: A week after the signature of this contract, CINDE will pay an amount of US\$ 10.000.00. The remainder of US\$ 20.000.00 will be paid to APCO upon the completion of the analysis described on clause third (a): Strategic Assessment. The payment will be given one week after CINDE's approval of the mentioned analysis. This amount does not include the cost of travel, hosting and per diem. Those expenditures have to be approved in advance by CINDE, if necessary, according to the by-laws of this entity, related to such expenses.

(b) Based on the results of the strategies assessment mentioned above, and refining the activities to ensure which are the most effective programs, APCO will present to CINDE the recommended promotion strategies to develop between September 1st, 1994, and March 31, 1994; in order to generate at least 300 quality leads. Besides, APCO will present to CINDE a proposed budget, a work-plan and the disbursement plan for each promotion strategy.

The budget, work-plan (strategies) and disbursement plan could not exceed the amount of US\$ 100.000.00, and will only be paid with the prior approval of CINDE.

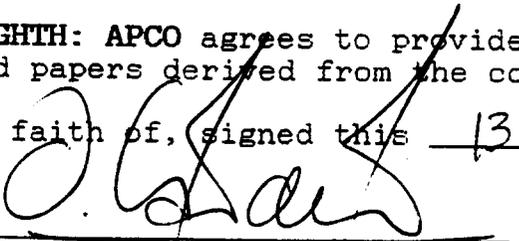
CINDE reserves the right of not proceeding with the promotion program if the assessment results are not satisfactory, also CINDE can decide to proceed only with some of the components of the promotion program.

SIXTH: Any dispute that might arise from the interpretation or application of this contract, will be subject to the decision of an arbitrator, according to the Costa Rican Civil Procedure Code.

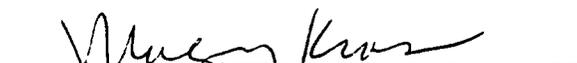
SEVENTH: CINDE agrees to have APCO as an exclusive agent of promotion, based on the targets of this contract, until it expires.

EIGHTH: APCO agrees to provide exclusive rights on the documents and papers derived from the contract to CINDE.

In faith of, signed this 13 day of July, 1994.



By/CINDE
Oscar Cabada



By/APCO
Margery Kraus

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