

**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.

**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 .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 PA Consulting Group, Inc. Suite 4000 1530 Wilson Boulevard Arlington, VA 22209	2. Registration No.  5378
3 Name of Foreign Principal Ministry of Economy and Foreign Trade Arab Republic of Egypt	

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.

(SEE CONTRACT)

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

(SEE CONTRACT)

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.

Although no political activity will be conducted to influence any agency or official of the U.S. government, directly or indirectly, by assisting the MOEFT to develop and enhance the Egyptian Commercial Service offices worldwide, the Government of Egypt will be benefitted.

(SEE CONTRACT)

Date of Exhibit B August 27, 2001	Name and Title MARK M. CULLEY ASSISTANT SECRETARY	Signature 
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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.

1530 Wilson Boulevard  
Suite 400  
Arlington, VA 22209  
USA

Tel: +1 703 351 0300  
Fax: +1 703 351 0342  
www.paconsulting.com

## **EGYPT INC.: BUILDING THE BEST IMPLEMENTATION OF THE WORLDWIDE ASSESSMENT OF THE EGYPTIAN COMMERCIAL SERVICE**

PA Consulting Group (PA) is pleased to work with the Ministry of Economy and Foreign Trade of the Arab Republic of Egypt (the "Ministry" or the "MOEFT") to implement selected recommendations provided in the Assessments of the Egyptian Commercial Service (ECS) of September and December 2000 as agreed to herein for the development and enhancement of the Service worldwide.

Deliverables will include a mission statement; a strategic plan; a resource allocation matrix; Operations Manual for officers and staff; Program manual for officers and staff; and a training syllabus to outline best programs for officers on four levels of ECS service (orientation, junior, midlevel, and senior).

### **I. INTRODUCTION**

The Government of Egypt (GOE), under the Ministry of Economy and Foreign Trade, has embarked on a program to create a world-class trade promotion entity. The entity has as its goals and objectives: 1) creating jobs; 2) assisting Egyptian exporters in entering and competing in markets abroad; and 3) promoting foreign investments. In September 2000, PA (formerly GKMG Consulting Services, Inc.) presented an Assessment of the U.S. offices of the ECS. This Assessment was consolidated into five basic areas and presented the results of both short form survey instruments and in-depth interviews: organizational structure and staffing; budget; counseling services and trade promotion activities; administrative systems and reporting mechanisms; and training and professional development plans and programs. In addition to the results of these surveys, an extensive set of findings and recommendations was provided.

In December 2000, an Assessment of the ECS worldwide was presented, which used a similar research structure. In addition to results, findings, and recommendations, a set of implementation proposals was provided, as well as a timeline and budget.

In order to implement the recommendations made in both Assessments PA will take all steps possible to achieve the following:

- Provide a series of planning documents, developed in conjunction with the Minister, the Head of the Commercial Representation, and selected officers. Such documents will include a Mission Statement, a Strategic Plan, and a Resource Allocation Matrix. These documents, particularly the Strategic Plan, will provide a comprehensive and detailed program for the coming 0-3 years and will include the necessary procedures, programs, and processes to produce an ECS better enabled to assist exporters throughout the coming decade;
- Develop an Operations Manual for the ECS;

- Develop timely and effective trade promotion programs, as well as a full step-by-step Program Manual for all officers; and
- Provide a detailed training syllabus or catalogue for ECS officers on four levels of service.

## II. TASKS AND DELIVERABLES

The following tasks and deliverables will be performed within the periods detailed in *Clause III: Timeframes*. Before commencement of each project, Terms of Reference outlining each project will be provided by PA to the MOEFT .

### ORGANIZATIONAL STRUCTURE AND STAFFING

1. **MISSION STATEMENT:** Working with the Minister, senior ECS officials and selected private sector business representatives, PA will develop a welldefined Mission Statement for the ECS. The Statement will be developed within the greater context of GOE economic goals and objectives. The Statement should include a commitment by the GOE to exporting as an engine for the Egyptian economy and set forth general steps for fulfilling that commitment. PA will also work with the Minister and the Head of Commercial Representation to design a universal logo for the ECS that will assist in coordination of the ECS internally (headquarters and overseas officers and staff) and promotion of the Service externally (the domestic and international business community).
2. **RESOURCE ALLOCATION MATRIX:** PA will develop a resource allocation matrix (i.e. where the ECS is and where it should be) which matches best overseas markets with best Egyptian export capabilities (by industrial sector) and sets out a new configuration for overseas offices. Based on the matrix, PA will develop budget and staffing levels for headquarters and overseas offices. PA will:
  - Identify priority and emerging markets;
  - Identify priority sectors for Egyptian exporters;
  - Design a resource/budget allocation matrix to meet the requirements of the markets and sectors identified; and
  - Develop criteria and a plan to reconfigure and reorganize the map of ECS offices and staff in accordance with the resource allocation matrix including:
    - Location of offices in best current and emerging markets;
    - Number of staff needed by region/priority countries; and
    - Number of local hires required to lend market expertise and language skills.
3. **ECS STRATEGIC PLAN:** Using the planning documents listed above, PA will coordinate with Ministry officials to develop the ECS Strategic Plan. The strategy will provide a blueprint for 0-3 years. The Plan will be highly cognizant of priority markets and sectors, new technologies, and GOE general economic goals. Timelines and milestones will be provided for achieving objectives. Comments of selected members of the private sector, the exporting community, associations and business organizations will be solicited after the basic outline of the Plan has been prepared. The Strategic Plan will also include a

step-by-step design that will detail how each overseas office can develop individual annual Work Plans.

**Deliverables:**

- Mission Statement
- Resource Allocation Matrix
- ECS Strategic Plan

**➤ ADMINISTRATIVE, BUDGET, AND PERSONNEL MANAGEMENT SYSTEMS**

1. **DEVELOPMENT OF AN INITIAL\* OPERATIONS MANUAL:** PA will work with MOEFT officials, headquarters and overseas posts to assess current administrative procedures and systems and to provide clear and efficient standard operating procedures in the areas of office management, administrative and reporting procedures, computer technologies, and internal communication. The Manual will emphasize the elimination of duplicative and inefficient processes and will base procedures in available computer technologies.

*\*Initial means that the Manual can be expanded when appropriate as new initiatives arise.*

**Deliverables:**

- Initial Operations Manual

**➤ TRADE PROMOTION**

1. **DEVELOPMENT OF AN INITIAL\* PROGRAM MANUAL:** PA will design and produce a Program Manual based on the best practices for current ECS trade promotion programs and suggested new programs for 2001-2002. The Manual will allow officers to see what types of companies these initiatives work for, why they are successful and when they are not. It will also demonstrate how local resources in the host country can be leveraged to make the programs work well, and will provide a step-by-step approach to successful implementation of each program. The Manual will include a program evaluation and measurement plan that will assess the extent to which the ECS trade programs are meeting client needs and organizational goals.

*\*Initial means that the Manual can be expanded as and when appropriate as new initiatives arise.*

**Deliverables:**

- Initial Program Manual

**➤ TRAINING**

1. **TRAINING SYLLABUS:** PA will develop a training catalogue for the four levels of ECS officers. For each level, full course descriptions will be provided. The catalogue will include detailed course descriptions, proper course sequence, and evaluation mechanisms. Suggested courses could include:

- Cross Cultural Awareness
- Computer Training
- Customer Service
- Conflict Resolution
- Crisis Management
- Foreign Language
- Basic Management
- Effective Communication
- Leadership Skills
- Intermediate Management Skills
- Creative Thinking
- Effective Writing
- Marketing and Business Development
- Negotiation Skills and Techniques
- Performance Management Training
- Advanced Leadership Skills
- Improving Managerial Effectiveness
- International Public Affairs
- Diplomatic Protocol

**Deliverables:**

- Training Syllabus

Although the ECS Launch has not been included in this program, this conference should be considered as an additional program in early 2002. The Launch would serve both as a meeting of the worldwide ECS leadership and as an opportunity to launch the programs and services of the ECS to the Egyptian business community.

**III. TIMEFRAMES**

Although these may change, the following is a suggested timeframe for each task:

June 1 to August 31, 2001

Prepare and complete Mission Statement and logo. Complete Resource Allocation Matrix. Begin Training Syllabus.

September 1, 2001 to November 30, 2001

Begin and complete Program Manual. Begin Strategic Plan. Complete Training Syllabus.

December 1, 2001 to February 28, 2002

Complete Strategic Plan. Begin Operations Manual.

March 1, 2002 to May 30, 2002

Complete Operations Manual.

**IV. COMPENSATION AND STAFFING**

In order to complete the tasks and deliverables outlined herein, the Ministry shall pay to PA

\$23,333 per month from June 1, 2001 to May 31, 2002. This monthly payment shall not include expenses (See Clause V below). Upon signing this agreement, and on July 1, 2001, the Ministry shall remit payment for one quarter in the amount of \$70,000. Thereafter, payment for the remainder will be paid in quarterly increments, i.e. \$70,000 on September 1, 2001, \$70,000 on December 1, 2001 and \$70,000 on March 1, 2002. All payments will be wired to PA Consulting Group at:

Bank of America  
8300 Greensboro Drive, Suite 550  
McLean, VA 22102  
ABA#051-000-017  
International: SWIFT Code BOFUS3N  
PA Consulting (Transport) Inc.  
Account Number: 004119616132

#### **V. EXPENSES**

In addition to the monthly payment for services and deliverables, the Ministry will be responsible for all out-of-pocket costs and incidental expenses. Such costs and expenses will include but not be limited to telephone charges, travel and accommodation expenses, research materials and services. The Minister will appoint a coordinator for contract expenses in the Ministry that PA will work with throughout the term of this agreement. Senior contract Principals as listed in Attachment A will travel by business class on overseas flights. When agreed upon in writing by both parties, additional Principals may be added in Attachment A

#### **VI. TERM OF AGREEMENT**

This Agreement will be in effect for a twelve month period, from June 1, 2001 to May 31, 2002. Additional tasks, services, and/or deliverables may be added subject to additional compensation and expenses and can be agreed to by amendment of this Agreement that will be made in writing and signed by the parties hereto. After the initial six-month period of this Agreement, either party may terminate the Agreement, with or without cause, by giving sixty (60) days written notice to the other party. In the event of such termination, all compensation and expenses owed through the last month in which actual termination takes place will be paid.

#### **VII. CONFIDENTIALITY**

The parties hereto this Agreement warrant that each shall hold any information received from the other in strict confidentiality and shall not divulge any said confidential information to any other party except by court order or upon the express written consent of the other.

#### **VIII. MISCELLANEOUS**

A. All notices and communication for PA should be sent to:

Judith Barnett  
PA Consulting Group  
1530 Wilson Boulevard

Fourth Floor  
Arlington, Virginia 22209

Telephone: 703-312-8681  
Mobile: 703-744-7248  
Fax: 703-516-2773

- B. A contact person will be specified in the MOEFT for this Initiative.
- C. This Agreement is a total and complete integration of all representations and agreements existing between PA and the MOEFT and supersedes any prior oral or written representations and agreements between them.

This Agreement consists of eight (8) clauses, including this one and has been executed in two (2) originals. No amendment of this Agreement shall be considered valid unless made in writing and signed by the parties hereto.

The Ministry of Economy and Foreign Trade

By: 

PA Consulting Group

By: 

Agreed to and accepted this 25 day of June, 2001.