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
Approval Expires Oct. 31, 1983

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

Gray and Company Public Communications International, Inc.
3255 Grace Street N.W. - The Power House, Washington, DC 20007

2. Registration No.

3301

3. Name of foreign principal

Societe Generale de Surveillance, S.A.

4. Principal address of foreign principal

thru: SGS North America
1415 Garden Street
Hoboken, N.J. 07030
and
Shea & Gardner
1800 Massachusetts Ave. N
Washington, DC 20036 W.

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. N/A

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

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

a) Principal address N/A

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

Foreign principal is a privately-held corporation involved in the export inspection business.

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.)*

N/A

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.

Societe Generale de Surveillance, S.A. is a privately-held corporation located in Geneva, Switzerland. SGS North America, Inc. is a wholly-owned affiliate of Societe Generale. Both companies are in the export inspection business. Shea & Gardner serves as legal counsel to both Societe Generale and SGS North America.

Date of Exhibit A	Name and Title	Signature
9/23/86	Richard McElheny ~~Sr. Vice President~~	

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, 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
Gray and Company Public Communications International, Inc.	Societe Generale de Surveillance S.A.

Check Appropriate Boxes:

1. ☑ 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.

Registrant will provide legal counsel to foreign principal with international trade policy counselling and services for which registrant will be paid a fixed monthly retainer plus payment for total actual staff hours and out-of-pocket expenses incurred on behalf of the foreign principal. The agreement covers a three month period but may be extended until such time as either party decides to provide the required 90 day advance written notice to terminate the agreement.

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

Registrant will assist legal counsel for foreign principal in contacts with Administration officials and Congress concerning a Section 301 petition filed against the governments of Ecuador, Guatemala, Jamaica, Paraguay and Venezuela challenging the use of the foreign principal's import pre-inspection service by those countries.

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.

See #5 above.

Registrant may contact by telephone, written correspondence, or personal visits appropriate Executive Branch officials or Congressional members and their staffs in representing the public relations/public affairs interests of the foreign principal.

Date of Exhibit B	Name and Title	Signature
9/23/86	Richard McElheny Sr. Vice President	

[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.

GRAY AND COMPANY
ADMIRAL DANIEL J. MURPHY, USN (RET)
VICE CHAIRMAN

September 19, 1986

Mr. Franklin D. Kramer
Shea & Gardner
1800 Massachusetts Avenue, NW
Washington, DC 20036

Dear Mr. Kramer:

Please accept this letter of agreement by which Gray and Company Public Communications International, Inc. ("Gray and Company") will provide international trade policy counselling to Shea & Gardner.

The fee for Gray and Company services will consist of a fixed monthly retainer of $2,500.00 to be paid in advance, plus the total hourly charges of officers and staff who participate on the account, plus out-of-pocket expenses incurred. Out-of-pocket expenses will be billed at cost, plus ten percent (10%) administrative handling fee.

Invoices will be submitted on a monthly basis. Any amounts outstanding more than sixty (60) days will incur a carrying charge of two percent (2%) per month. In addition, Gray and Company will have the right to suspend all work on Shea & Gardner's account in the event that any invoice remains outstanding for a period of more than sixty (60) days.

Gray and Company cannot independently verify factual material supplied to it by Shea & Gardner and therefore Shea & Gardner will indemnify and hold harmless Gray and Company for any claim, loss, damage, expense or other legal liability based upon information, representations, reports, news releases, or other material produced by Gray and Company for Shea & Gardner's use. DJM/RLM

Gray and Company's activities hereunder on behalf of Shea & Gardner shall be subject to all applicable U.S. laws, including the Foreign Agents Registration Act and the Foreign Corrupt Practices Act. As applicable and pursuant to such laws, it is undertstood Gray and Company may be making reports of its activities to appropriate U.S. government regulatory agencies and that such reports will be available to the public.

This contract shall be effective beginning September 19, 1986 and ending December 18, 1987. If notice of termination is not given by either party in writing ~~ninety~~ Thirty (30) days' prior to the expiration date, the contract will be extended, and may thereafter be terminated upon ninety (90) days' notice in writing by either party.

G. & Co., P.C. O.G.C.

PUBLIC COMMUNICATIONS INTERNATIONAL, INC
THE POWER HOUSE
WASHINGTON, D.C. 20007-3614
202-333-7400

TLX: 440143 GRAY UI
TWX: 710-822-9282 GRAY CO WSH

This agreement represents the entire agreement of the parties and may be amended only by a writing signed by all parties. It shall be governed and construed in accordance with the laws of the District of Columbia.

If you concur with the terms set forth above, please signify your acceptance by signing and returning to us the enclosed copy of this agreement.

GRAY AND COMPANY PUBLIC
COMMUNICATIONS INTERNATIONAL, INC.

By: _____
Daniel J. Murphy
Vice Chairman

G. & Co. P.C.I. O.G.C.

ACCEPTED:

SHEA & GARDNER

By: _____
Franklin D. Kramer

Title: Partner

Date: 9/22/86

SGS North America Inc.

1415 Garden Street
Hoboken, New Jersey 07030
Tel. (201) 792-5075

September 24, 1986

Mr. Daniel J. Murphy
Vice Chairman
Gray and Company
Public Communications International, Inc.
The Power House
Washington, D.C. 20007-3614

Dear Admiral Murphy:

In connection with your recent letter of agreement by which Gray and Company Public Communications International, Inc. will provide international trade policy counselling to our attorneys, Shea & Gardner, we recognize that Gray and Company cannot independently verify factual material supplied to it by us or by Shea & Gardner. Accordingly, we will indemnify and hold harmless Gray and Company for any claim, loss, damage, expense or other legal liability based upon information, representations, reports, news releases or other materials produced by Gray and Company for use by Societe Generale de Surveillance S.A. and its worldwide affiliates ("SGS"), its attorneys or other agents and in reliance upon information provided to Gray and Company by SGS, our attorneys or our agents.

Sincerely,

SGS NORTH AMERICA INC.

Deryck H. Tweedley
President

DHT/dv