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
Hill and Knowlton, Inc.	Fisheries Council of Canada

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 handle public relations and public affairs work on behalf of the foreign principal. Registrant will charge the foreign principal a maximum of $26,600 for hourly charges of the registrant's officers and staff participating on the account, including out-of-pocket expenses incurred. Out-of-pocket expenses will be billed at cost plus a 15% administrative handling fee on all expenses classified as "non-routine." Payments will be rendered within 30 days of invoicing. The agreement covers a period of 30 days beginning October 9, 1987.

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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.

Registrant will handle public relations/public affairs activities on behalf of the foreign principal including but not limited to media and government relations.

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 [XX] 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 appropriate media representatives or officials of the Executive Branch or Congress in representing the public relations/public affairs interests of the foreign principal.

Date of Exhibit B	Name and Title	Signature
10/30/87	Stephen M. Johnson Sr.V. P. & Dir. of Marketing H&K/Washington Operations	Stephen M Johnson

[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.

HILL AND KNOWLTON

Hill and Knowlton
Public Affairs Worldwide Co.
Washington Harbour
901 31st Street, N.W.
Washington, D.C. 20007-3838
202-333-7400
Telecopy 202-333-1638
Telex 440143 HKDC

October 20, 1987

Mr. Patrick McGuinness
Vice President
Fisheries Council of Canada
505 - 77 Metcalfe Street
Ottawa, Ontario
K1P 5L6

Dear Patrick:

This is to summarize the arrangement under which Hill and Knowlton, Inc. ("H&K") will serve the Fisheries Council of Canada ("FCC") and the Department of Fisheries and Oceans ("DFO") as public affairs and public relations counsel.

As counsel, H&K will:

(a) Monitor and report both to FCC and DFO the media developments emanating from the New York Times story on parasites in seafood products;

(b) Advise the management of FCC and DFO on public affairs and public relations aspects of the parasite/fish inspection/health and welfare issues;

(c) Prepare and develop a crisis communication strategy on a stand-by basis in the event that the New York Times story becomes a media issue in Canada. The elements of the strategy would be drawn from the "Crisis Communications Activities" attached to this letter as an appendix.

(d) Provide professional staff services as may be required to help the FCC and DFO to carry out their communications program.

The financial arrangements will be as follows:

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Charges for the services of H&K will be made at standard hourly rates for participating officers and staff assistants as they are required to carry out the programs and activities approved. FCC will pay H&K a maximum of $26,600 U.S. for services rendered, including out-of-pocket disbursements made in the performance of its duties under this arrangement. All disbursements for materials, services and rights will be made by H&K as agent for the Fisheries Council of Canada. During the course of the arrangement, the FCC may terminate the arrangement if it is determined that there is no longer a public affairs and public relations requirement to respond to the New York Times story on parasites.

The arrangement will be in effect for 30 days. Subsequent to the 30-day period, invoices for the actual staff time, out-of-pocket expenses and handling fees will be submitted with specified due dates, and FCC will pay each invoice on or before its due date. In the event payment is not made in a timely manner, H&K will charge FCC a late payment penalty of two percent (2%) per month on any overdue and unpaid balance from the previous month(s). In addition, H&K will have the right to suspend all work on FCC's account in the event that any invoice remains outstanding for a period of more than thirty (30) days. FCC agrees to reimburse H&K for all expenses (including reasonable attorneys' fees) incurred in the collection of any overdue and unpaid balance. FCC will reimburse H&K for all out-of-pocket disbursements made in the performance of its duties under this arrangement. FCC will pay H&K a 15% handling and administration fee on all such disbursements except for "routine" disbursements. Routine disbursements will be limited to disbursements for travel, local messengers, in-house photocopying and ordinary communications (telephone, telex, and postage).

H&K will maintain accurate records of all staff time work and all out of pocket expenditures incurred on behalf of the firm and, during the term of this agreement and for one year thereafter, FCC may examine such records upon reasonable notice and during normal business hours. It is understood that the foregoing does not include H&K salary data, overhead and other internal H&K costs or non-billable expenses.

H&K acknowledges its responsibility, both during and after the term of its appointment, to use all reasonable efforts to preserve the confidentiality of any proprietary information or data developed by H&K on behalf of FCC or disclosed by FCC to H&K.

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Hill and Knowlton's activities hereunder on behalf of the Fisheries Council of Canada 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 understood Hill and Knowlton may be making reports of its activities to appropriate U.S. government regulatory agencies and that such reports will be available to the public.

It is understood that H&K cannot undertake to verify facts supplied to it by you or factual matters included in material prepared by us and approved by you. You agree to indemnify and hold harmless H&K from and against any and all losses, claims, damages, expenses (including reasonable legal expenses) or liabilities which H&K may incur (a) based upon information, representations, reports, data or releases furnished or approved by you or your representatives for use or release by H&K and/or (b) resulting from disputes between H&K and third parties related to and/or within the scope of this agreement except where attributable to H&K's failure to use due care.

You also agree to reimburse H&K for time of staff and expenses (including legal expenses) reasonably incurred by us in connection with any litigation commenced or threatened against you (for example, in responding to a document subpoena).

H&K's appointment under this arrangement is effective beginning October 9, 1987.

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 by and construed in accordance with the laws of the District of Columbia.

Sincerely yours,

HILL AND KNOWLTON, INC.

Stephen M Johnson

Stephen M. Johnson
Senior Vice President

AGREED AND ACCEPTED:

FISHERIES COUNCIL OF CANADA

BY: Patrick McGuinness

P.J. McGuinness
Vice President

Date: 22/10/87

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