

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 International Public Affairs Consultants, Inc. P.O. Drawer 6865, McLean, Virginia 22106	2. Registration No. 3730
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3. Name of foreign principal Embassy of South Africa	4. Principal address of foreign principal 3051 Massachusetts Ave., N.W. Washington, D.C. 20008
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5. Indicate whether your foreign principal is one of the following type:

- Foreign government (Embassy)
- 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 _____

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

- a) Branch or agency represented by the registrant. Embassy
- b) Name and title of official with whom registrant deals. J.H.A. Beukes, Ambassador Designate

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

- a) Principal address
- b) Name and title of official with whom the registrant deals.
- c) Principal aim
Governmental. It is the Embassy of Foreign Government.

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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
Governmental. It is the Embassy of Foreign Government.

b) Is this foreign principal

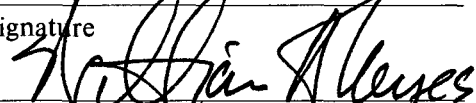
- Owned by a foreign government, foreign political party, or other foreign principal Yes No
- Directed by a foreign government, foreign political party, or other foreign principal Yes No
- Controlled by a foreign government, foreign political party, or other foreign principal Yes No
- Financed by a foreign 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.)

The Embassy of South Africa is an extension of the Republic of South Africa and thereby under its direction and control.

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 August 30, 1985	Name and Title William A. Keyes, President	Signature 
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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 duplicate for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Name of Registrant	Name of Foreign Principal
International Public Affairs Consultants	Embassy of South Africa

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 two 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 two 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 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.

See attached contract.

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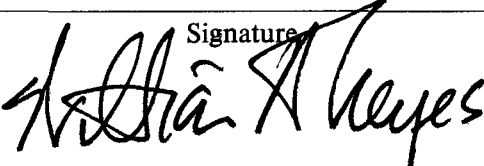
5. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

See attached contract.

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

See Registration Statement, Part V.

Date of Exhibit B	Name and Title	Signature
August 30, 1985	William A. Keyes, President	

¹Political activity as defined in Section 1(o) of the Act is 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.

A G R E E M E N T

ENTERED INTO BY AND BETWEEN

THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA, HEREINAFTER REFERRED TO AS THE "GOVERNMENT", DULY REPRESENTED BY THE AMBASSADOR DESIGNATE OF SOUTH AFRICA, JOHANNES HERMANUS ALBERTUS BEUKES, HE BEING DULY AUTHORISED THERETO,

A N D

INTERNATIONAL PUBLIC AFFAIRS CONSULTANTS, INC. HEREINAFTER REFERRED TO AS THE "CONTRACTOR": DULY REPRESENTED BY WILLIAM A. KEYES, JAMES A. PARKER

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WHEREAS the Government is desirous of engaging the services of a consulting firm in the United States of America on behalf of the Republic of South Africa to provide the Government with general consulting services, including guidance, counselling and representation; and

WHEREAS the Contractor is especially interested in fostering an improved standard of living for black South Africans: and

[Handwritten signatures and initials]

WHEREAS the Contractor has agreed to assist the Government in
aforementioned capacities;

NOW THEREFORE the parties agree as follow:

1. The Contractor is hereby retained and appointed to assist the Embassy of the Republic of South Africa in Washington DC, in carrying out its political, economic and cultural programme in the United States of America subject to the terms and conditions of
t h i s A g r e e m e n t .

2. The principle focus of the Contractor's counselling and representation shall be to foster better political, economic and cultural relationships between the Government of South Africa and the United States of America, with the ultimate objective of improving the standard of living for South Africa's Black population, and more particularly:
 - 2.1 to assist in the establishment of exchange programs for black American and black South African educators;
 - 2.2 to assist black South Africans with efforts to enroll in American colleges and universities;
 - 2.3 to organize fact-finding tours of South Africa for interested black Americans;

Handwritten signature and initials, possibly reading 'W. R. ... J. B. B.', located at the bottom right of the document.

- 2.4 to inform black American business organizations of opportunities in South Africa that can be profitable and also effective in improving the economies of black South Africans and their communities;
- 2.5 to work with black American business organizations in the United States and South Africa to facilitate joint ventures;
- 2.6 to monitor legislative activities on Capitol Hill and political activities elsewhere, and alert the government of South Africa of matters which may be important to them;
- 2.7 to contact members of Congress to inform them of the government of South Africa's positions on issues that concern them;
- 2.8 to be available to answer questions that members of Congress have regarding events in South Africa and the government's positions on important issues;
- 2.9 to facilitate meetings between the Ambassador and key members of Congress to discuss progress in South Africa and to answer questions from members of Congress;

The bottom right of the page contains three handwritten signatures or initials. From left to right: a stylized signature that appears to be 'W.H.H.', a signature that appears to be 'J.P.A.' with 'AAS' written below it, and the initials 'J.H.B.'.

- 2.10 to organize meetings between visiting South African dignitaries, especially blacks, and members of Congress;
- 2.11 to encourage and organize fact-finding trips for members of Congress and/or staff to South Africa;
- 2.12 to encourage and organize fact-finding trips to South Africa for key journalists, especially black Americans;
- 2.13 to organize meetings for visiting dignitaries with editors of key black news media; and
- 2.14 to encourage and facilitate speeches by prominent black Americans and prominent black South Africans to important interest groups in the United States.
3. The Contractor shall be remunerated for his aforementioned service at the rate of 90 000,00 (ninety thousand dollars) per quarter year, payable in advance to the contractor on the first day of every quarter with effect from August 28, 1985. Following payments will only be made after submission of a report to the Ambassador for the work done during the foregoing term.



3.1 It is expressly agreed that the sum designated above include all costs normally incurred in the conduct of the activities set forth, including fees and salaries of any additional personnel whose services the Contractor may engage in the furtherance of activities.

3.2 The Contractor will further be reimbursed for such expenses not within the scope of this contract as may be authorised in advance by the Government and on submission of appropriate receipts. Such disbursements shall not exceed the sum of \$30 000,00 (Thirty thousand dollars) per year.

3.3 This agreement shall be effective as from August 28, 1985 until August 27, 1986. With effect from February 27, 1986 either party may terminate the agreement upon two months written notice to the other.

4. The Contractor shall indemnify and hold the Government harmless from and against -

(a) any and all claims arising from contracts concluded between the Contractor and third parties in order to give affect to the objectives of this Agreement; and

Handwritten signatures of the Contractor and Government representative.

(b) any and all claims, liabilities or damages arising from the preparation or presentation of any programmes covered by this Agreement including costs of litigation and counsel's fees.

5. The validity, interpretation and performance of this Agreement shall be governed by the laws of the Republic of South Africa.
6. Any controversy or claim arising out of or relating to the Agreement or breach thereof shall be settled by arbitration in the City of Pretoria, Republic of South Africa, in accordance with the laws of the Republic of South Africa
7. This document contains the entire Agreement between the parties and it is recorded that no representations were made by either party other than those that are expressly set forth. No agent, employee or other representative of either party is empowered to alter any of the terms and conditions hereof. No variation of any of the terms and conditions of this Agreement shall be valid and binding unless reduced to writing and signed by the parties or their representatives duly authorised to sign such variation on their behalf.
8. Should the Contractor fail to comply with any of the conditions of this Agreement, the Government shall be entitled to cancel this Agreement forthwith.



9. Any notices intended for the Government shall be delivered to the Ambassador for the time being at -

Embassy of South Africa
3051 Massachusetts Avenue, NW
WASHINGTON DC 20008
UNITED STATES OF AMERICA

10. All notices intended for the Contractor shall be delivered to -

Post Office Drawer #6865
McLEAN, VA 22106

SIGNED on this the 28th day of August 1985
at Washington DC. U.S.A.

FOR THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA:

J. H. R. R. R.
.....

WITNESSES: 1.
2. [Signature]

FOR THE CONTRACTORS:

[Signature]
.....

WITNESSES: 1. [Signature]