OMB No. 1105-0003

U.S. Department of Justice
Washington, DC 20530

Exhibit A
To Registration Statement
Under the Foreign Agents Registration Act of 1938, as amended

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 Genreral 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
Daniel J. Edelman, Inc.
1420 K Street, NW Washington, DC 20005

2. Registration No.
3634

3. Name of foreign principal
Embassy of the Government of India

4. Principal address of foreign principal
2107 Massachusetts Avenue, NW
Washington, DC 20008

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 _____

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

a) Branch or agency represented by the registrant. Embassy of the Government of India

b) Name and title of official with whom registrant deals.
Nirupama Rao
Minister (Press and Information)

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

a) Principal address

b) Name and title of official with whom registrant deals. NA

c) Principal aim

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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

NA

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.)*

NA

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
1/25/94	Leslie Dach/General Manager	

U.S. Department of Justice
Washington, DC 20530

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

OMB No. 1105-0007
Approval Expires Nov. 30, 1993

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.

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 Genreral 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 .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, D.C. 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, D.C. 20503.

Name of Registrant	Name of Foreign Principal
Daniel J. Edelman, Inc.	Government of India

Check Appropriate Boxes:

1. [X] 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.

Registrant has been retained by the Law Firm of McAuliffe, Kelly & Raffaelli to provide public relations services to the foreign principal per the attached contract.

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 [X] 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.

PUBLIC RELATIONS INCLUDING MEDIA RELATIONS, TO ENCOURAGE PUBLIC AWARENESS OF ECONOMIC REFORMS, PROMOTE TOURISM AND INVESTMENT. IN ADDITION, TO DEVELOP A MEDIA PLAN TO PROMOTE AND EXPLAIN INDIAN SOCIAL AND POLITICAL DEVELOPMENT AND ITS IMPORTANCE TO THE UNITED STATES. IMPLEMENTATION WILL INCLUDE MEDIA CONTACTS AND WRITING.

Date of Exhibit B	Name and Title	Signature
1/25/94	Leslie Dach/General Manager	

[1]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.

[4]U.S. GPO: 1992-312-332/61638

McAULIFFE, KELLY & RAFFAELLI
A PARTNERSHIP INCLUDING A PROFESSIONAL CORPORATION
ATTORNEYS AT LAW
THE COLORADO BUILDING
SUITE 200
1341 G STREET, N.W.
WASHINGTON, D.C. 20005
TELEPHONE (202) 783-1800
TELECOPIER (202) 783-2913

LOS ANGELES, CA
ROME

SERVICE AGREEMENT

This Agreement is made this 13th day of January, 1994 by and between McAuliffe, Kelly & Raffaelli (hereinafter, "MKR") and Edelman Public Relations Worldwide, Inc. (hereinafter, "EPRW").

WITNESSETH:

WHEREAS, MKR has entered into an agreement with the Government of India (the "Retainer Agreement") whereby MKR has agreed to provide certain legal services to the Government of India in return for the payment to MKR by the Government of India of a monthly retainer fee, as specified in the Retainer Agreement (the "Retainer Fee"); and

WHEREAS, the Retainer Agreement specifies that MKR shall retain the services of a public relations firm to perform certain activities on behalf of and in furtherance of the interests of the Government of India, and further specifies that MRK shall coordinate and supervise the activities of said public relations firm; and

WHEREAS, MKR, in furtherance of its obligations under the Retainer Agreement, wishes to engage the services of EPRW to perform public relations services on behalf of the Government of India; and

WHEREAS, EPRW is willing to perform public relations services on behalf of and to act as a public relations representative of the Government of India;

NOW, THEREFORE, in consideration of the covenants and conditions set forth herein, the Parties hereto agree as follows:

1. Character of Services

During the term of this Agreement, EPRW shall provide to MKR and the Government of India public relations services as described in Exhibit A hereto.

2. Compensation

As compensation for any and all services rendered by EPRW to MRK and the Government of India pursuant hereto, MKR shall, during the term of this Agreement, pay to EPRW a monthly retainer fee of twelve thousand dollars ($12,000.00) (the

"Service Fee"). The Service Fee for each month of the term of this Agreement shall be due and payable by MKR to EPRW fifteen (15) calendar days after the date of receipt by MKR from the Government of India of said month's corresponding Retainer Fee. EPRW shall be solely responsible for and MKR shall not be obligated to pay any value-added or similar taxes, if any, imposed by any governmental authority on the services rendered by EPRW under this Agreement.

3. Expenses

MKR shall reimburse EPRW for all reasonable and necessary business expenses incurred and paid by EPRW in the performance of its services under this Agreement. Business expenses shall include such items as necessary telephone, telefax, photocopying, postage or shipping, meal, and reasonable and authorized travel charges. However, in no event shall the total for business expenses for EPRW exceed two thousand dollars ($2,000.00) during any calendar month. EPRW shall submit at least once every month to MKR an itemized and detailed accounting of all its expenses. Payment of any invoice for expenses for each month of the term of this Agreement shall be due and payable by MKR to EPRW fifteen (15) calendar days after the date of receipt by MKR from the Government of India of payment of said month's corresponding invoices submitted by MKR to the Government of India for expenses under the Retainer Agreement.

4. Confidentiality and Use of Information

During and after the term of this Agreement, EPRW shall retain in confidence and shall not use for its own benefit or the benefit of any third party, other than the Government of India, or divulge or convey to any third party, any Confidential Information obtained by EPRW during or prior to the term of this Agreement, whether obtained in written, oral or other form, except in furtherance of the performance of its services hereunder. Confidential Information for purposes of this Agreement includes all information, knowledge, or data relating to the Government of India or its activities, in whatever form, disclosed to EPRW by MKR or the Government of India at anytime. All products, documents, material, data, drawings, notebooks, notes, reports, records, lists, software and other information and work products generated by EPRW pursuant to this Agreement shall, as between EPRW and MKR, be the exclusive property of MKR and shall by considered Confidential Information subject to the confidentiality requirements set forth herein.

Confidential Information shall not include information that EPRW can establish, through written documentation:

(i) is in the public domain at the time of disclosure by MKR or the Government of India, or becomes part of the public domain after such disclosure, other than as a consequence of breach of this Agreement by EPRW;

(ii) was known or otherwise available to EPRW prior to disclosure by MKR or the Government of India; or

(iii) was disclosed to EPRW at any time by a third party if EPRW reasonably believes such disclosure does not violate any obligations of the third party to MKR or the Government of India.

EPRW's obligations with respect to Confidential Information shall not prohibit EPRW from making any disclosure, to any governmental agency or otherwise, that is required by law, provided that any such disclosure shall not affect the confidential nature of such information for purposes of this Agreement. Prior to making any such disclosure, EPRW shall provide MKR reasonable opportunity to interpose an objection or take action to assure the confidential handling of such information.

5. Physical Property

All products, documents, material, correspondence, data, drawings, notebooks, notes reports, records, lists, software and others information furnished to EPRW by MKR or the Government of India in furtherance of this Agreement shall remain, as between MKR and EPRW, the sole property of EPRW, and shall be returned to MKR immediately as and when requested by MKR or otherwise promptly upon the termination of this Agreement for any reason. EPRW shall provide MKR upon termination of this Agreement all physical property in its possession or control which was created by EPRW pursuant to EPRW performance hereunder and not previously provided to MKR.

6. EPRW's Other Activities

EPRW hereby represents and warrants that EPRW's performance under this Agreement will not violate any obligation EPRW may have to any third party. MKR acknowledges that EPRW may perform services for other persons or entities during the term of this Agreement, provided, however, that EPRW shall not: (i) perform or agree to perform any other services to the extent such performance may directly interfere or prevent EPRW's timely performance of services hereunder; and (ii) undertake to represent or perform services for any person or entity to the extent that such representation or performance of services would constitute a conflict of interest. EPRW acknowledges and affirms that it is aware that MKR's agreement with the Government of India specifically grants the Government of India the authority to terminate the agreement if MKR undertakes any representation which is hostile to the interests of the Government of India without the prior approval of the Government of India. EPRW, as an employee of MKR, therefore further agrees to consult with and obtain the approval of MKR before undertaking any public relations work for any new client whose interests may be hostile to the Government of India. EPRW agrees that if EPRW undertakes such representation without prior consultation with and approval by MKR and EPRW's actions are the basis for MKR's retainer agreement being terminated by the Government of India, EPRW shall be liable for damages to MKR in the amount of the remaining money due MKR by the Government of India at the time of termination.

7. Assignment

Neither party may assign any of its rights or obligations under this Agreement without the prior written consent of the other Party, except that MKR may, at its sole discretion, assign its rights and obligations under this Agreement to the Government of India.

8. Governing Law

The terms and conditions of this Agreement shall be applied and construed in accordance with the laws of the District of Columbia.

9. Entire Agreement

This Agreement constitutes the entire agreement between the Parties, and it may not be changed orally, but only by agreement in writing, signed by each of the Parties.

10. Term and Termination

This Agreement shall be effective as of the 15th day of January, 1994, and shall have a term of six (6) months, unless otherwise extended in writing by the Parties. Notwithstanding the foregoing, MKR shall have the right to terminate this Agreement for any reason upon thirty (30) days' written notice to EPRW.

IN WITNESS WHEREOF, the Parties hereto have entered into this Agreement on the date first indicated:

McAULIFEE, KELLY & RAFFAELLI

Signed: _____

Date: 1/13/94

EDELMAN PUBLIC RELATIONS WORLDWIDE, INC.

Signed: _____

Date: 1/13/94