

OMB 43-80216
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Approval Expires Oct 31, 1981
U.S. DEPARTMENT
OF JUSTICE
CRIMINAL DIVISION

EXHIBIT A

TO REGISTRATION STATEMENT

JAN 12 10 57 AM '82

Under the Foreign Agents Registration Act of 1938, as amended
INTERNAL SECURITY SECTION
REGISTRATION UNIT

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
Ogilvy & Mather, U.S.
2 E. 48th Street
New York, N.Y. 10017

2. Registration No.
#2530

3. Name of foreign principal
Aramco Services

4. Principal address of foreign principal
1100 Milam Building
Houston, Texas 77002

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 _____

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 the 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

Aramco Services comp. renders services to it's parent corp., Arabian American Oil Company ("Aramco") in the recruiting of personnel to work in Saudi Arabia.

TERMINATED

DATE 6-83

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

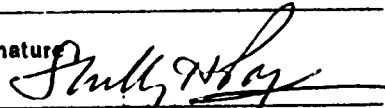
Subsidized in whole by a foreign government, foreign political party, or other foreign principal Yes No

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.)

Based on the only information that we have, that which is obtainable thru the various broadcast and print media, Aramco is a nationalized corporation which is wholly owned and operated by the Government of Saudi Arabia.

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 12/4/81	Name and Title SECRETARY H. PAGE SECRETARY	Signature 
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UNITED STATES DEPARTMENT OF JUSTICE
Washington, D.C. 20530

OMB
NO. 43-1435
APPROVED FOR RELEASE
U.S. DEPARTMENT OF JUSTICE
CRIMINAL DIVISION
Oct. 31, 1981

EXHIBIT B

TO REGISTRATION STATEMENT
Under the Foreign Agents Registration Act
of 1938, as amended

JAN 12 10 58 AM '82

INTERNAL SECURITY
SECTION
REGISTRATION UNIT

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
Ogilvy & Mather, U.S. Division of Ogilvy & Mather, Int'l Inc.	Aramco Services Comp.

Check Appropriate Boxes:

- 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.
- 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.
- 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 establish in writing, mutually agreed upon parameters by which Ogilvy & Mather, U.S. will act as advertising agency for Aramco Service Company. In consideration of these undertakings we receive remuneration as outlined in the attached contract.

TERMINATED


DATE 6-83

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

We act as advertising agency for Aramco Services. We prepared and place advertising in U.S. newspapers, magazines, and broadcast media to attract new employees.

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
12/4/21	SPENCER H. PRICE - SECRETARY	

^{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.

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JAN 12 10 58 AM '82

INTERNAL SECURITY
SECTION
REGISTRATION UNIT

CONTRACT FOR ADVERTISING SERVICES

THIS CONTRACT, made and entered into as of this first day of April 1979 by and between ARAMCO SERVICES COMPANY ("ASC"), a corporation having offices at 1100 Milam, Houston, Texas 77002, and OGILVY & MATHER INC. ("O&M"), a corporation having offices at One Allen Center, Houston, Texas 77002.

WITNESSETH:

WHEREAS, ASC renders services to its parent company ARABIAN AMERICAN OIL COMPANY ("ARAMCO") among which is recruiting personnel to work in Saudi Arabia; and

WHEREAS, ASC desires to advertise the positions open for recruiting; and

WHEREAS, O&M is an experienced advertising agency, ready, willing and able to perform such advertising services as ASC may require from time to time;

NOW, THEREFORE,

IN CONSIDERATION of the premises and of the agreements, undertakings and covenants hereinafter written, the parties HEREBY MUTUALLY AGREE as follows:

1. This Contract shall come into effect as of April 1, 1979 and shall continue in effect until terminated by either party as provided in Paragraph 10 hereof.

2. In all things undertaken by the parties, it is specifically understood and agreed that O&M shall endeavor at all times to be an independent contractor and shall not attempt to act as an agent, servant or employee of ASC except as otherwise specifically provided herein.

TERMINATED

DATE 6-83

3. O&M shall, at ASC's written request, perform any or all of the following services:

(i) Examine ASC recruitment needs and analyze present and potential markets and report to ASC its findings and recommendations based on its knowledge and experience.

(ii) Formulate and recommend definite plans as to the best utilization of the available media to advertise ASC recruitment program.

(iii) Upon approval of any advertising plan by ASC, O&M shall write, design, illustrate or otherwise prepare ASC advertisements and, when specifically requested, write and prepare programs to be broadcast or published in any other appropriate form.

(iv) Arrange for space, time or other means to be used for ASC advertising, exerting best efforts to obtain the most advantageous rates available.

(v) Properly incorporate the message, as approved by ASC, in mechanical or other form and prepare instructions for its manufacture and use.

(vi) Check, verify and correct insertions, displays, broadcasts or other means used, as and to such degree as is usually performed by top advertising agencies.

(vii) Audit invoices received from artists, publishers and/or media for space, time, preparation and services.

(viii) Exert its best efforts to advise, cooperate and assist in making the most effective advertising to meet ASC needs.

4. ASC shall:

(i) Provide O&M all the pertinent information regarding present and anticipated needs and schedules.

(ii) Promptly express in writing its approval or disapproval of O&M recommendations and plans.

(iii) Authorize the preparation of detailed programs for publication or broadcast.

(iv) Pay promptly O&M invoices.

5. It is understood that O&M shall not make any commitments to others with regard to services, time or space for ASC advertising without ASC's prior written approval of the plan, the commitment and the expenditure involved.

6. ASC may, however, at any time modify, stop, suspend or cancel any or all plans, schedules or work in progress irrespective of whether or not prior approval has been granted. Upon receipt of ASC notice to stop, suspend or cancel any plan, schedule or work, O&M shall immediately carry out ASC's instructions. ASC shall, however, pay for any work, plan done or performed before its cancellation or for any losses resulting therefrom supported by documents and duly audited by ASC.

7. It is O&M's responsibility to obtain releases, licenses, permits, or other authorization to use photographs, copyrighted materials, art work or any other property or rights of a third party as may be required for using same for ASC advertisements. Any cost incurred by O&M for obtaining the above shall be reimbursed by ASC as shall be provided hereinafter.

8. In consideration for the faithful and complete performance of the services herein set forth, ASC shall pay O&M as follows:

(i) For Media Advertising: Analysis preparation and placement of media advertisements based on the current published rates for all media either in the U.S. or outside the U.S. However, if any medium does not allow agency commission or if such medium allows less than the customary 15% agency commission, ASC shall be billed the net media rate plus 17.65% which is equivalent to the 15% agency commission on the total cost, before cash discount.

If O&M receives any refund or credit in connection with advertising space, time or materials for which ASC has paid in full, O&M shall refund or credit same amount to ASC.

(ii) For Outdoor Advertising: Card rates which shall include an agency commission of 16-2/3%. O&M will allow ASC the full benefit of all arrangements and concessions arrived at by agreement between the media and O&M whereby changes at less than card rates are agreed upon.

(iii) For Creative Services: Net costs plus 17.65% for such ancillary services as art, mechanical, production and lay-out, as purchased from O&M subsidiaries or outside suppliers. All over-time or golden time changes shall be approved by ASC in advance.

(iv) For Special Projects:

(a) Such as multi media presentations, motion pictures, talent field surveys, research projects and other special assignments as authorized by ASC in writing based on the estimate of time and expense submit-

ted by O&M and agreed to by ASC before the commencement of the project.

(b) O&M estimates based on billings for labor, time and materials shall be for the actual number of hours expended during the billing periods. The labor rates will be established annually and will require ASC written approval.

(c) Services or materials obtained from third parties shall be billed to ASC at cost plus 17.65%.

(d) Services performed by O&M subsidiaries shall be billed based on an annual price list as granted to their best customers or special rates granted to ASC, whichever is less.

(v) For expenses incurred during and in connection with the performance of the work: Postage and other costs of shipping of plates, copy, orders and other materials to suppliers of space and time will be reimbursed by ASC. Costs of telegraphic and teletype messages, long-distance telephone calls, traveling expenses and other out-of-pocket expenses for the performance of the work hereunder shall be reimbursed by ASC. Any state, federal, local taxes levied on materials and services purchased for ASC advertising will be reimbursed by ASC.

9. Upon receipt of invoices from Media or suppliers of services, O&M shall submit its invoices to ASC supported by copies of invoices received from Media and/or suppliers with details about the amount of commission included in the Media and/or suppliers' invoices. O&M shall submit its invoices in quadruplicate to Control-

ler, Aramco Services Company, 1100 Milam, Houston, Texas 77002. ASC shall pay promptly to O&M the amount invoiced. However, if such payment is effected to O&M in time for O&M to benefit of the net discount granted by Media and/or suppliers, such discount shall be credited to ASC. O&M shall submit its separate invoices in quadruplicate for services incurred by O&M supported by copies of authorization or proper documentation for expenses to Comptroller, Aramco Services Company, 1100 Milam, Houston, Texas 77002. It is understood that O&M shall follow this procedure or mutually agree upon variations of this procedure. It is understood that O&M shall keep complete records including time sheets and books of account showing all expenditures and payments of every kind and nature made by O&M during the term of this agreement and for one year after its completion. All such books and records (except payroll records) shall be open to ASC or to any firm of auditors appointed by ASC, at any and all reasonable times, for the purpose of inspection and audit.

10. At any time, with or without cause, either ASC or O&M may terminate this Contract by giving a written notice to the other party to that effect. Such termination shall become effective with the close of business the ninetieth (90th) day from the date of notice. Payments arising out of work accomplished or services rendered prior to termination shall nevertheless be made in accordance with the provisions of Paragraphs 7 and 8 of this Contract.

11. Neither party shall be responsible under this Contract for any default or non-performance to the extent that such default or non-performance shall be occasioned by force majeure, which for the purposes hereof shall be limited to acts of God, labor strikes, civil commotion, criminal acts of third persons, acts or omissions of sovereign states, fire, unavoidable accidents or war

(whether declared or undeclared).

12. All material, completed or uncompleted, which may be given to O&M or prepared by O&M in the performance of this Contract shall be and remain ASC property. Any information or memoranda which ASC or its affiliates may furnish O&M shall remain ASC property or the property of said affiliate. Promptly upon termination of the contract or at ASC's request at any time prior thereto, O&M shall deliver to ASC originals and copies of any information, memoranda or material prepared by O&M personnel or by suppliers for ASC's advertising. O&M shall not divulge any confidential information from or during the course of the work to be performed hereunder to anyone (except as authorized by ASC or required by law) so long as and to the extent the same has not become part of the public domain.

13. ASC shall not be liable to O&M or to any third party for any cost, expense, disbursement, loss or damage arising out of this Contract except as herein provided, provided always that ASC shall be and remain liable for the results of its negligence or the negligence of its employees.

14. ASC will indemnify O&M against any loss O&M may sustain as a result of any claim, suit or proceeding made or brought against O&M based upon

(i) assertions made for any of ASC's products (or services) or any of the products (or services) of any of ASC's competitors in any advertising which O&M may prepare for ASC and which ASC approves before its publication or broadcasting; and/or

(ii) an advertising element which is furnished by ASC to O&M and which allegedly violates the personal or property rights of anyone.

15. O&M's agreements with the Screen Actors Guild and the American Federation of Television and Radio Artists provide for O&M to be ultimately liable for payments to performers that may become due because of use of commercials by ASC's dealers. Therefore, ASC will indemnify O&M against any loss and/or expenses O&M may sustain resulting from any claim, suit or proceeding made or brought against O&M for use of any O&M produced commercials by ASC's dealers or by anyone else, when such claim, suit or proceeding arises out of O&M's obligations under the applicable union codes or contracts relating to the production of commercials.

16. Any unused advertising material, plans and ideas prepared by O&M and any advertisements not already published or broadcast at the time of termination of this Contract which are or will be paid for by ASC, shall be ASC's property regardless of the form they take whether a copy, artwork, plates, recordings, film, videotape, etc. O&M shall deliver same to ASC and shall transfer and assign or otherwise make available any contracts and arrangements with advertising media or others, whether it be for advertising space, broadcasting time or materials or uncancellable contracts and all rights and claims connected thereto against a release from ASC.

17. Neither this Contract nor any right or duty arising under it may be assigned by either party without the prior written consent of the other party.

18. Any sum due and owing to ASC from O&M may be set off against any sum due and owing to O&M from ASC.

19. It is agreed that the laws of Texas shall constitute the law controlling the interpretation of this Contract and shall govern and be followed in the construction of all of its provisions.

20. The provisions of this Contract constitute the entire agreement between the parties; it shall not be amended except by a writing signed by both of them, and any promise, agreement or representation not set forth in this Contract shall be of no force or effect between them.

21. It is specifically understood that this Contract shall not be interpreted as an exclusive contract. Accordingly, ASC at any time shall be free to make contracts for services of a similar nature as covered in this Contract with any other individual or firm as ASC may wish.

IN WITNESS WHEREOF, the parties hereto have executed this Contract in duplicate, intending each copy to serve as an original, as of the date and year first hereinabove written.

ARAMCO SERVICES COMPANY

By 
D. G. Wasson, President

OGILVY & MATHER INC.

By 
Mike Turner, Senior Vice President,
Managing Director