

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. 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, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov/>. 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 in print and online at: <http://www.fara.gov/>.

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, Counterespionage Section, National Security 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 Dutko Worldwide LLC 412 First Street SE, #100 Washington, DC 20003	2. Registration No.  5904
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3. Name of foreign principal The Socialist Movement for Integration (LSI)	4. Principal address of foreign principal Rrug "Sami Frasheri" Godina 20140 Tirane, Albania
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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:

<input type="checkbox"/> Partnership	<input type="checkbox"/> Committee
<input type="checkbox"/> Corporation	<input type="checkbox"/> Voluntary group
<input type="checkbox"/> Association	<input type="checkbox"/> 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

b) Name and title of official with whom registrant deals

7. If the foreign principal is a foreign political party, state:

a) Principal address  
Rrug "Sami Frasheri"  
Godina 20140, Tirane, Albania

b) Name and title of official with whom registrant deals  
Prime Minister Ilir Meta

c) Principal aim  
Outreach to increase support for a peaceful, fair, and transparent elections in Albania with protections for freedoms of press, human rights, and political equality. Establish Prime Minister Meta as leading advocate on this issue

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 <input type="checkbox"/> | No <input type="checkbox"/> |
| Owned by a foreign government, foreign political party, or other foreign principal              | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Directed by a foreign government, foreign political party, or other foreign principal           | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Controlled by a foreign government, foreign political party, or other foreign principal         | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Financed by a foreign government, foreign political party, or other foreign principal           | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Subsidized in part by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

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.

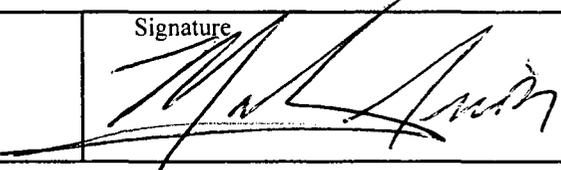
Date of Exhibit A	Name and Title	Signature
2/24/09	MARK IRION, CEO	

Exhibit B  
To Registration Statement  
Pursuant to the Foreign Agents Registration Act of 1938, as amended

**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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1. Name of Registrant Dutko Worldwide LLC 412 First Street SE #100 Washington, DC 20003	2. Registration No.  5904
3. Name of Foreign Principal The Socialist Movement for Integration (LSI)	

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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.  
Please see the attached contract

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

Please see the attached contract for scope of services to be performed

Date of Exhibit B	Name and Title	Signature
2/24/09	MARK IRION, CEO	

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 or public interests, policies, or relations of a government of a foreign country or a foreign political party.



Building Public-Private Partnerships

**CONSULTING SERVICES AGREEMENT**

This Consulting Services Agreement (the "Agreement") is between **The Socialist Movement for Integration** ("LSI" or the "Client") an Albania political party with its principal place of business at Rruga "Sami Frasheri" Godina 20/10, Tirane, Albania and **Dutko Global Advisors, LLC** (the "Firm") a wholly owned subsidiary of Dutko Worldwide, LLC, a Delaware limited liability company with its principal place of business at 412 First Street, SE, Washington, D.C. 20003. For purposes of this Agreement, the Client and the Firm are referred to collectively as "the Parties."

**AGREEMENT**

1. **Services.**

Under the terms of this Agreement, the Firm will provide to the Client professional consulting services including, but not necessarily limited to:

- Prepare reports, testimony, legislative language, and related hearing preparation as required by the Client;
- Identify and assist in outreach to independent sources of research or advocacy which support the Client's agenda;
- Engage U.S. Government and non-governmental leaders and institutions to support a peaceful, fair and transparent election in Albania with protections for freedom of the press, human rights and political equality;
- Establish Prime Minister Meta as a leading voice and advocate on this issue.

2. **Representations by Client.**

Client represents that: (i) no fees, expenses, or other amounts paid to the Firm in connection with this Agreement shall be paid from any Federal or State appropriated funds; (ii) Client shall timely complete and submit any required lobbying registration forms and reports; (iii) it recognizes that certain costs incurred in connection with this Agreement may not be deductible business expenses under applicable Federal and State law; (iv) it is familiar with the requirements of the Foreign Corrupt Practices Act (FCPA); (v) it has in the past, and shall continue to comply with terms of the FCPA; (vi) no person affiliated with the Client is an official of the foreign government who is in a position to influence decisions regarding the contemplated activities, and the Client agrees to notify the Firm if any such person assumes such a position; (vii) with reasonable notice, the U.S. company may audit the expenses and invoices of the local agent or partner to ensure compliance with the FCPA and other relevant laws; and (viii) the Firm has is a right to terminate the agreement upon any violation of the representations contained herein or upon any notice that the representations made herein are false.

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3. Obligations of the Firm.

- a. The Firm will perform its responsibilities under this Agreement in an ethical and businesslike manner.
- b. The Firm will submit all reports required of it by Federal and State lobbying disclosure and/or reporting laws.

4. Obligations of Client.

- a. Assisting with Government Disclosures by the Firm. Client recognizes that the Firm may periodically be required to file Federal and State lobbying disclosure forms which may require Client's signature. Client agrees to cooperate in the Firm's efforts to file these disclosures, including, but not limited to, providing timely signatures on disclosure forms provided by the Firm. The Client further agrees to notify the Firm immediately should any of person affiliated with the Client become an official or employee of a foreign government who is in a position to influence decisions regarding the scope of activities undertaken pursuant to this Agreement.
- b. Expenses. Client authorizes the Firm to incur and receive reimbursement for reasonable out-of-pocket expenses related to the Firm's performance of the Agreement, including: travel costs; expenses related to attending meetings and conferences relevant to the Client's business interests; long distance telephone charges; postage; photocopy and facsimile charges; legal compliance expenses incurred by the Firm associated with any lobbying activities undertaken pursuant to this Agreement; expenses related to the processing and filing of any lobbying disclosure and registration forms; and such other out-of-pocket expenses that are reasonably necessary to the Firm's performance of the Agreement. Reimbursable expenses are separate from and shall not be considered when determining the Firm's compensation under the Agreement.
- c. Non-payment. Client acknowledges that any failure to timely remit payments due under this Agreement constitutes a material breach hereof.

5. Compensation.

- a. Monthly Retainer. Client agrees to pay the Firm, as compensation for services performed under this Agreement, a Monthly Retainer fee of \$30,000. Monthly fees are prorated for partial months. For example, if the Agreement were to begin on the 15th of the month, the retainer fee charged for that month would be at fifty percent (or \$15,000) in this example.
- b. Payment Schedule. Payment of the monthly retainer and expenses is due upon receipt of the Firm's invoice. If Client fails to pay any sums due within thirty (30) days from the date such sums are due and owing, the balance will accrue interest at the rate of 1% per month. Should the Client allow its account to fall more than ninety (90) days in arrears, the Firm retains the option of suspending its professional services called for in this Agreement until payment arrangements are made to the satisfaction of the Firm. Client will pay the monthly retainer by wire transfer as explained in attachment A.

6. Confidential Information.

The Firm and the Client agree that they will hold in confidence the content of this Agreement and any information whatsoever concerning the activities or business of the other, unless such disclosure is (a) mutually agreed upon in writing; (b) reasonably required in connection with the fulfillment of the disclosing party's obligations hereunder, and then is made only to the minimum extent necessary to carry out such obligations; (c) information which had generally become known to the public other than through the disclosure thereof by the disclosing party; (d) to attorneys, accountants or other professional advisors of the disclosing party under confidentiality agreements substantially identical to this one; or (e) pursuant to compulsory legal process.

7. Duration and Termination.

- a. This Agreement shall commence on March 1, 2009, and continue through June 30, 2009 ("Initial Term"). This Agreement shall automatically renew and continue on a month-to-month basis until renewed or terminated by either Party pursuant to the terms herein.
- b. Either Party may terminate this Agreement for cause upon the other Party's breach or default of any provision of this Agreement unless such breach or default is corrected or cured within thirty (30) days after receipt of written notice thereof from the other Party.
- c. Either Party may terminate this Agreement for cause immediately, in the event that the other Party: (i) is the subject of a voluntary or involuntary petition in bankruptcy; (ii) is or becomes insolvent; or, (iii) ceases to pay its obligations or conduct business in the normal course.
- d. Following the completion of the Initial Term and during any month-to-month continuation period, either Party may Terminate the Agreement upon the provision, in writing, of no fewer than forty five (45) days' notice. Termination pursuant to this paragraph does not release Client or the Firm from any ongoing disclosure or reporting requirements either might have under this Agreement or any amendments hereto or of any obligation of Client to provide Compensation for any and all services provided on behalf of Client.
- e. The Firm has the right to terminate this Agreement immediately upon any actual, threatened, alleged, or investigated violation of the Foreign Corrupt Practices Act by the Client, or upon indication that the representations made in this Agreement concerning FCPA compliance by Client were false or no longer remain true.

8. Limitation of Liability and Indemnification.

WITH THE EXCEPTION OF INDEMNIFICATION FOR FCPA VIOLATIONS DESCRIBED IN THIS PARAGRAPH, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, EVEN IF IT HAS ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE FIRM BE LIABLE TO CLIENT IN AN AMOUNT IN EXCESS OF COMPENSATION PAID TO THE FIRM DURING THE PRECEDING TWELVE MONTHS BEFORE THE DETERMINATION OF LIABILITY. THE CLIENT AGREES TO FULLY INDEMNIFY AND HOLD HARMLESS THE FIRM FOR ANY DAMAGES, COSTS, FEES AND EXPENSES (INCLUDING ATTORNEYS' FEES, COURT COSTS, AND ANY DAMAGES) ARISING FROM OR IN ANY WAY CONNECTED TO ANY VIOLATION OF THE FOREIGN CORRUPT PRACTICES ACT BY THE CLIENT OR THE CLIENT'S AFFILIATES, AGENTS, REPRESENTATIVES, MANAGERS, DIRECTORS, or EMPLOYEES.

9. Notices.

All notices required or authorized by this Agreement shall be given in writing and shall contain a reference to this Agreement. All such notices shall be deemed effective when they are either served by personal delivery, or sent, postage prepaid, by registered or certified mail to the receiving Party at the following address:

If to the Firm:           Dutko Global Advisors, LLC  
412 First Street, SE  
Washington, DC 20003  
Attn: Bob Busick  
bob.busick@dutkoworldwide.com

If to Client:           The Socialist Movement for Integration  
2 Rruga "Sami Frasheri"  
Godina 20/10  
Tirane  
Albania  
Attn: Prime Minister Ilir Meta

or such other address as either Party shall hereafter designate in writing to the other.

10. Waiver.

The failure of either Party to enforce at any time or for any period of time any provision hereof shall not be construed to be a waiver of such provision of the right thereafter to enforce each and every provision. No waiver by either Party to this Agreement, either express or implied, of any breach of any term, condition or obligation of this Agreement shall be construed as a waiver of any subsequent breach of that term, condition or obligation or of any other term, condition or obligation of this Agreement.

11. Assignment.

Neither this Agreement nor any right or obligation hereunder may be assigned or transferred in whole or in part by either Party without the prior written consent of the other Party. No attempt to assign or transfer the Agreement in violation of this provision shall be valid or binding.

12. Relationship of Parties.

The Firm is an independent contractor. All persons employed by the Firm in the performance of the Agreement shall perform under the control and direction of the Firm and shall under no circumstances be considered employees of the Client.

13. Dispute Resolution.

The Firm and the Client agree that in the event a dispute arises under the terms of this agreement, the following procedures shall be utilized to resolve the dispute(s).

- a. Collection Disputes. Should the Client fail to pay any amount owing under this Agreement, and should the Client fall more than ninety (90) days in arrears, a "Collection Dispute" shall be deemed to have arisen. The Firm reserves the right to utilize the services of a Collection Agency or attorney to resolve any Collection Dispute and to recover any amount owing, plus interest. The Firm expressly reserves the right to pursue any and all available legal or equitable remedies to recover amounts owing under this Agreement. In the event that it becomes necessary to involve the services of an attorney or collection agent, the Client agrees to pay all costs of collection attempts including reasonable attorney's fees and all costs or expenses associated with any Collection Disputes, including but not limited to interest and any court fees or costs. Each Party agrees to submit to the exclusive jurisdiction of any federal or state court located in Washington, D.C. for any Collection Dispute arising under this Agreement, and hereby waives and agrees not to assert, by way of defense to any suit, claim or proceeding brought therein, that venue and jurisdiction are improper.
- b. All Other Disputes. With the exception of the rights reserved and procedures set forth in this Agreement concerning Collection Disputes (for which the Parties agree to the exclusive jurisdiction and venue of any federal or state court located in Washington, D.C.), should any other disputes arise under this Agreement, the parties agree to use the arbitration services of the American Arbitration Association (AAA), and that the parties will abide by District of Columbia law regarding civil arbitration and will be bound by the decision of the arbitrator. Any arbitration will take place in the District of Columbia. The Parties agree to waive their rights to seek judicial resolution of such disputes (other than Collection Disputes, for which judicial resolution is available as described above).

14. Integration and Modification.

This document, including any attached Schedule(s), contains the entire agreement between the Parties relating to the subject matter hereof. All prior agreements and all prior

negotiations are superseded by this Agreement. This Agreement, including any Schedule(s), may not be modified except by a written document signed by an authorized person on behalf of each Party.

15. Severability

Should any provision of this Agreement be held to be void, invalid, or inoperative, the remaining provisions of this Agreement shall not be affected and shall continue in force and effect and the invalid provision shall be deemed modified to the least degree necessary to remedy such invalidity.

16. Headings

The Section Headings herein are for convenience only and shall have no force or effect upon the construction or interpretation of any provision hereof.

17. Interpretation

This Agreement has been entered into after review and negotiation of its terms by the Parties hereto, who have both had the opportunity to consult with counsel. The Agreement shall be fairly interpreted in accordance with its terms and without any strict construction favor of or against either Party. No ambiguity or omission shall be construed or resolved against either Party on grounds that this Agreement or any provision thereof was drafted or proposed by such Party.

18. Choice of Law

This Agreement, including its drafting, construction, and performance, shall be governed and construed in accordance with the laws of the District of Columbia without regard to any choice of law or conflict of law provisions.

19. Survival

The following sections of this Agreement (including all respective subparts) shall continue in full force and effect notwithstanding any termination or expiration hereof: Sections 3, 4, 5, 6, 7, 8, 9, 11, 13, 14, 15, 16, 17, 18, 19.

**The Socialist Movement for Integration**

By: [Signature]  
Prime Minister Ilir Meta

Date: 17 Feb. '09

**Dutko Worldwide, LLC**

By: [Signature]  
Mark S. Irion  
Chief Executive Officer

Date: 11 Feb. '09

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