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

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
ARNOLD & PORTER	Government of Chile

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. [X] 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.

The Registrant and the foreign principal have entered into a written agreement with respect to certain of the activities being undertaken by the Registrant on behalf of the foreign principal. Three copies of this written agreement are attached to this Exhibit B. See also answer to Number 4 below.

4. Describe fully the nature and method of performance of the above indicated agreement or understanding.

The Registrant will render advice on U.S. and international regulations, laws and policies and will represent the foreign principal in connection with issues relating to the U.S. government's embargo on Chilean grapes in 1989. The fee for such representation is to be determined periodically based on usual hourly charges for legal fees, plus out-of-pocket expenses. The duration of the agreement is indefinite.

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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.

The Registrant will render advice on U.S. and international regulations, laws and policies and will represent the foreign principal in connection with issues relating to the U.S. government's embargo on Chilean grapes in 1989.

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 will require such registration.

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.

The Registrant may engage in political activities on behalf of the foreign principal. The Registrant's activities may on occasion include communications on behalf of the foreign principal with Executive Branch officials, officials of government agencies, and with members of the U.S. Senate and House of Representatives and their staffs relating to legislation and actions of the Executive Branch and government agencies that may affect or relate to the foreign principal.

Date of Exhibit B	Name and Title	Signature
January 11, 1991	Brooksley Born Partner	Brooksley Born

[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

CERTIFICATE

I, Thomas Carothers, hereby certify that I am competent to translate from Spanish into English, and that the translation of the Agreement for the Development of a Protection Program for Chilean Fruit in the American Market, attached hereto, is true and accurate.

Thomas Carothers

City of Washington)
) ss:
District of Columbia)

Subscribed and sworn to by Thomas Carothers this 8th day of January 1991.

Cassandra L. Freeman
Notary Public

My Commission Expires
July 14, 1992

REPUBLICA DE CHILE
MINISTERIO DE AGRICULTURA
GABINETE DEL MINISTRO

CONVENIO DESTINADO A DESARROLLAR UN PROGRAMA DE RESGUARDO AL COMERCIO DE FRUTA CHILENA EN EL MERCADO NORTEAMERICANO.

En Santiago a 22 de Noviembre de 1990, entre el Ministro de Agricultura de la República de Chile, Subrogante, don Maximiliano Cox Balmaceda, domiciliado en Calle Teatinos No. 40, piso 9o. de Santiago, por una parte, y por la otra la firma de abogados norteamericana "Arnold & Porter" representada por don William Rogers, ambos domiciliados en 1200 N. Hampshire Avenue, N.Y. Washington D.C. 20036, se ha acordado el siguiente convenio :

PRIMERO : "Arnold & Porter" se compromete con el Ministerio de Agricultura a elaborar un informe que permita desarrollar un programa de resguardo al comercio de la fruta chilena en el mercado norteamericano. Dicho informe deberá contener la legislación norteamericana con sus normas relativas al comercio interno de frutas, a la importación y exportación de las mismas; vías de acción a seguir contra los responsables de actuaciones lesivas a productos agrícolas chilenos vinculadas con la supuesta contaminación de uvas chilenas; las instancias y procedimientos de reclamos ante autoridades administrativas y judiciales e internacionales y los mecanismos que se consultan en materia de indemnización de perjuicios.

SEGUNDO : "Arnold & Porter" desarrollará este informe con sus propios equipos de profesionales, pudiendo también contratar servicios de terceros.

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TERCERO : El Ministerio de Agricultura pagará a "Arnold & Porter" los honorarios convenidos cuyo monto podrá ascender hasta US$ 220.000.- (doscientos veinte mil dólares). Tales honorarios se pagarán de la siguiente forma:

a) US$ 50.000.- a la fecha de entrega de un primer informe de avance del estudio.
b) US$ 50.000.- contra entrega de un segundo informe de avance.
c) De hasta US$ 120.000.- contra entrega y aprobación del informe final.

CUARTO : El Ministro designará un coordinador para que supervise la ejecución del estudio y sirva de enlace entre el Ministerio de Agricultura de Chile y "Arnold & Porter".

Serán funciones del Coordinador :

- Aclarar todas las dudas que puedan surgir durante el desarrollo del estudio y que digan relación con la orientación del mismo.
- Hacer las indicaciones que estime pertinentes y pedir las rectificaciones que estime conveniente para la mejor realización del estudio.
- Recabar de la autoridad administrativa correspondiente el pago de cada una de las cuotas que proceda conforme lo dispuesto en la cláusula anterior.

QUINTO : El contenido y los antecedentes del informe que deba emitir "Arnold & Porter" son de carácter reservado y

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lo que la entidad contratada debe tomar los resguardos necesarios para asegurar dicha reserva.

SEXTO : "Arnold & Porter" emitirá el informe final del estudio contratado a más tardar el día 8 de Marzo de 1991.

El Ministerio de Agricultura podrá solicitar se efectúen las aclaraciones o complementaciones al informe que estime pertinente.

El presente contrato se firma en cuatro ejemplares quedando dos en poder de cada una de las partes.

WILLIAM ROGERS
ARNOLD & PORTER

MAXIMILIANO COX BALMACEDA
MINISTRO DE AGRICULTURA
SUBROGANTE