

**An Agreement  
for  
Consulting Services  
Between**

**WASHINGTON & CHRISTIAN  
The Southern Building  
805 Fifteenth Street, N.W.  
Washington, D.C. 20005**

and

**THE GOVERNMENT OF ANTIGUA & BARBUDA  
St. Johns, Antigua  
West Indies**

RECEIVED  
DEPT. OF JUSTICE  
CRIMINAL DIVISION  
96 FEB 9 P 3:08  
INTERNAL SECURITY  
SECTION  
REGISTERED UNIT

This Agreement made this 5<sup>th</sup> day of February 1996, in St. Johns, Antigua

between Washington & Christian (hereinafter referred to as "Firm"), a partnership organized and validly existing under the laws of the District of Columbia and the Government of Antigua in Barbuda (hereinafter referred to as the "Government"), a sovereign nation, sets forth the terms and conditions that shall govern the provision and receipt of certain consulting services and for other purposes.

**WHEREAS,** Firm comprises lawyers, professionals and paraprofessionals experienced in the practice of law, legislative matters, financial, foreign policy and foreign economic assistance programs, political, public relations, public affairs and strategic consulting services in the United States and around the world;

**WHEREAS,** Government wants to secure the services of Firm to assist Government in the design, structure and implementation of a National Narcotics and Money Laundering Control Policy.

*Handwritten signatures*

**WHEREAS**, Firm has submitted financial projections estimating the costs of the contemplated services to be provided to Government under a separate proposal; and

**WHEREAS**, Government has concluded and agreed that the submissions of Firm are acceptable as a basis for entering into an agreement with Firm.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed between the parties hereto, as follows:

1. **Scope of Services.** The scope of services to be provided by Firm during the term of this Agreement shall include the following.

Public policy development

Strategic program development activities including coordination of technical assistance implementation programs activities, designing and structuring of policies and procedures governing the operations of the Special Adviser's Office

Provision of legal and other assistance on national and international matters pertaining to the Plan

Support for the development of anti-corruption and integrity management instruments

Design and development of a demand reduction campaign program

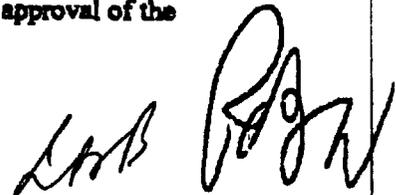
Program and tactical law enforcement operations planning and assessment

Conduct sensitive informal bilateral discussions with official of the U.S. and other governments

Work with its affiliate, Washington Strategic Consulting Group, Inc., to design a major public relations and public affairs campaign in the U.S. to ensure that Antigua's efforts are accurately covered in the U.S. media.



2. **Responsible Coordinator.** All activities and services contemplated hereunder to be furnished by Firm to Government shall be undertaken and coordinated under the direction of Robert B. Washington, Jr., acting pursuant to the terms and conditions of this Agreement. The Firm shall perform its obligations pursuant to instructions received from the designated representative(s) of Government. Immediately following the execution hereof, Government shall, in writing, designate the representative or representatives to work with Firm. All professionals or paraprofessionals of Firm shall work with and under the supervision of the designated individual or individuals of Government.
3. **Payment.** This agreement contemplates the clear understanding between the parties concerning the Government's obligation to pay for all services set forth herein. The amount and schedule of payment decided is based on the number of hours worked, the commitment of professionals to the services contemplated herein, the extent to which Firm may be precluded from handling other matters because of this representation and engagement, the number and complexity of documents and materials generated because of this engagement. The Government understands and further agrees that the Firm may terminate this Agreement using nonpayment as the sole basis for termination in accordance with the terms of this Agreement.
4. **Fees and Expenses.** The fees to be paid by Government to the Firm for the services contemplated hereunder shall be paid monthly in advance at the rate of USD \$ 35, 800.00 per month, against which time and expenses will be billed monthly. Any fees or expense in excess of this amount shall only be incurred with the prior approval of the



Government. The Government shall pay the first installment in the amount of USD \$ 35,800.00 to the Firm upon the execution of this Agreement. Each subsequent payment shall be made on the fifteenth (15th) day of each month beginning on March 15, 1996 and ending on January 15, 1997. The Firm will bill the Government on a monthly basis.

Although the Firm may incur additional expenses for these services, the Firm will not bill the Government for any additional expenses without prior approval from the Government.

5. **Term.** The term of this Agreement shall be for one year commencing on the date first said. The Government may, in its sole discretion, extend this Agreement for such periods and on such terms as the parties hereto shall agree. In the event Government decides to extend this Agreement for an additional period, Government shall give Firm a 60-day notice of its intentions to extend this Agreement. During the 60-day period, the parties hereto shall consummate such terms and conditions as are appropriate and as are mutually agreed.

6. **Termination.** Either party may terminate this Agreement upon thirty (30) day written notice, by certified mail, to the other party. Upon the termination of this Agreement, Government shall pay, if any, all outstanding Firm fees and expenses, accrued or, incurred before receipt of Government's notice of its intent to terminate this Agreement. Once notice of termination is given by either party, no additional fees or expenses shall be incurred by Firm, without the prior written consent and authorization of Government. In the case of notice by Government to terminate Firm, the thirty (30) day prior written notice shall begin immediately upon delivery to Firm, as follows:



Robert B. Washington, Jr.,  
Washington & Christian  
The Southern Building  
805 Fifteenth Street, N.W.  
Tenth Floor  
Washington, D.C. 20005  
U.S.A.

In the case of notice by Firm to terminate its work for Government, the thirty (30) day prior written notice shall be delivered, as follows:

The Special Adviser to the Prime Minister  
On Narcotics and Money Laundering Control  
Office of the Prime Minister  
St. Johns, Antigua  
West Indies

7. **Foreign Corrupt Practices Act.** The Firm has not made and shall not make, in the performance of this Agreement, an offer, payment, promise to pay, or authorization of the giving of anything of value, directly or indirectly, to or for the use or benefit of Government or any political party, official, or candidate for political office in violation of the U.S. Foreign Corrupt Practices Act of 1977, as amended.
8. **Invalidity.** In the event, any one or more of the provisions, contained in this Agreement, shall for any reasons be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or un-enforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
9. **Governing Law.** This Agreement shall be subject to and governed by the laws of the District of Columbia, U.S.

LMB  
ROR

10. **Arbitration.** In case of a dispute, each party shall appoint an individual arbiter and the two so appointed shall designate a third arbiter to comprise a panel for international arbitration. With respect to the interpretation of any provision of this Agreement or any duties or responsibilities of the parties hereunder, which disputes cannot be resolved by the parties, the dispute shall be submitted for a final determination to the panel for arbitration. The arbitration proceeding shall be conducted in accordance with the laws of the United States for international arbitration. The decision of the panel shall be binding, conclusive and non-revisable by either party to this agreement.

11. **Assignment.** This Agreement cannot be assigned, in whole or in part, by either party, without the express prior written consent of the other party; provided, however, nothing contained herein shall prevent the Firm from transferring its interest to a wholly-owned subsidiary or other affiliated company.

12. **Breach, Waiver, Cure.** In case of a breach by either party of the terms or conditions of this Agreement, either party shall have ten (10) business days to cure the breach.

Written notice of the breach shall be immediately sent by the party alleging the breach to the party against whom the breach is alleged, in writing, return receipt requested. In the case of Firm, notice shall be sent, as follows:

Robert B. Washington, Jr.  
 Washington & Christian  
 The Southern Building  
 805 Fifteenth Street, N.W.  
 Tenth Floor  
 Washington, D.C. 20005  
 U.S.A.

In the case of the notice of breach to Government, notice shall be delivered, as follows:

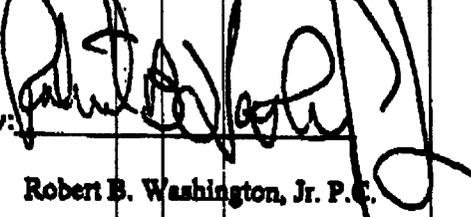
Handwritten signatures and initials, including a large signature that appears to be 'R. B. Washington, Jr.' and other initials.

The Special Adviser to the Prime Minister  
On Narcotics and Money Laundering Control  
Office of the Prime Minister  
St. John, Antigua  
West Indies

- 13. Entirety of Agreement. This document represents the complete understandings and agreement between the parties and is not subject to any oral representations not included herein. All understandings or agreements inconsistent herewith shall be void and of no legal force and effect.
- 14. Amendments. This Agreement may be altered or amended only by means of a writing and signed by the parties hereto.
- 15. Execution of Counterparts. This Agreement may be executed in multiple copies, each of which shall have the same full force and binding effect as if it were an original.
- 16. Representation of Authority. The undersigned by the placing of their signatures below represent that they are vested with the requisite authority to execute this Agreement and bind the parties hereto.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first appearing above.

WASHINGTON & CHRISTIAN

By:   
Robert B. Washington, Jr. P.C.

GOVERNMENT OF ANTIGUA

By:   
The Hon. Lester B. Bird, M.P.  
Prime Minister