

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials 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 of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the Administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public. Finally, the Attorney General intends, at the earliest possible opportunity, to make these public documents available on the Internet on the Department of Justice World Wide Web site.

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, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 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<br><br>Sandler, Travis & Rosenberg, P.A.<br>1300 Pennsylvania Avenue, N.W., Washington, DC 20004 | 2. Registration No.<br><br>5303 |
|--|---------------------------------|

|  |   |
|--|---|
| 3. Name of foreign principal<br><br>Republic of the Fiji Islands | 4. Principal address of foreign principal<br>2233 Wisconsin Ave., NW<br>Suite 240<br>Washington, D.C. 20007 |
|--|---|

5. Indicate whether your foreign principal is one of the following:

- 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 nationality \_\_\_\_\_

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

- a) Branch or agency represented by the registrant. Ministry of Commerce, Industry & Cooperatives & Public Enterprises
- b) Name and title of official with whom registrant deals. Ambassador Napolioni Masirewa, Fiji Ambassador to the U.S.

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

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 N/A

b) Is this foreign principal

Supervised by a foreign government, foreign political party, or other foreign principal Yes  No

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 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 must be used.)

N/A

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.

N/A

|                   |  |   |
|-------------------|--|---|
| Date of Exhibit A | Name and Title<br>Ronald W. Gerdes<br>Attorney | Signature<br> |
|-------------------|--|---|

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. One original and two legible photocopies of this form shall be filed 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, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

|  |                             |
|--|-----------------------------|
| 1. Name of Registrant<br>Sandler, Travis & Rosenberg, P.A.<br>1300 Pennsylvania Ave., NW, Ste. 400<br>Washington, D.C. 20004 | 2. Registration No.<br>5303 |
| 3. Name of Foreign Principal<br>Republic of the Fiji Islands   |                             |

Check Appropriate Boxes:

4.  The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5.  There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6.  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 expenses, if any, to be received.
7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Sandler, Travis & Rosenberg, P.A. will assist the government of the Fiji Islands in consultations with the U.S. government on textile matters.

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

The services provided by Sandler, Travis & Rosenberg, P.A. include providing an analysis of the current market situation; providing support statistics; developing strategies for obtaining Fiji's goals; preparing talking points; and advising and guiding Fiji's officials during dealings with U.S. government

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below?      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.

Political activities include assisting the government of Fiji Islands in consultation with the U.S. government on textile matters.

|                   |  |   |
|-------------------|--|---|
| Date of Exhibit B | Name and Title<br>Ronald W. Gerdes<br>Attorney | Signature<br> |
|-------------------|--|---|

Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any 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 interests, policies, or relations of a government of a foreign country or a foreign political party.

**CONTRACT OF SERVICE**  
**between**  
**THE GOVERNMENT OF THE FIJI ISLANDS**  
**and**  
**SANDLER, TRAVIS & ROSENBERG, P.A.**

**1.0 INTRODUCTION**

- 1.1 The purpose of this Agreement is for the Government of the Fiji Islands to contract the services of **Sandler, Travis & Rosenberg, P.A.** to assist the former in consultations with the U.S. Government on textile matters.
  
- 1.2 For the purpose of this Agreement, the Government of the Fiji Islands will be referred to as the "Client" and Sandler, Travis & Rosenberg, P.A. as the "Consultant".

**2.0 SERVICES**

- 2.1 The Consultant will be expected to provide the following services and assistance to the Client in respect of dealings with the U.S. Government:
  - 2.1.1. provide an analysis of the current market situation;
  - 2.1.2. provides supporting statistics;
  - 2.1.3. develop strategies for obtaining Fiji's goal;
  - 2.1.4. prepare talking points for Fiji government officials;
  - 2.1.5. advise and guide Fiji government officials during dealings with U.S. government officials.

**3.0 CLIENT RESPONSIBILITIES**

- 3.1 The Client will assume the following responsibilities in connection with the provision of consulting services:
  - 3.1.1. The Ministry of Commerce, Industry, Cooperatives & Public Enterprises is to provide the consultant with timely and accurate information for the performance of the required services;

- 3.1.2 The Consultant will be allowed adequate access to the Client or a nominated Client representative, and to other key Client personnel at an agreed level and basis, whose participation is critical to the success of the project.

#### **4.0 TIME FRAME**

- 4.1 The preparatory work for the negotiations is expected to be undertaken from 26 April 1999.
- 4.2 Given the immediate need for advice, the Consultant is required to produce an initial report within one month from the signing of the contract. Progress reports are also required to be submitted 7 days prior to the payment on those dates specified in clause 5.02 below.
- 4.3 This agreement will be in force from the date of signing by both parties until 31 December 1999 unless terminated earlier.

#### **5.0 PAYMENT FOR SERVICES AND EXPENSES**

- 5.1 The total fees payable to the Consultant is US\$25,000, inclusive of expenses. A retainer fee of US\$10,000 is payable to the Consultant upon signing of the contract.
- 5.2 The Client will pay the Consultant the following installments and upon receipt of progress reports submitted by the Consultant:
- |   |                  |   |           |
|---|------------------|---|-----------|
| • | 30 June 1999     | - | US\$3,750 |
| • | 31 August 1999   | - | US\$3,750 |
| • | 31 October 1999  | - | US\$3,750 |
| • | 31 December 1999 | - | US\$3,750 |
- 5.3 Irrespective of the foregoing, any travel and related expenses incurred for travel outside the Washington, D.C. area in connection with the performance of this contract will be reimbursed, provided that any travel outside the U.S. in connection with the performance of this contract will require the prior approval of the Client.

#### **6.0 VARIATION TO SERVICES**

- 6.1 No changes or modifications to the Services may be made except by a written variation letter signed by both parties. Either party may request changes to the Services by submitting such requests in writing to the other party.

## **7.0 CONFIDENTIALITY**

- 7.1 In connection with this arrangement, each party will have access to confidential information made available by the other; each shall protect such confidential information in the same manner as it protects its own confidential information of like kind but in all cases with at least a reasonable degree of care.
- 7.2 The parties will maintain strict confidentiality in relation to the past, present and future research, business activities, products, services and technical knowledge to which they have been given access and which have been identified as confidential. Neither party will use or attempt to use any such confidential information in any manner which may injure or cause directly or indirectly to each other or their businesses.

## **8.0 WARRANTIES**

- 8.1 The Consultant warrants that the Services will be provided by individuals who are appropriately trained to provide the Services.

## **9.0 TERMINATION**

- 9.1 Either party may terminate this agreement, upon giving ten (10) days written notice, for breach of a material term or condition of this agreement as the case may be, unless the breach has been cured within the ten (10) day period.
- 9.2 In the event of such termination, the Client will pay the Consultant for all services rendered and expenses incurred by the Consultant prior to the date of termination.
- 9.3 In the event of any dispute arising between the parties which is not resolved within ten (10) days of a party receiving a notice, such dispute may be referred by either party to arbitration for a final and binding determination on the matters in dispute.

## **10.0 NOTICE**

- 10.1 Any notice or other communication given pursuant to this agreement shall be in writing and shall be effective when sent via facsimile addressed to such a party at the address and facsimile number set out below.

- 10.2 The address for service of any notice or documents shall be:

10.2.2 for Client:

Ambassador  
Embassy of the Republic of the Fiji Islands  
2233 Wisconsin Avenue, N.W. (Suite 240)  
Washington, D.C. 20007  
Phone: (202) 337-8320  
Fax: (202) 337-1996

10.2.2 for Consultant: Sandler, Travis & Rosenberg, P.A.  
1300 Pennsylvania Avenue, N.W.  
Suite 400 – North Tower  
Washington, D.C. 20004  
Phone: (202) 638-2230  
Fax: (202) 638-2236

**11.0 FORCE MAJEURE**

11.1 Neither party shall be liable for any delays or failures in performance due to circumstances beyond its control.

**12.0 GOVERNING LAW**

12.1 This agreement is governed by the laws in force in Fiji and the parties submit to the exclusive jurisdiction of the courts of Fiji.

**13.0 AMENDMENT**

13.1 This agreement may only be amended in writing signed by all parties and may not be amended in any other manner.

**14.0 ENTIRE AGREEMENT**

14.1 This agreement constitutes the entire agreement between the parties in relation to its subject matter. No understanding, arrangement or provision not expressly set out in this agreement will bind the parties.

**15.0 ASSIGNMENT**

15.1 Subject to any contrary provision contained in this agreement, no party may assign or transfer any of its rights or obligations under this agreement without the prior written consent of the other party.

**ACCEPTANCE OF CONTRACT OF SERVICE**

**On behalf of the Consultant, *Sandler, Travis & Rosenberg, P.A.*, I accept the above terms and conditions contained in this Contract Agreement.**

Signature:

*Ronald W. Gierdes*

Name:

Ronald W. Gierdes

Title:

Principal Sandler Travis & Rosenberg

Date:

May 7, 1999

**Signed on behalf of the Government of the Fiji Islands.**

Signature:

*Napolioni Masirewa*

Name

Napolioni Masirewa

Title:

Ambassador Extraordinary and Plenipotentiary  
Embassy of the Republic of the Fiji Islands, Washington, D.C.

Date:

May 7<sup>th</sup> 1999