U.S. Department of Jus
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	2. Registration No.
Hill and Knowlton, Inc. 420 Lexington Avenue, New York, N.Y. 10017	3301

3. Name of foreign principal	4. Principal address of foreign principal
National Tourist Office of Spain	665 Fifth Avenue New York, N.Y. 10022

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.

A) Tourist Office b) Francisco Giron, Director New York Office

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

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, N/A

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.)*

The National Tourist Office of Spain is a part of the Spanish Government promoting tourism on the country's behalf.

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
6-16-87	Joel Salman Assistant Controller	Joel Salman

U.S. Department of Justice
Washington, DC 2053[illegible]

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

OMB No. 1105-0007
Approval Expires Oct. 31, 1983

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
Hill and Knowlton, Inc.	National Tourist Office of Spain

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.

   a) Esta blish program of media relations via press releases, newsletters, press visits to Spain and ongoing dissemination of information with respect to tourism.

   b) Staff two public relations professionals in offices of ONET in New York and Los Angeles.

   c) Conduct media tours for ONET spokespersons during their visits to U.S..

   d) Plan and execute special projects and promotions on behalf of National Tourist Office of Spain

[illegible]

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

Same as 4

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.

Registrant may contact by telephone, written correspondence or personal visits to appropriate media representatives in representing the public relations/ public affairs interests of Hill and Knowlton clients.

Date of Exhibit B	Name and Title	Signature
6-16-87	Joel Salman Assistant Controller	Joel Salman

[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.

MINISTERIO DE TRANSPORTES, TURISMO Y COMUNICACIONES
SECRETARIA GENERAL DE TURISMO

Instituto Nacional
de
Promocion del Turismo

CONTRATO DE CAMPAÑA DE RELACIONES PUBLICAS 1987

POR LA ADMINISTRACION DEL ESTADO

El Ilmo. Sr. D. Ignacio Vasallo Tomé, Director General del Instituto Nacional de Promoción del Turismo, en uso de las facultades conferidas por el Real Decreto número 1209/1985 de 19 de junio.

POR LA COMPAÑIA DE RELACIONES PUBLICAS

Ms. Joyce Martin con pasaporte número € 1178255 como Vicepresidente de la Compañía de Relaciones Públicas Hill and Knowlton, Inc. de Estados Unidos, con sede en Nueva York, 420 Lexington Avenue, cuya perso - nalidad ha sido acreditada ante el Consulado de España en Nueva York.

Ambas partes se reconocen competencia y capacidad para formalizar el presente contrato.

CLAUSULAS DEL CONTRATO

Primera. La Compañía de Relaciones Públicas Hill and Knowlton, Inc. llevará a cabo las actividades y servicios necesarios para la ejecución de la Campaña de Relaciones Públicas en Estados Unidos en favor del turismo español durante el período comprendido entre la fecha en que el contrato se perfeccione, conforme a lo previsto en la claúsula novena, y el 31 de Diciembre de 1987.

Segunda. Durante el período de vigencia del presente contrato la Compañía Hill and Knowlton, Inc. desarrollará las actividades que seguidamente se detallan, en estrecho contacto y bajo la supervisión del Director de la Oficina Nacional Española de Turismo en Nueva York, para las actividades desarro - lladas en el área de las Oficinas de Nueva York y Chicago, y del Director de la Oficina Nacional Española de Turismo en Los Angeles para las actividades desarrolladas en el área de las Oficinas de Los Angeles, Houston y San Agustín:

a) Asesorar a las Oficinas Nacionales de Turismo en su labor de relaciones públicas y redactar los artículos, notas de prensa, reportajes, etc. que se le encarguen.

b) Establecer los contactos necesarios con periodistas, escritores de turismo, realizadores de programas de radio y TV, etc. para promover la publicación de artículos, noticias, fotografías, etc. sobre la oferta turística española.

c) Promover la realización de jornadas gastronómicas españolas, festivales de films turísticos, promociones con grandes almacenes y tiendas, etc.

d) Organizar viajes de familiarización a España de escritores de turismo, agentes de viaje, tour operadores, periodistas, etc. en grupo o individualmente.

e) Asesorar a los representantes de los medios de comunicación en la preparación de sus trabajos turísticos sobre España.

f) Desarrollar los planes y actividades de relaciones públicas que se le encomienden.

g) Actualizar la lista de personas responsables del tema turismo en los medios de comunicación.

Tercera. Para el mejor desarrollo de este programa, Hill and Knowlton, Inc. proveerá con una persona cualificada en el campo de las relaciones públicas y con amplios conocimientos del mercado turístico español a las Oficinas de Nueva York y Los Angeles.

Cuarta. Hill and Knowlton, Inc. desarrollará su labor en estrecho contacto y bajo la supervisión de los Directores de las Oficinas de Nueva York y Los Angeles, y entregará mensualmente un informe detallado de sus actividades.

Quinta. Para la ejecución de la campaña de relaciones públicas que se contrata, el Instituto Nacional de Promoción del Turismo, a través de las Oficinas Nacionales Españolas de Turismo en Nueva York y Los Angeles, abonará a la Agencia la cantidad de 126.000 dólares.

Sexta. El pago de la cantidad a que se refiere la estipulación anterior se realizará de la forma siguiente:

Mensualmente, desde el mes de Junio al mes de Diciembre de 1987, se abonará a la Compañía Hill and Knowlton, Inc. la suma de 18.000 dólares, en concepto de pago de la parte correspondiente de la campaña que se contrata.

De dicha cantidad, nueve mil dólares serán abonados por la Oficina Nacional Española de Turismo en Nueva York y los nueve mil restantes por la Oficina Nacional Española de Turismo en Los Angeles.

MINISTERIO DE TRANSPORTES, TURISMO Y COMUNICACIONES
SECRETARIA GENERAL DE TURISMO

Instituto Nacional
de
Promocion del Turismo

Séptima. Los gastos pequeños en que se incurra por parte de la Compañía en trabajos hechos para el desarrollo de la campaña de relaciones públicas, serán abonados por la Oficina de Nueva York cuando se trate de actividades realizadas bajo el control de dicha Oficina, o por la Oficina de Los Angeles en su cas

Estos gastos, que serán facturados a precio de coste, incluyen co - rreo, fotocopias, taxis, conferencias de larga distancia, viajes, etc.. Cada gasto superior a 50 dólares ha de ser aprobado previamente por el Director de la Oficina correspondiente.

Los proyectos especiales, no incluídos en el presente programa de ac tividades, que, previa aprobación del INPROTUR, se encarguen por parte de cualquiera de las Oficinas Nacionales Españolas de Turismo en Nueva York, Ch: cago, Los Angeles, Houston y San Agustín, serán abonados directamente por l Oficina que lo encargue.

Octava. El Instituto Nacional de Promoción del Turismo se reserva el derecho de suspender la ejecución de la campaña prevista en este contrato cuando no s realice de forma satisfactoria a juicio de este Centro Directivo, previo aviso a la Agencia con un mes de antelación, mediante resolución motivada. En este c so abonará solamente la parte correspondiente al período de vigencia del contr to a razón de 18.000 dólares mensuales y se hará cargo de los gastos ocasiona dos por las actividades de relaciones públicas que se hayan iniciado con la apr bación del Director de la Oficina.

Novena. Este contrato se perfeccionará por la firma en Madrid por parte del Director General del Instituto Nacional de Promoción del Turismo, tras la firma por parte del representante legal de la Agencia.

Décima. El presente contrato tiene carácter de administrativo, siéndole de apli cación la legislación española, a la que se somete expresamente, y en especial la Ley de Contratos del Estado, el Reglamento General de Contratación del Est do y demás normativa complementaria.

Las cuestiones que puedan surgir por la interpretación o cumplimien del presente contrato serán resueltas por el Instituto Nacional de Promoción de Turismo. Contra sus acuerdos podrá interponerse recurso contencioso-adminis trativo conforme lo establecido por la Ley reguladora de dicha jurisdicción de 27 de diciembre de 1956.

Para la debida constancia de cuanto antecede, se firma el presente contrato.

Por la Administración del Estado,

Por la Agencia,

Joyce Martin

Consulado General de España

VISTO EN ESTE CONSULADO GENERAL DE ESPAÑA.

BUENO PARA LEGALIZAR LA FIRMA DE DÑA. JOYCE MARTIN, QUIEN DESPUES DE IDENTIFICARSE, FIRMA EL PRESENTE DOCUMENTO EN MI PRESENCIA. LA SRA. MARTIN PRESENTA DOCUMENTO QUE ME EXHIBE, FIRMADO POR ROBERT S. RUOTOLO, "SENIOR VICE PRESIDENT-FINANCE" DE LA COMPAÑIA "HILL AND KNOWLTON" CON RESIDENCIA EN LA CIUDAD DE NUEVA YORK, EN EL CUAL CERTIFICA QUE LA SRA. FIRMANTE TIENE PODER PARA REPRESENTAR Y FIRMAR EN NOMBRE DE DICHA COMPAÑIA. NUEVA YORK, 28 DE MAYO de 1987.

EL CONSUL GENERAL

CONSULADO GENERAL DE ESPAÑA — NUEVA YORK —

Ramón Gandarias
Cónsul

Ministry of Transportation, Tourism and Communications
General Secretariat for Tourism
National Institute for Tourism Promotion

1987 PUBLIC RELATIONS CONTRACT

Representing the State

Sr. D. Ignacio Vasallo Tome, Director General of the National Institute for Tourism Promotion, under the authority conferred by Royal Decree 1209/1985 dated June 19.

Representing the Public Relations Company:

Ms. Joyce Martin, U.S. Passport number E 1178255, Vice-President of the public relations company Hill and Knowlton, Inc. of the United States, with headquarters in New York, 420 Lexington Avenue, which has been accredited by the Consulate of Spain in New York.

Both parties recognize that each is competent and qualified to formalize this contract.

Contract Clauses

First: Hill and Knowlton, Inc., as public relations counsel will carry out the activities and services necessary for the execution of a public relations campaign in the United States on behalf of Spanish tourism, beginning on the date this contract is agreed to and signed, in accordance with clause number nine, and ending on December 31, 1987.

Second: During the period that this contract is in effect, Hill and Knowlton, Inc. will carry out the activities described below, maintaining close contact with and acting under the supervision of the Director of Spanish National Tourism Office in New York, for activities pertaining to the New York and Chicago offices, and the Director of the Spanish National Tourism Office in Los Angeles for activities developed in Los Angeles, Houston and St. Augustine, Fla.:

a) Counsel the Spanish National Tourism Offices in their public relations activities and develop appropriate press releases, background material and story ideas.

b) Establish contact with journalists, travel writers, television and radio program producers in order to promote their publication of articles, news stories and photographs related to Spain's tourism supply.

c) Promote Spanish cuisine festivals, tourism film festivals, department-store promotions, etc.

d) Organize familiarization trips to Spain for travel writers, travel agents, tour operators, journalists, etc. in groups or individually.

e) Counsel media representatives in the preparation of their reports on Spanish tourism.

f) Develop public relations activities and plans which are entrusted to them.

g) Update the list of individuals in the media who report on tourism and travel.

Third: In order to develop this program in the best possible manner, Hill and Knowlton will assign a public relations professional, who has broad knowledge of the Spanish tourism market, to the Spanish National Tourism Offices in New York and Los Angeles.

Fourth: Hill and Knowlton, Inc. will carry out its acitivities in close contact with and under the supervision of the Directors of the New York and Los Angeles Offices, and will submit a detailed monthly activities report.

Fifth: The National Institute for the Promotion of Tourism, through the Spanish National Tourism Offices in New York and Los Angeles, has budgeted $126,000 (One Hundred Twenty Six Thousand U.S. Dollars).

Sixth: Payment of the amount referred to in the preceding clause will be made as follows:

- Monthly, from the month of June through the month of December, 1987, will be paid to Hill and Knowlton, Inc. in the sum of $18,000 (Eighteen Thousand U.S. Dollars), as payment for the corresponding part of the contracted campaign.

- Of this amount, nine thousand dollars will be contributed by the Spanish National Tourism Office in New York and the remaining nine thousand dollars by the Spanish National Tourism Office in Los Angeles.

Seventh: Out-of-pocket expenses incurred in the development of the public relations campaign, will be paid by the New

York office when charges are for expenses incurred on behalf of that office, and will be paid by the Los Angeles Office when charges correspond to that office.

These expenses, which will be billed at cost, include charges for photocopies, taxis, long-distance telephone calls, travel expenses, etc. Any charge above $50.00 will require the prior approval of the Director of the corresponding office.

The special projects requested by the Spanish National Tourism Offices in New York, Chicago, Los Angeles, Houston and St. Augustine, not included in the present program of activities, must receive prior approval from INPROTUR and will be paid directly by the office requesting the project.

Eighth: The National Institute for the Promotion of Tourism reserves the right to suspend the execution of the campaign called for in this contract, with a month's notice to the Agency, if it is not carried out in a manner satisfacory to the judgement of the Managing Center, justifying its resolution. In this case only the part corresponding to the period the contract is in effect, will be paid at the rate of $18,000 dollars a month, and the expenses incurred by the public relations activities initiated with the approval of the office director will be reimbursed.

Ninth: This contract will be completed with the signature, in Madrid, of the Director General of the National Institute for the Promotion of Tourism, after the contract has been signed by the legal representative of the Agency.

Tenth: The present contract is an administrative one, to which Spanish legislation is applicable, to which the contracting agency expressly submits, and especially to the State Law of Contracts, the General State Contract Regulations and other complementary standards.

The question which may arise due to the interpretation or fulfillment of the present contract will be resolved by the National Institute for the Promotion of Tourism. Against its decisions a litigious-administrative appeal may be made according to that established by the regulating law of said jurisdiction of 27 December 1956.

The present contract is signed for documentary proof of the above written.

For the State Administration

For the Agency