

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 <i>Development Counsellors International 461 Park Avenue South, 12th Floor NY, NY 10016</i>	2. Registration No. <i>4777</i>
3. Name of foreign principal <i>Botswana Development Corporation Limited</i>	4. Principal address of foreign principal <i>Private Bag 160 Gaborone, Botswana</i>

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 \_\_\_\_\_

CRIMINAL REGISTRATION UNIT  
SEP 15 1988

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.

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

Investment promotion services in Botswana

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.)

Investment promotion services in Botswana

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

1/5/99

Name and Title

JOAN AMATO, CONTROLLER

Signature

*Joan Amato*

**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
Development Cancellors International LTD.	Botswana Development Corporation Limited

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.

To Publicize Botswana Development Corporation Limited, in their public relations efforts to interest U.S. companies to invest in Botswana

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CRIMINAL DIVISION  
U.S. DEPARTMENT OF JUSTICE

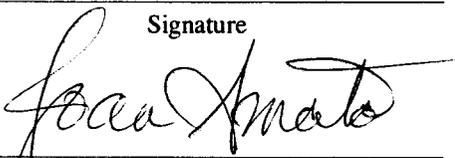
5. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

To interest U.S. Companies in investing in Botswana

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

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.

To interest U.S. Companies in investing in Botswana

Date of Exhibit B	Name and Title	Signature
1/5/99	Joan Amato, Controller	

<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.

**CONSULTANCY AGREEMENT  
FOR INVESTMENT PROMOTION SERVICES**

**BETWEEN**

**BOTSWANA DEVELOPMENT CORPORATION LIMITED,**

a company with limited liability and duly incorporated

in terms of the company laws of the

**Republic of Botswana, and represented herein**

by **MICHAEL OTSILE MOLEFANE** (in his capacity as Managing Director)

having its registered office at Plot 50380, Moedi,  
Gaborone International Show grounds, Off Machel Drive, Gaborone

(hereinafter referred to as "**BDC**")

and

**DEVELOPMENT COUNSELLORS INTERNATIONAL**

and represented herein by

**TED M. LEVINE** (in his capacity as Chairman)

having its offices at 461 Park Avenue South, New York, NY 10016

(hereinafter referred to as "**the Consultant**") and

collectively "**The Parties**" and each individually being a "**party**".

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IT/...

**IT IS HEREBY AGREED AND WITNESSETH AS FOLLOWS :**

**WHEREAS** BDC desires to stimulate the development and expansion of commercial relationships with the US Business Community or Corporations, Companies and Partnerships, and to acquaint that community, corporations, companies and partnerships with investment opportunities available in the Republic of Botswana through BDC,

**AND WHEREAS** BDC issued a proposal under Ref. F43/IP 50/TBM dated 16th April, 1996 for the purpose of soliciting proposals to provide trade and investment promotion services in the United States,

**AND WHEREAS** the Consultant submitted its quotation to BDC dated 9th May, 1996 (the quotation) in response to the said proposal,

**WHEREAS,** on the basis of the quotation, BDC is desirous that the Consultant undertake a project for the promotion in the United States of America of direct Foreign Investments in Botswana, and/or investment in partnership with BDC, and

**WHEREAS** the Consultant wishes to undertake such project on behalf of BDC,

**NOW THEREFORE IT IS RECORDED AND AGREED AS FOLLOWS:**

**1. APPOINTMENT AND SCOPE OF SERVICES**

**1.1 Appointment of Consultant**

BDC hereby appoints the Consultant and the Consultant accepts the appointment for the purposes, and on the terms and conditions, set forth in this Agreement, including the following Appendices attached hereto and made a part hereof:

Appendix/...

**Appendix A: Scope of Consulting Services**

**Appendix B: Budget**

**Appendix C: Remuneration and Payment of Consultant**

1.2 Scope of Services

The Consultant has been appointed by BDC to implement a programme for investment promotion for BDC and to assist BDC in implementing that programme. The services to be performed by the Consultant under this Agreement are fully described and set forth in **Appendix A** (the "Services").

1.3 Relationship Between the Parties

Nothing herein shall be construed as establishing or creating a relationship of master and servant or principal and agent. For all purposes of this Agreement and the Services contemplated hereby, the Consultant shall be an independent contractor and not an employee of BDC.

1.4 Sub Contracts

Any sub-contract, or modification or termination thereof, relating to the performance of the services of the Consultant shall be made only with the prior written consent of BDC.

2. **TERM, POSTPONEMENT AND TERMINATION**

2.1 The agreement is effective from **1st July, 1996** ("The Effective date").

2.2 Term/...

2.2 Term

The agreement shall continue in force and effect for a term of one (1) year commencing on the effective date. The agreement shall be renewed for a further period of one (1) year provided only that the Consultant shall have accomplished its services to BDC in the first term of the agreement. Unless either party has notified the other party in writing of its intent to renew at least ninety (90) days prior to the end of the first term, the agreement shall be regarded as having been terminated by effluxion of time.

2.3 Postponement

2.3.1 Force Majeure

The Consultant shall promptly provide BDC with written notice of the occurrence of any situation or event, arising from circumstances beyond the Consultant's control and that the Consultant was not reasonably able to foresee, which would make it impossible for the Consultant to carry out, in whole or in part its obligations under the agreement while such situation or event is continuing. Upon receipt of such notice by BDC, the services shall be deemed to be postponed for a period of time equal to that caused by the situation or event, plus a reasonable period not exceeding one month to re-mobilise for the continuation of the services.

In the/...

In the event that the parties do not agree about the applicability of this section to the particular situation or events, the parties shall use the procedures for settlement of disputes provided under clause 8 of this Agreement.

2.3.2 Entitlement of Consultant Upon Postponement

Upon postponement of the services and subject to the obligation of the Consultant to make all reasonable efforts to minimise expenditure incurred in relation to the services, the Consultant shall be entitled to receive the remuneration due up to the effective date of postponement and reimbursement in full for costs incurred in accordance with **Appendix B**, as shall have been incurred properly prior to the date of such postponement.

2.4 Termination

2.4.1 By notice of BDC

BDC may terminate this Agreement at any time, upon not less than sixty (60) days' prior written notice to the Consultant specifying the date of termination. Upon receipt of such notice, the Consultant shall take immediate steps to bring the services to a close and, in so doing, shall reduce its expenditures to a minimum.

2.4.2 Inability/...

2.4.2 Inability of Consultant to perform

Should the Consultant for any reason beyond its control and which it could not reasonably have foreseen and for which it is not responsible, be unable to perform the remainder of its obligations under the Agreement or have it performed entirely, the Consultant shall give sixty (60) days written notice thereof to BDC; the Agreement shall terminate without prejudice to the accrued rights of either Party against the other.

2.4.3 Default by the Consultant

In the event that BDC considers that the Consultant is not discharging its obligations under the Agreement, BDC shall so notify the Consultant in writing, stating the reasons therefor. This shall be considered notice of default for purposes of this section. Thereafter, BDC may consider the Agreement terminated by the Consultant if the Consultant does not within fifteen (15) days of such notice reasonably cure the default(s) stated in BDC's written notice

2.4.4 Default by BDC

The Consultant may by written notice to BDC terminate this agreement if:

(i) the/...

- (i) the Consultant has not received payment of that part of any invoice which has not been contested by BDC within sixty (60) days of submission thereof, or
- (ii) the services have been postponed pursuant to Clause 2.3.1 and the period of postponement has exceeded six (6) months.

2.4.5 Entitlement of Consultant upon termination

2.4.5.1 Termination upon notice of BDC or default

Upon termination of this Agreement under Clauses 2.4.1, 2.4.3 or 2.4.4, and subject to the obligation of the Consultant to make all reasonable efforts to minimise expenditures incurred in relation to the services, the Consultant shall be entitled to receive the remuneration due up to the date of postponement or termination and reimbursement in full for costs in accordance with **Appendix B** as shall have been incurred properly prior to the date of such postponement or termination. The Consultant shall also be entitled to all reasonable costs incidental to the orderly termination of the services.

2.5.4.2 Termination Due to the Inability of the Consultant to Perform

Upon termination of this Agreement under Section 2.4.2, BDC shall pay the Consultant, or its successors or assignees, upon surrender of all documents, materials, and information necessary for the continuation of the Services in so far as they are available, such part of the remuneration as corresponds to the Services that have to such point been provided by the Consultant under the Agreement. In the event that BDC has issued the necessary prior written approvals, such remuneration shall include any reimbursable costs and those termination costs (if any) ensuing for the Consultant or its successors from contracts already entered into with respect to the services to be provided under this Agreement.

3. OBLIGATIONS AND DUTIES OF THE CONSULTANT

3.1 Standard of Care

The Consultant shall exercise all reasonable skill, care,

diligence/...

diligence and utmost confidentiality in the performance of the services under the Agreement and shall carry out all its responsibilities in accordance with recognised professional standards for International Marketing or Public Relations firms of its calibre. The Consultant shall in all professional matters relating to this Agreement act as a faithful advisor to BDC and shall act fairly as between BDC and any sub-contractors involved in providing the services.

3.2 Authority to represent BDC

The Consultant will have no authority to represent, bind, or engage BDC without prior written approval from BDC. The Consultant shall inform all third parties of such limitation.

3.3 Confidentiality

3.3.1 Due to the economically and commercially sensitive nature of certain information which may become available to the Consultant in connection with the provision of the services, the Consultant covenants and agrees to protect information that BDC expressly designates as confidential. The Consultant further covenants and agrees that, not at any time during the term of this Agreement or thereafter to divulge or allow to be divulged to any person any confidential information relating to the services or affairs of BDC, which information may run counter to the intentions of BDC. BDC shall designate in writing any material or information that it deems to be confidential.

3.3.2 The/...

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CONFIDENTIAL INFORMATION

3.3.2 The consultant shall not at any time during the first term of this Agreement nor at any time during the renewal period of the Agreement render any service or do any work of a similar nature and scope for any Country, Institution, Company, Association or Organisation or Firm in the Southern African region, without the prior written consent of BDC.

3.4 Consultants' Employees and Administrative Support

The Consultant shall provide the necessary employees and administrative support to fulfil its obligations and duties under this Agreement. If it should become necessary to replace any employee of the Consultant during the term of the Agreement, the Consultant shall arrange for a replacement and shall bear any costs in connection therewith, provided that the Consultant shall not make any voluntary changes in the members of the team designated to provide the services in the Agreement without the prior written consent of BDC, which consent shall not be unreasonably withheld.

The Consultant agrees to respond in good faith to any reasonable requests by BDC.

3.5 Equipment and material furnished by BDC

All equipment and material (i) furnished by BDC to the Consultant, or (ii) purchased by the Consultant with funds wholly provided by BDC for use in relation to the services to be provided under this Agreement shall be the exclusive property of BDC. Such materials shall not be used for any purpose which is not related to the services without the prior written approval of BDC.

3.6 Title To Information and Copyrights

Any title or ownership interest in any media presentation, video or audio production, maps, drawings, notes, technical and professional data, statistics, copyrights, trademarks and all other material developed by the Consultant or provided by BDC for use in relation to the services to be provided under this Agreement shall be the exclusive property of BDC. Such materials shall not be used for any purpose not related to the services without the prior written approval of BDC. The Consultant shall not receive a commission, royalty, or other form of compensation for any of the foregoing without the prior written consent of BDC.

3.7 Reporting Requirements

The Consultant shall provide BDC with reports and other materials as described in **Appendix A**.

3.8 Payments to Contractors and Sub-contractors

BDC may pay directly any authorised sub-contractor for the provision of services or supplies related to this Agreement upon receipt of certification by the Consultant that such services and supplies were properly provided.

3.9 Compliance With Applicable Law

The Consultant shall be solely responsible for compliance with all laws and governmental regulations applicable to the services to be provided under this Agreement.

4. COOPERATION OF BDC

4.1 Furnishing of Information

BDC shall furnish without charge and within a reasonable time all pertinent data and information that it has available and shall give such assistance as shall reasonably be required by the Consultant for the carrying out of the services under this Agreement.

4.2 Recommendations and Approvals

BDC shall give its decision on all proposed sketches, drawings, reports, recommendations, and other matters properly referred to it by the Consultant for decision in such reasonable time as not to delay or disrupt the performance by the Consultant of its duties and responsibilities under the Agreement.

4.3 Facilitation of Access

4.3.1 Personnel

BDC shall facilitate the timely granting to the Consultant's personnel of:

- i. necessary visas, licenses, permits and customs clearance for entry and exit into Botswana;
- ii. unobstructed access to all sites and locations in Botswana involved in carrying out the services; and

iii. the/...

- iii. the privilege of bringing into Botswana an amount of foreign currency for the purposes of the services or for the personal use of such personnel;

in each case, to the extent necessary and appropriate to enable the Consultant to carry out its obligation to provide the services.

#### 4.3.2 Material

BDC shall facilitate the clearance through customs in Botswana of any equipment, materials and supplies required for the services and of the reasonable personal effects of the Consultant's personnel travelling to or from Botswana for purposes related to this Agreement.

#### 4.4 Certain Travel Expenses

BDC shall pay the expenses for hotel rooms, meals and transportation in Botswana for the Consultant's personnel in connection with the briefing in Botswana if requested or authorised by BDC. The travel expenses of such personnel between Botswana and the United States are to be incurred by the Consultant and reimbursed in accordance with **Appendices B and C**.

#### 4.5 Designation of Personnel

BDC shall designate appropriate personnel within the Investment Promotion Division (IPD) of BDC to supervise, assist and cooperate with the Consultant in connection with the Services.

5. COORDINATION AND IMPLEMENTATION

5.1 Supervision

The Consultant and BDC shall each designate a representative who will have overall responsibility for supervising the implementation of this Agreement on their behalf.

The Supervisors for the Consultant shall be

**ANDY LEVINE**

461 Park Avenue South, **NEW YORK.**

NY 10016

or such other person as may be subsequently designated by the Consultant, as notified in writing to BDC.

The Supervisors for BDC shall be:

**T B. MOLEFHE**

Private Bag 160

Moedi, Plot 50380, Gaborone International Show Grounds

Off Machel Drive, **GABORONE**

or her successor in that office.

The supervisors so named shall also see to the coordination of the project, to make major decisions on behalf of the respective parties concerning the interpretation of this Agreement and the strategies to be pursued in developing and implementing the programme contemplated thereby.

The Supervisors so named shall also see to the coordination of the project, and shall be responsible for keeping both parties informed of

events and information affecting the content, format and timing of the services, co-ordinating the parties respective inputs to the development and implementation of the programme contemplated by this Agreement, and generally maintaining an appropriate level of communication between the parties to promote the efficient and effective implementation of this Agreement.

6. **BUDGET, REMUNERATION, PAYMENT AND TAXATION**

6.1 Budget

6.1.1 Budget for the Initial Term

The budget of fees and expenses for the services to be provided during the initial term of the Agreement is set forth in **Appendix B** attached hereto.

6.1.2 Budget for Subsequent Years

The parties mutually understand that the Consultant will submit a budget for the one-year renewal period within thirty (30) days before the end of the initial term. Following such submission, the parties shall attempt to reach an accord on the proposed budget by the end of the initial term. The parties may agree at any time to extend the time for negotiation of the proposed budget. If no mutually satisfactory accord is reached by the end of the first term then in that event, the budget for the renewal period shall be the same as the budget for the first term.

6.1.3 Effect...

6.1.3 Effect on Termination

Nothing in clause 6.1 is intended to affect the rights of either party to terminate this Agreement.

6.2 Remuneration of Consultant

6.2.1 Remuneration of Services

The BDC shall remunerate the Consultant for the Services provided in accordance with the terms and conditions set forth in **Appendix C** attached hereto.

6.2.2 Supplementary Services

In the event of any services being required supplementary to those detailed in **Appendix A** due to circumstances arising beyond the control of the Consultant and which could not reasonably have been foreseen, or for any additional services, alterations or modifications as agreed between the parties and resulting from BDC specific requests which cause amendments to the services or termination of this Agreement, the Consultant shall receive additional remuneration which shall be computed on a comparable basis with the calculations in **Appendix B** together with all reimbursable costs incurred.

6.2.3 Compensation for Delays

In the case of delay on the part of BDC, the Consultant, to the extent that such delay results in

extra/...

extra costs, shall be entitled to additional remuneration which shall be computed on a comparable basis with the calculation in **Appendix B** together with all reimbursable costs incurred.

6.3 Payment to the Consultant

6.3.1 Method of Payment

BDC shall effect payments to the Consultant for services provided in accordance with the Budget and as stated in **Appendix B**.

6.3.2 Disputed Charges

If BDC disputes any item or part of an item on an invoice submitted by the Consultant, BDC may withhold payment of the amount that is subject to dispute pending a determination pursuant to Clause 8.1, but shall promptly pay that amount of the invoice that is not subject to dispute.

Interest from the date of receipt of the invoice at the rate specified shall apply to all disputed amounts in the event that it is subsequently determined that such amounts were properly owed to the Consultant.

6.3.3 Method of Payment For Subcontractors

Payment for services or material provided under a duly approved subcontractor shall be made by BDC directly to the subcontracting party.

BDC will make such payment upon receipt of certification by the Consultant that services or materials under a duly approved subcontract have been properly provided.

6.3.4 Currency

All payment of fees and expenses are to be made in U.S Dollars at the Consultant's chosen address.

6.4 Taxation

6.4.1 All fees payable to the Consultant pursuant to this agreement shall be subject to withholding of Botswana income tax.

6.4.2 Other Authorities

The Consultant shall be solely responsible for all record-keeping, reporting and payment obligations in respect of all taxes and other charges imposed by any governmental authority outside of Botswana on the Consultant in respect of its income, employees or other matters connected to the services.

7. **LIABILITY OF CONSULTANT**

7.1 Loss, Damage and Injury to Third Parties

The Consultant shall be liable for loss, damage or injury caused to third parties by the negligence or wanton or reckless conduct of the Consultant or employees of the Consultant during the performance of the Agreement.

The/...

The consultant shall maintain adequate insurance in respect thereof.

7.2 Errors or Omissions

The Consultant shall be fully liable for any errors or omissions it or its employees shall make in the selection, documentation, or drafting of documents, plans, or proposals related to the services under this Agreement. The Consultant's liability under this provision shall cease one calendar year after the termination date of the Agreement.

7.3 Ongoing Responsibility

Approval given by BDC at certain times for certain matters shall not have the effect of relieving the Consultant of its duty to ensure that the services are in conformity with the terms of the Agreement.

8. **RESOLUTION OF DISPUTES**

8.1 Arbitration

The parties agree to attempt in good faith to have any dispute between them concerning this Agreement resolved amicably by negotiation between their respective supervisors designated in Clause 5.1.

In the event the said supervisors are unable to resolve a dispute, or it becomes impracticable to submit a dispute to them for resolution, then any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or invalidity thereof shall be settled by arbitration in accordance with the Rules of the International Chamber of Commerce - Paris as in force from time to time.

The number of arbitrators shall be one. If the parties are unable to agree on the selection of the arbitrator within seven days of delivery of a notice of arbitration, then the appointing authority for such an Arbitrator shall be International Chamber of Commerce. The place of arbitration shall be decided by the Arbitrator. The language to be used in the arbitration proceedings shall be English.

8.2 Governing Law

This Agreement shall be governed by, and interpreted in accordance with the laws of Botswana.

8.3 Submission to Jurisdiction

The Consultant and BDC hereby irrevocably accept the jurisdiction of the High Court of Botswana and the Consultant hereby irrevocably waives its immunity therefrom, for purposes of

- (i) enforcing the agreement to arbitrate all disputes pursuant to Clause 8.1 hereof, and
- (ii) execution of an arbitration award entered in accordance therewith.

8.4 Notice of Arbitration; Service of Process

Any notice of arbitration for purposes of Clause 8.1 or service of process for purposes of Clause 8.3 shall be delivered to the parties at the following addresses, respectively:

Consultant

Consultant: 461 Park Avenue South, New York,  
NY 10016

Botswana/...

**Botswana Development Corporation**

Private Bag 160  
Moedi, Plot 50380, Gaborone  
International Show Grounds, Off  
Machel Drive, GABORONE

9. MISCELLANEOUS

9.1 Alterations and Amendments

No amendments or modifications to the Agreement may be made without an instrument in writing signed by both parties. Such instrument(s) shall be attached hereto and become a part of this Agreement. BDC hereby designates the Managing Director or Deputy to Managing Director as the official authorised to execute any amendment to the Agreement on its behalf.

9.2 Assignment

The Consultant shall not, without the prior written consent of BDC, assign or otherwise transfer its rights, duties and obligations under the Agreement or any part thereof.

9.3 Headings

The headings used in this Agreement are solely for the purposes of reference, do not constitute any part of this Agreement, and shall not be relief upon for construing this Agreement.

9.4 Definitions

Words used herein in the singular include the plural and the masculine includes the feminine. The opposite shall be true where the context requires. The word "day" denotes calendar days.

9.5 Notice/...

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9.5 Notice

Except for any notice of arbitration and service of process, all notices under this Agreement shall be made in writing and sent to the Project Coordinator of the party to which notice is being provided at the addresses specified in Clause 5.2 hereof. Notice shall be deemed to have been given when delivered by one of the following means:

- By certified mail, which shall be deemed to have been received on the 15th day after postage;
- By personal delivery to the designated coordinator; or
- By facsimile transfer, acknowledged by the receiving party and if no such acknowledgement is received it shall be deemed to have been received one day after transmission.

9.6 Complete Agreement

This agreement constitutes the entire Agreement between BDC and the Consultant with respect to the subject matter set forth herein.

THUS DONE AND SIGNED at Gaborone this..... day of ..... 1996 in the presence of the undersigned witnesses

1. Witness: \_\_\_\_\_  
BDC

2. Witness: \_\_\_\_\_

THUS DONE AND SIGNED at New York this..... day of ..... 1996 in the presence of the undersigned witnesses

1. Witness \_\_\_\_\_  
CONSULTANT

2. Witness \_\_\_\_\_

## APPENDIX "A"

### SCOPE OF CONSULTING SERVICES.

The Consultant, Development Counsellors International (DCI) will assist the Investment Promotion Division (IPD) of Botswana Development Corporation Limited (BDC) in implementing its marketing programme in the USA.

**Objective:** DCI will undertake selective marketing actions aimed at definitive sectors of the USA economy that will result in qualified enquiries and investment potential for BDC Limited as per the Agreement attached hereto.

The Consultant will therefore carry out the following activities:

#### 1. DIRECT MAILING CAMPAIGN

The Consultant will develop and maintain a database of USA corporations in the following sectors and quantities:

Textiles/garments, excluding footwear and accessories	(1500)
Automotive components	( 500)
Electronic components	( 500)
Consumer products incl. medical, pharmaceutical, food and beverages, chemical and allied, paper and packaging products	(2000)

In the first year and phase one of the programme, a database of up to 4 500 corporations will be built up and subsequently will be built up to 10 000 in ensuing phases.

The database should include USA corporations that already have investments outside of the USA (i.e. multinationals or MNC's), corporations that are exporting and have the potential to locate outside the USA and those that already have a presence in Africa.

BDC will provide the Consultant with promotional material on BDC and Botswana's economy that will assist in the programme, within reason.

The Consultant will be responsible for design and production of the creative concept for each of the mailings and the printing and production of stationery including mailing and return envelope, optional fax-back return form and individualised computer generated personal letters. The BDC logo and address must appear on the letter. IPD must approve each of the above prior to each mailing.

2. **PROCESSING OF DIRECT MAILING REQUESTS.**

Three general mailings will be sent out of phase one, approximately every 3/4 months. Letters will be directed to CEO's of the corporations, with a response card bearing the name of BDC and the Consultant's New York office. All responses are to be directed to this address for processing.

The Consultant will undertake telephone follow-ups for all enquiries to determine the level of interest and will keep IPD informed on the same. Prospect background information including detailed information on the financial standing and history of the corporation's off-shore investments to date will be prepared for BDC's Programme Coordinator. The Consultant will also provide BDC with reports and articles on the investment trends of USA corporations investing abroad on a continual basis.

The Programme Coordinator of BDC will be responsible for casework and company follow up as appropriate; coordination of any USA marketing visit by BDC staff and/or visit to Botswana by Programme Coordinator of the Consultant. Liaison and follow up by Consultant will be sought where necessary.

3. **REPORTING**

The Consultant will report to IPD as follows:

Within two months after the first and second mailings, the Consultant shall provide the Programme Coordinator of BDC with synopsis of the last direct mailing that includes the following information:

- summary of enquiries generated
- breakdown of enquiries by sector
- ranking of enquiries according to degree of interest in Botswana
- record of previous contacts the Consultant has had with the corporation

The final report at the end of phase one must in addition to the above include the following:

- summary of all mailings, response and enquiries
- evaluation of the success or otherwise of the programme, with recommendations for phase two of the programme
- proposed budget of phase two of the programme
- list of possible publications that BDC may advertise in for the advertising campaign

4. **ADVERTISING IN SECTOR/INDUSTRY SPECIFIC PUBLICATIONS**

In phase two, it is envisaged that the programme will move from being **general** to being **specific** as sector specific promotional materials will be developed. The selection of sectors/industries will be based on the number of enquiries generated in each sector.

The Consultant will have identified relevant publications that BDC may advertise in. This will be subject to BDC determining the need to reinforce the direct mailing campaign with advertising. A detailed advertising schedule and costs thereof will be drawn up prior to implementation.

The direct mailing campaign will continue in phase two of the programme and the database be increased to 10 000 corporations.

## **APPENDIX "C"**

### **REMUNERATION AND PAYMENT TO CONSULTANT**

The Consultant is required to submit monthly billing accompanied by all claims and expenses together with appropriate documentation before BDC will make any payments to the same for the services to be provided under Appendix "A".

#### **PAYMENT FOR RETAINER**

Every month, an invoice reflecting the monthly retainer of US \$2 000.00 will have to be submitted to BDC for payments of the same. BDC is expected to settle this fee within 30 (thirty) days from date of receipt.

#### **PAYMENT FOR OTHER PROGRAMME EXPENSES**

Separate billing will have to be submitted to BDC to reflect direct billing costs which have been agreed to in the main body of the Agreement, or agreed to in amendments thereof throughout the duration of the contract. If the bills are not disputed, BDC is expected to settle the same within 60 (sixty) days from date of receipt.

Payments will be made in US Dollars within the regulations and laws of Botswana and the Bank of Botswana.