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

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
Hill and Knowlton, Inc.
901 31st Street, N.W., Washington, D.C. 20007

2. Registration No.
3301

3. Name of foreign principal
Assocaicao Nationale Fabricantes de Papel e Celulose

4. Principal address of foreign principal
Rua Alfonso de Freitas 499
Sao Paulo, Brazil

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: N/A

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: 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,

a) State the nature of the business or activity of this foreign principal
The foreign principal is the major trade association for the Brazilian pulp and paper industry.

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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.

The foreign principal is owned and controlled by the associations involved with the trade association.

Date of Exhibit A	Name and Title	Signature
3/9/89	Richard L. McElheny Senior 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

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.	Assocaicao Nationale Fabricantes de Papel e Celulose

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. [X] 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.

Contract negotiation pending, contract will be submitted when executed.

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

Registrant will assist the foreign principal in seeking adjustment to tariff action taken against Brazilian pulp and paper industry.

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SECTION
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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 provide staff services to advise and counsel the foreign principal with respect to its public positions and statements.

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.

Registrant may contact by telephone, written correspondence or personal visits appropriate representations of the media and representatives of the business community in representing the public relations/public affairs interests of the foreign principal. Registrant may also contact officials of the Executive Branch, related Federal and State Officials and members of Congress.

Date of Exhibit B	Name and Title	Signature
3/9/89	Richard L. McElheny Senior 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.

Hill and Knowlton
Public Affairs Worldwide Co.
Washington Harbour
901 31st Street, N.W.
Washington, D.C. 20007-3838
202-333-7400
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INTERNAL SECURITY
SECTION

February 13, 1989

Mr. Horacio Cherkassky
Associacao Nationale Fabricantes de Papel e Celulose
Rua Afonso de Freitas, 499
Sao Paulo, Brazil

Dear Mr. Cherkassky:

This is to summarize the arrangement under which Hill and Knowlton, Inc. ("H&K") will serve Associacao Nationale Fabricantes de Papel e Celulose ("ANFPC") as public relations counsel.

As counsel, H&K will:

(a) Develop recommendations for a public relations program designed to promote the removal of U.S. tariffs currently imposed on Brazilian paper and pulp exports.

(b) Advise the management of ANFPC on public relations aspects of the firm's policies and problems.

(c) Develop for approval and implementation, a program designed to achieve the firm's communications objectives.

(d) Provide professional staff services as may be required to help the firm carry out its program.

The financial arrangements will be as follows:

Payment for services rendered under this contract will be made as follows: $48,000 for the first six months will be paid in advance in its entirety; payment of $60,000 for the second half of the contract will be payable in advance upon receipt of an invoice from H&K to ANFPC.

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. For accounting purposes, each month ANFPC will be invoiced a minimum of $8,000 for staff services and out-of-pocket expenses for the first six months of this contract; and a minimum of $10,000 per month for staff services and out-of-pocket expenses for the remaining six months. Any staff time and out-of-pocket expenses incurred above the minimum of $48,000 for the first six months will be invoiced to ANFPC monthly and any staff time and out-of-pocket expenses incurred above the minimum of $60,000 for the remaining six months will be invoiced to ANFPC monthly. Payments for any amount billed in excess of the minimums will be due and payable upon receipt.

All out-of-pocket disbursements made by H&K on behalf of ANFPC in the performance of its duties under this arrangement will be billed at cost; a fifteen percent (15%) handling and administration fee will be imposed on all such disbursements except for "routine" disbursements such as local messengers, in-house photocopying, and ordinary communications (telephone, telex and postage). All disbursements for materials, services and rights will be made by H&K as agent for ANFPC. Should ANFPC desire to pay major suppliers directly, H&K will be pleased to work with ANFPC to make such arrangements.

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, ANFPC 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 ANFPC or disclosed by ANFPC to H&K.

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 i) any litigation commenced or threatened against you (for example, in responding to a document subpoena); and ii) compliance on your behalf with the Foreign Agents Registration Act. As applicable and pursuant to such Act, it is understood that H&K may be making reports of its activities to appropriate U.S. government regulatory agencies and that such reports will be available to the public.

H&K's appointment under this arrangement is to extend from February 1, 1989 to February 1, 1990. Notice of cancellation for the contract will be 60 days for the first six months and 30 days for the last six months.

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 State of New York.

Sincerely yours,

HILL AND KNOWLTON, INC.

Richard McElhenny
Senior Vice President
Director, International and
Trade Policy Consulting
H&K Washington Operations

AGREED AND ACCEPTED:

ASSOCIACAO NATIONALE FABRICANTES DE PAPEL E CELULOSE

By: _____

Date: 02 MAR 89

MY COMMISSION EXPIRES JUNE 14, 1993