U.S. Department of Justice
Washington, DC 20530

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

OMB NO. 1105-0003

Privacy Act Statement. Every registration statement, short form registration statement supplemental statement, exhibit, amendment, copy of information 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 documents, other than information 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

Verner, Liipfert, Bernhard, McPherson and Hand, Chartered
901 15th Street, N.W.
Washington, D.C. 20005

2. Registration No. 3712

3. Name of foreign principal

United Nations Industrial Development Organization

4. Principal address of foreign principal

United Office at New York
One United Nations Plaza, Room DC1-1110
New York, New York 10017

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 ☐ Committee

☐ Corporation ☐ Voluntary group

☐ Association ☐ Other *(specify)* Non Governmental Agency

☐ Individual-State nationality _____

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

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: N/A

a) Principal address.

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

c) Principal aim

Formerly OBD-67

FORM CRM-157
SEP. 1996

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

The development objective of UNIDO is to support developing countries and economies in transition in their efforts to accelerate socio-economic development, while meeting the environmental challenge.

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 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.)*

United Nations Industrial Development Organization is directed, controlled and financed by the governments of 168 countries, not including the United States.

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	Signature
	Michael J. Roberts, President and Managing Attorney	Michael J. Roberts 1/8/05

U.S. Department of Justice
Washington, DC 20530

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

OMB NO. 1105-0007

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 information 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 documents, other than information 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	2. Registration No. 3712
Verner, Liipfert, Bernhard, McPherson & Hand, Chartered	

3. Name of foreign principal

United Nations Industrial Development Organization

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.

Performance of the above-mentioned agreement is set forth in the attached letter of agreement.

Formerly OBD-65

FORM CRM-155
SEP. 1996

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

The activities to be engaged in by the Registrant on behalf of the foreign principal are set forth in the attached letter of agreement. The Registrant will engage in activities on behalf of the foreign principal that do not require registration under the Act. The Registrant is registering because some of its activities may require such registration.

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.

The Registrant will provide strategic advice and counsel to the foreign principal. The Registrant's activities may also include inquiries on behalf of the foreign principal with Executive Branch officials and officials of government agencies. The Registrant will not speak on behalf of the foreign principal to the executive and legislative branches of the United States Government except with the foreign principal's express authorization.

Date of Exhibit B	Name and Title Michael J. Roberts, President and Managing Attorney	Signature /s/ Michael J. Roberts /SWS

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

UNITED NATIONS INDUSTRIAL DEVELOPMENT ORGANIZATION

UNIDO OFFICE AT NEW YORK
ONE UNITED NATIONS PLAZA, ROOM DC1-1110
NEW YORK, N.Y. 10017
TELEPHONE: (212) 963-6890 FACSIMILE: (212) 963-7904 WEB SITE: http://www.unido.org

09 SEP 99 PM 4:06

FAX COVER SHEET

DATE: September 10, 1999

TO: Ms. Fabiana Jorge
Verner, Liipfert, Bernhard, McPherson and Hand
PHONE:
FAX: (202) 371-6279

FROM: R. Carlos Sersale di Cerisano
Special Representative to the UN System
PHONE:(212) 963-6890
FAX: (212) 963-7904

RE: Contract

CC:

Number of pages including cover sheet: 7

Message

Dear Fabiana,

As discussed, please see attached my signature to the agreement. According to UNIDO's rules and regulations I would appreciate receiving your signature on the attached contract.

Upon receipt of your signature, I shall wire the first installment of USD 7,500 to the bank account indicated in your letter of 7 September 1999.

Best regards.

VERNER LIIPFERT
CONSULTING SERVICES INC.

901-15TH STREET, N.W.
WASHINGTON, D.C. 20005-2301
(202) 371-6000
FAX: (202) 371-6279

September 7, 1999

Carlos Sersale di Cerisano
UNIDO
One United Nations Plaza, Room DC1-1110
New York City, NY 10017

Via facsimile

Dear Carlos:

It was a pleasure to speak with you last week and learn about the significant changes taking place within the United Nations Industrial Development Organization ("UNIDO"). On behalf of Verner Liipfert Consulting Services, Inc ("Verner Liipfert"), we look forward to the opportunity to assist you in communicating these changes and the new vision to key decision makers in Washington, DC.

Based on conversations we have had, we would schedule two or three meetings at the State Department, including the office of the Undersecretary for Global Affairs, the Assistant Secretary for International Organization Affairs and the Washington office of Richard Holbooke, the new U.S. Ambassador to the United Nations. In addition, we propose scheduling one or two meetings with the White House, National Economic Council and perhaps National Security Council or the office of Legislative Affairs, as well as Secretary Daley's chief of staff which would expose you to a select group of highly respected decision makers in the U.S. Government. We may need to alter this list depending on the availability of these people, but you would be consulted on any changes.

In addition, and based on our conversation, we understand that you would need our assistance in identifying and obtaining Congressional meetings to complement the ones you are working on. We understand that we would coordinate the agenda and provide support to your efforts with the U.S. Congress. Finally, we would prepare briefing information on each person that Mr. Magariños will meet so that he is fully prepared for each meeting.

We estimate that this representation would demand a minimum of 40 hours for at least two or three people. With this in mind, as well as your budgetary constraints, we are comfortable proposing a reduced fee of $15,000. As you know, our Firm's policy is to charge clients for standard out-of-pockets expenses incurred by the Firm in the course of our representation of that client. Notwithstanding this policy, and in accordance with your request, our Firm will not charge UNIDO these standard expenses incurred by the Firm such as document reproduction, fax and

FROM : UNIDO NY PHONE NO. : 212 963 7904 Sep. 16 1999 04:05PM P2

phone, courier and ground transportation (for a car and driver up to eight (8) hours daily). We have agreed to your request in the spirit of building a mutually beneficial and long-lasting relationship with UNIDO. Please note that other major expenses, if required, such as out-of-town travel, will be billed separately.

The fee should be paid in two installments: $7,500 upon the signing of this agreement and the other half ($7,500) at least two days before the visit takes place. Payments shall be made by wire transfer to:

Bank:	Crestar Bank, N.A. 1445 New York Ave., N.W. Washington, DC, 20005
Bank Routing No (ABA#):	051-000-020
Account Number:	206635575
Account Name:	Verner, Liipfert, Bernhard, McPherson and Hand Master Depository Account
Bank Contact:	Pearlie Jordan

Carlos, I hope this proposal meets with your approval. If you have any questions, please do not hesitate to call me.

Sincerely,

VERNER LIIPFERT CONSULTING SERVICES, INC.

John A. Merrigan

John A. Merrigan /ADS

Maria Fabiana Jorge

M. Fabiana Jorge /ADS

If this letter accurately describes the agreement between the United Nations Industrial Development Organization (UNIDO) and Verner Liipfert Consulting Services, please sign and date below.

AGREED TO:

By: [signature]

Position: Adm Legal Affairs

Date: 10 September 99

UNITED NATIONS INDUSTRIAL DEVELOPMENT ORGANIZATION
1 United Nations Plaza, Room DC1-1110, New York, N.Y. 10017, USA
Telephone: (212) 963-6890, Telefax: (212) 963-7904

Contract Number: UNIDO-NYO-99001 Obligation Number: UNIDO-NYO-99-01

CONTRACT
ENTERED INTO BETWEEN THE
UNITED NATIONS INDUSTRIAL DEVELOPMENT ORGANIZATION (UNIDO)

AND

Name (hereinafter referred as the Contractor): VERNER LIIPFERT CONSULTING SERVICES, INC.

Address: 901-15th Street, N.W., Washington, D.C. 20005-2301

Telephone No: (202) 371-6000 Telefax No: (202) 371-6279

1. Subject to the General Conditions on the reverse side, which are part hereof, and any special conditions stated hereinafter the Contractor agrees to provide the following services and/or goods:

To schedule two or three meetings at the State Department, including the office of the Under Secretary for Global Affairs, the Assistant Secretary for International Organization Affairs and the Washington office of Richard Holbrooke, the new US Ambassador to the United Nations.

To schedule one or two meetings with the White House, National Economic Council and eventually the National Security Council or the office of Legislative Affairs, as well as Secretary Daley's Chief of Staff.

To assist in identifying and obtaining Congressional meetings and to coordinate their agenda and provide logistical support.

To provide briefing information on each person that the Director-General will meet.

Continuation sheet(s): (Yes) No XX

According to availability of officials there may be some adjustments

2. The total maximum cost of this Contract is for USD 15,000 (plus VAT where applicable) _____. The Contractor shall not provide any services or supply any materials which would exceed the total maximum cost of this Contract without a formal written amendment to this contract signed by the Contractor and the authorized UNIDO officer or his/her representative.
3. Payment terms:
Payment under this Contract shall be made by UNIDO by bank transfer to the account designated by the Contractor. All bank charges outside of New York are to be borne by the Contractor. UNIDO will provide payment (or part payments) only upon satisfactory delivery of services/goods and upon submission of invoices and documentary evidence.

Phase(s):	1	2		
Date(s):	Upon signing of contract	At least two days before the visit of Director-General takes place		
Amount(s):	USD 7,500	USD 7,500		

FROM : UNIDO NY PHONE NO. : 212 963 7904 Sep. 10 1995 04:06PM P4

Mailed invoices quoting the Contract No., and other documents which may be produced under this Contract shall be sent, in one (1) original and two (2) copies to:

R. Carlos Sersale di Cerisano
Special Representative of the Director-General
UNIDO Office at New York
1 United Nations Plaza, Room DC1-1110
New York, N.Y. 10017

4. This Contract is concluded for the period starting on 10 September 1999 and ending on 29 September 1999. This Contract will not be automatically renewed at the end of the Contract period.
Or one week after the Director's Meeting visit (whichever is later)

Signature: [signature]	I acknowledge that I have read and accept all conditions of the Contract:
Name and Title of Duly Authorized Representative of the Contractor:	Name of Contractor: Ma. Fabiana Jorge
Date and Place: Sep. 13, 1999	Signature: [signature]
	Name of Duly Authorized UNIDO Official: R. Carlos Sersale di Cerisano
	Date and Place: 10 September 1999, New York

Distribution:
Original – Contractor
Copy one – Confirmation – Signed and returned by Contractor
Copy two – Contract File
Copy three – Requesting Office
Copy four – Finance Officer

GENERAL CONDITIONS OF CONTRACT
UNITED NATIONS INDUSTRIAL DEVELOPMENT ORGANIZATION

1. Independent Contractor

The contractor shall have the legal status of an independent contractor. Any person assigned by the contractor to perform services under this Contract shall remain in the employment of the contractor. Unless otherwise provided for in this Contract, UNIDO shall not be liable for any kind in connection with the performance of such services. The Contractor and his employees shall conform to all applicable laws, regulations and ordinances.

2. Contractor's Responsibility for Employees

The contractor shall be responsible for the professional and technical competence of his employees and will select for work under this Contract reliable individuals who will performance effectively in the implementation of the Contract.

3. Assignment

The contractor shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof or any of the contractor's rights, claims or obligations under this Contract except with the prior written consent of UNIDO.

4. Sub-Contracting

In the event the contractor requires the services of sub-contractors, the contractor shall obtain the prior written approval and clearance of UNIDO for all sub-contractors. The approval by UNIDO of a sub-contractor shall not relieve the contractor of any of his obligations under the terms of this Contract, and the terms of any sub-contract shall be subject to and be in conformity with the provisions of this Contract.

5. Non-employment of UN/UNIDO staff members

The contractor shall not employ or consider the employment of UN or UNIDO employees. The contractor warrants that no employee or retired employee of UN or UNIDO who is not a bona fide employee of the contractor has been or shall be admitted by the contractor to any direct or indirect benefit arising from this Contract or the award thereof.

6. Bankruptcy

Should the contractor be adjudged bankrupt, or should the contractor make a general assignment for the benefit of its creditors, or should a receiver be appointed on account of the contractor's insolvency, UNIDO may, without prejudice to any other right or remedy it may have under the terms of this Contract, terminate this Contract forthwith by giving the contractor written notice of such termination.

7. Indemnification

The contractor shall indemnify, hold and save harmless and defend at its own expense UNIDO its officers, agents, servants and employees from and against all suits, claims, demands and liability of any nature or kind, including costs and expenses arising out of acts or omissions of the contractor or his employees, agents, suppliers or sub-contractors in the performance of this Contract. This requirement shall extend to claims or liabilities in the nature of workmen's compensation and to claims or liabilities arising out of the use of patented inventions or devices.

8. Force Majeure

Force Majeure as used herein shall mean acts of God, laws or regulations, industrial disturbances, acts of the public enemy, civil disturbances, explosions and any other similar cause of equivalent force not caused by nor within the control of either party and which neither party is able to overcome. As soon as possible after the occurrence of any cause constituting force majeure, the contractor shall give notice and full particulars in writing to UNIDO of such force majeure if the contractor is thereby rendered unable, wholly or in part, to perform his obligations and meet his responsibilities under this Contract. In this event, the following provisions shall apply:

a) The obligations and responsibilities of the contractor under this contract shall be suspended to the extent of his ability to perform them and for as long as such inability continues. During such suspension and in respect of work suspended, the contractor shall be entitled only to reimbursement by UNIDO against appropriate vouchers of the essential costs of maintenance of any of the contractor's equipment and of per diem of the contractor's personnel rendered idle by such suspension.

b) The contractor shall within fifteen (15) days of the occurrence of the force majeure submit a statement to UNIDO of estimated expenditures for the duration of the period of suspension.

c) The time of this Contract shall be extended for a period equal to the period of suspension taking, however, into account any special conditions

FROM : UNIDO NY PHONE NO. : 212 963 7904 Sep. 10 1995 04:07PM P6

which may cause the time for completion of the work to be different from the period of suspension.

d) If the contractor is rendered permanently unable, wholly or in part, by reason of force majeure to perform his obligations and meet his responsibilities under this Contract, UNIDO shall have the right to terminate this Contract in whole or in part upon thirty (30) days' notice of termination to the contractor. In the event that such termination is not caused by the contractor's negligence or fault UNIDO shall be liable to the contractor for payment in respect of services already rendered and for the cost of such services as are essential and as the contractor is asked by UNIDO to provide. The contractor shall keep expenses at a minimum and shall not undertake any forward commitment from the date of receipt of any notice of termination.

e) For the purpose of the preceding sub-section, UNIDO may consider the contractor permanently unable to perform in case of any period of suspension in excess of ninety (90) days. Any such period of ninety (90) days or less shall be deemed temporary inability to perform.

9. Workmen's Compensation and Sub-contracts
The contractor undertakes that provisions concerning paragraph 2 and the obligation to comply with the labour laws and mandatory laws of the Government concerning health, accident and unemployment insurance will be inserted inn all sub-contracts or sub-ordinate contracts made in performance of this Contract, except sub-contracts or sub-ordinate contracts exclusively for furnishing materials or supplies.

10. Arbitration
Any dispute arising out of the interpretation or application of the terms of this Contract or any breach thereof shall, unless it is settled by direct negotiations, be settled in accordance with the arbitration rules established by the United nations Commission on International Trade Law (UNCITRAL) as at present in force. The parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute. It is understood, however, that the provisions of this paragraph shall neither constitute nor imply the waiver by UNIDO of its privileges and immunities.

11. Privileges and Immunities
Nothing in or relating to this Contract shall be deemed a waiver or modification of the privileges and immunities of UNIDO.

12. Obligations
In connection with the performance of this services under this Contract unless so authorised by UNIDO, the contractor shall neither seek nor accept instructions from any authority external to UNIDO. The contractor shall refrain from any action, which may adversely affect UNIDO and shall fulfil his commitments with full regard for the interests of UNIDO. Unless authorised in writing by UNIDO the contractor shall not advertise or otherwise make public the fact that he is performing or has performed services for UNIDO. Also the contractor shall not, in any manner whatsoever, use the name emblem or official seal of UNIDO or any abbreviation of the name of UNIDO. In connection with his business or otherwise. The contractor is required to exercise utmost discretion in all matters relating to this Contract. Unless required in connection with the performance of his work under this Contract or where specifically authorised by UNIDO the contractor shall not communicate at any time to any person, Government or authority external to UNIDO any information which has not been made public and which is known to him by reason of his association with UNIDO. The contractor shall not, at any time use such information to private advantage. These obligations do not lapse upon satisfactory completion of the work under this Contract or termination of this Contract by UNIDO.

13. Title to Equipment
Title to any equipment and supplies which may be furnished by UNIDO shall rest with UNIDO and any such equipment and supplies shall be returned to UNIDO at the at the conclusion of this Contract or when no longer needed by the contract. Such equipment and supplies when returned to UNIDO shall be in the same condition as when delivered to the contractor, subject to normal wear and tear.

14. Amendments
No changes in or modifications of this Contract shall be made except by mutual agreement, in writing, between UNIDO and the contractor.

FROM : UNIDO NY PHONE NO. : 212 963 7904 Sep. 10 1999 04:28PM P7