U.S. Department of Justice
Washington, DC 20530

Exhibit A
To Registration Statement
Under 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, 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
DEVELOPMENT COUNSELLORS INTERNATIONAL, LTD.
461 PARK AVENUE S. - 12TH FLOOR
NEW YORK, NY 10016

2. Registration No.
4777

3. Name of foreign principal
GOVT. OF TRINIDAD & TOBAGO

4. Principal address of foreign principal
10-14 PHILLIPS ST.
PORT OF SPAIN

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 ☐ Committee

☐ Corporation ☐ Voluntary group

☐ Association ☐ Other (specify) _____

☐ Individual—State his 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

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

c) Principal aim

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

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.)*

Business Prospecting.

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
6/13/00	JOAN AMATO, Controller	Joan Amato

*U.S. Government Printing Office: 1993 — 342-487/72127

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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, 1986

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
DEVELOPMENT COUNSELLORS INTL.	GOVT. OF TRINIDAD & TOBAGO

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 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.

To serve as an economic development representative to contact and arrange appointments with business Prospects.

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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.

a. contact & arrange appointments
b. develop methods of marketing.
c. arrange attendance for Trade & investment fairs.
d. provide space for meetings.
e. track and document communications

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.

Date of Exhibit B	Name and Title	Signature
6/13/00	Joan Amato Controller	Joan Amato

[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.

CONTRACT

THIS CONTRACT ("Contract") is made this...24th.....day of .....August 2000 between the TOURISM AND INDUSTRIAL DEVELOPMENT COMPANY OF TRINIDAD AND TOBAGO LIMITED ("the Client") having its principal place of business at 10-14 Philipps Street, Port of Spain and DEVELOPMENT COUNSELLORS INTERNATIONAL ("the Consultant") having its principal office located at 461 Park Avenue, New York, NY.

WHEREAS the Client wishes to have the Consultant perform the services hereinafter referred to and

WHEREAS the Consultant is willing to perform these services,

NOW THEREFORE THE PARTIES hereto agree as follows:

1. Services
The Consultant shall perform the services specified in Annex A which is made an integral part of this Contract ("the Services").

2. Terms
The Consultant shall perform the Services during the period commencing September 01, 2000 and ending on February 28, 2001 or any other period as may be agreed by the parties in writing. By February 01, 2001 the Consultant shall receive from the Client, a decision as to possible continuation after March 01, 20001.

3. Payment
A. Ceiling
For the Services, the Client shall pay the Consultant a monthly time fee of US$8,000.00 for a total of US$48,000.00. Out of pocket expenses, including but not limited to travel, representation, communication, correspondence, development of materials and like, shall be billed to the Client at cost. Where these expenses are likely to exceed US$2,000.00 per month (ceiling total), the Consultant shall obtain the prior approval of the Client in writing.
Requests for reimbursement of out of pocket expenses shall be submitted by the consultant to the Client by invoice and shall be subject to the approval of the Client.

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B. Schedule of Payments
The schedule of payments is specified below:
US$8,000.00 on September 01, 2000 and US$8,000.00 on the first working day of each of the following five months and ending February 01, 2001.

C. Payment Conditions
Payment of the monthly time fees and the out of pocket expenses shall be made not later than thirty (30) days following submission of invoices in duplicate to the Coordinator designated in paragraph four (4) and in accordance with the schedule of payments.

4. Project Administrator

Coordinator:

The Client designates Mr. Vishnu Ramlogan, its President or his designated representative, as Client's Coordinator; the Coordinator shall be responsible for the coordination of activities under the Contract, for receiving and approving invoices for payment, and for acceptance of the deliverables by the Client.

5. Performance Standard

The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity.

6. Confidentiality

The Consultant shall not, during the term of this Contract, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

7. Ownership of Material

The Consultant agrees to assign to Client all intellectual property rights in any studies. reports or other material, graphic, software or otherwise, prepared by the Consultant for the Client under this Contract. The Consultant may retain a copy of such documents and software but shall not make copies available to any third party without the prior written consent of the Client.

8. Law Governing Contract and Language

The Contract shall be governed by the laws of the Republic of Trinidad and Tobago, and the language of the Contract shall be in English.

9. Insurance

The Consultant will be responsible for taking out any professional, public liability and other appropriate insurance coverage to indemnify itself against all risks inherent in a Contract of this nature.

10. Assignment

The Consultant shall not assign this Contract or subcontract any portion of it without the Client's prior written consent.

11. Termination

This agreement can be terminated by either of the signature parties upon thirty (30) days written notice to the other for any reasons whatsoever.

12. Settlement of Disputes

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or the interpretation thereof.

Any dispute between the Parties as to matters arising pursuant to this Contract, that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement, may be submitted by either Party for settlement by arbitration. Arbitration proceedings shall be conducted in accordance with the Arbitration Act of Trinidad and Tobago, Chapter 5:01 or any modifications, thereof.

In any arbitration

(a) proceedings shall, unless otherwise agreed by the Parties, be held in the Republic of Trinidad and Tobago;

(b) the English language shall be the official language for all purposes; and

(c) The decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority), shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.

(d) All expenses of the arbitration, except the costs of legal representation and attendance of the parties, shall be equally borne by the parties.

FOR THE CLIENT

Signed by:

Vishnu Ramlogan
President
Tourism and Industrial Development Company of Trinidad and Tobago Limited

FOR THE CONSULTANT

Signed by:

Ted Levine
Chairman
Development Counsellors International

List of Annexes:
Annex A: Services

APPENDIX A

Services

1. Scope of Services

Development Counsellors International (DCI) shall serve as an economic development representative for the Tourism and Industrial Development Company of Trinidad and Tobago Ltd. (TIDCO) in North America for the agreed period. This function will involve but not be limited to the following:

(a) Utilize its office, staff and services to contact and arrange appointments with business prospects, their advisors and other influencers; such initial contacts shall focus particularly but not exclusively on identified target cluster economic activities such as:

- hotel/resort properties and other tourism investment;
- software development, call centres and back office operations;
- general manufacturing activities including subcontracting in the following areas:
    - food and beverage
    - printing and packaging
    - plastics
    - electronics
    - chemicals and pharmaceuticals
- such other sectors or activities as may from time to time be requested by the Client.

(b) Utilize all appropriate methods of marketing to encourage these contacts and meetings including but not limited to – direct mail, telemarketing, editorial placement, website, special events and sales promotion to achieve the mission.

(c) Utilize its office, staff and services to contact and arrange appointments to complement TIDCO staff members' attendance at Trade and Investment fairs in North America.

(d) Provide appropriate space within its premises to carry out meetings with TIDCO prospects, their advisors and their influencers in order to encourage initial interest; visitation to Trinidad and Tobago and establishment of facilities on a continuing basis.

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In addition to appropriate space within its premises at 461 Park Avenue, NY, DCI will also provide staff, telephone, fax, internet, stationery and other resources on behalf of TIDCO.

(e) Develop a TIDCO-approved system for tracking and documenting prospect development and continuing communication with the client in Port of Spain. DCI will continue to maintain contact with leads generated until a project commences and as directed by TIDCO.

(f) Provide monthly status reports by the last working day of the month. Status reports will contain:

(i) objectives for current month and accomplishments
(ii) targets for following month
(iii) problems encountered
(iv) expense report

(g) Transfer of technology through internships at DCI's office.

(h) Final Report to include:

- Detailed accomplishments
- Assessment of promotional tools
- Special challenges
- Recommendations for the future
- Financial Report

2. Targets

A. (i) qualified leads	100
(ii) face to face meetings	12-20
(iii) site visits scheduled	3-5
(iv) editorials	2
(v) special events	2
(vi) sectors for direct mail	3
(vii) commitment to invest within one year	1

B. Prospects Development and Management System
- Draft by September 30, 2000
- Final by October 15, 2000

The scope of services and targets specified herein shall not be modified by the Client without first obtaining the Client's approval in writing.