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 & Knowlton, Inc.
901 31 Street, NW
Washington, D.C 20007

2. Registration No.
3301

3. Name of foreign principal
Government of Saskatchewan

4. Principal address of foreign principal
1919 Saskatchewan Drive
Regina, Saskatchewan
CANADA S4P 3V7

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. Trade

b) Name and title of official with whom registrant deals. Paul Haddow
Assistant Deputy Minister

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

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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.)*

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.

N/A

Date of Exhibit A	Name and Title	Signature
5/30/89	James C. Jennings General Mngr.	James C. Jennings

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
Hill and Knowlton, Inc.	Government of Saskatchewan

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. [ ] 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.

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

Registrant will provide public relations/public affairs services and counsel.

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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 develop and implement public relations/ public affairs programs for the foreign principal.

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 other personal visits to 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
5/30/89	James C. Jennings General Mngr.	

[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.

This Agreement made
Between
Her Majesty the Queen in right of the Province of Saskatchewan represented by the Minister of the Department of Trade and Investment (herein called the "Client")
1919 Saskatchewan Drive
Regina, Saskatchewan
S4P 3V7

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and

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The Government Research Corporation ("GRC")
Suite 600
1250 Connecticut Avenue, N.W.
Washington, D.C. 20036

INTERNAL SECURITY
SECTION
REGISTRATION UNIT

A. Services

GRC and the Client agree that GRC will provide the Client with the following services:

1. Ongoing monitoring and advice pertaining to U.S. federal public policy and political developments in policy areas of interest to the Department of Trade and Investment as outlined in Schedule A.

2. Strategic advice and counsel regarding the potential impact of U.S. public policy developments on the Client's major interests.

3. Unlimited telephone access to GRC's professional staff for information, analyses, and advice concerning major public policy and political developments.

4. Periodic written reports providing interpretation of events and forecasting of developments in U.S. public policy and political developments in the Client's major areas of interest. Such reports may be requested by the Client or tailored to the Client's needs as identified by the Client from time to time. In particular, this will include:

   a. Reports to the Department of Energy and Mines on topics as specified in Schedule B, including agriculture outlooks for acreage forecasts.

   b. Reports to the Department of Agriculture on topics and within time frames as mutually agreed to between the Department of Agriculture and the GRC Client representative as described in Schedule C.

5. Quarterly private briefings involving GRC's professional staff for reviews of public policy and political developments. These briefings may be held in Washington or elsewhere, at the Client's direction.

B. Term and Termination

The term of this agreement shall be from June 1, 1988 to May 31, 1989, unless terminated by either party with thirty days' written notice. If such termination option is exercised the Client will be under no further obligation to GRC except to pay to GRC its fee to the date of termination and expenses incurred to the date the said notice is effective.

The Client reserves the right to terminate this agreement without thirty days' written notice for failure of GRC to deliver reports, referred to in Schedules B and C, by specified dates. If such termination option is exercised, the Client will be under no further obligation to GRC except to pay to GRC its fees and expenses incurred to the date of termination.

C. Independent Contractor

GRC will be an independent contractor and not the servant, employee, or agent of the Client.

GRC will not in any manner whatsoever commit or purport to commit the Client to the payment of any money to any person, firm, or corporation or to the discharge of any other obligation.

D. Ownership

The material produced or provided by the Client to, received or acquired at the request of the Client by, GRC as a result of this Agreement and any equipment, machinery, or other property provided by the Client to GRC as a result of this Agreement will:

a) Be the exclusive property of the Client; and
b) Forthwith be delivered by GRC to the Client on the Client giving written notice to GRC requesting delivery of the same, whether such notice is given before, upon, or after the expiration or sooner termination of this Agreement.

E. Confidentiality

GRC will treat as confidential and will not, without the prior written consent of the Client publish, release, or disclose or permit to be published, released, or disclosed before, upon, or after the expiration or sooner termination of this Agreement, the material or any information supplied to, obtained by, or which comes to the knowledge of GRC as a result of this Agreement except insofar as such publication, release, or disclosure is necessary to enable GRC to fulfill his obligations under this Agreement.

F. Indemnity

GRC will indemnify and save harmless the Client from and against any and all losses, claims, damages, actions, causes of action, costs, and expenses that the Client may sustain, incur, suffer, or be put to by reason of any act or omission of GRC or of any servant, employee, officer, director, shareholder, or subcontractor of GRC.

G. No provision of this Agreement and no breach by GRC of any such provision will be deemed to have been waived unless such waiver is in writing signed by the Minister of Trade and Investment or his designate; but no such written waiver shall be or be deemed to be a waiver of a provision so breached or of any subsequent breach of the same or any other provision of this Agreement.

H. Client Representative

GRC, after consultation with the Client, will appoint a member of its professional staff to act as the Client's Representative within GRC. This person will be responsible for the overall quality, timeliness, and execution of GRC's responsibilities under this agreement. This appointment may be altered from time to time by GRC after consultation with the Client, and in no way precludes the Client from initiating direct contact with other members of GRC's professional staff.

I. Payment

1. Professional Fees: The Client agrees to pay GRC $4,100 U.S. per month for the professional services rendered under this agreement. GRC will invoice the Client for this amount monthly on the first day of every month of the agreement. Payment will be due within thirty days, and interest at prevailing rates will be charged on overdue accounts.

2. Total fees for the term of this contract shall be apportioned between services pursuant to I.1. as specified under respective Schedules as follows:

Schedule A - $24,000 U.S.
Schedule B - $13,200 U.S.
Schedule C - $12,000 U.S.

3. Expenses: In addition to the professional fees described above, GRC will be reimbursed by the Client for direct expenses incurred on the Client's behalf, such as travel and associated expenses with prior approval of the Client, telephone, photocopies, telecopies, couriers, or publications. Invoices for direct expenses will be consolidated by GRC and forwarded periodically to the Client; breakdowns will be available on request from the GRC Client Representative. The Client reserves the right to refuse reimbursement for any items not approved in advance by the Client.

J. Additional Services

From time to time, the Client may request services from GRC in addition to those described above. Such additional services will only be provided after approval by the Client. Payment for such additional services will be due upon receipt of an invoice from GRC, unless otherwise agreed at the time.

Miscellaneous

K. Every reference to the Minister of Trade and Investment in this Agreement will include any person designated by him to act for or on his behalf with respect to any provision or provisions of this Agreement.

L. This Agreement will be governed by and construed in accordance with the laws of the Province of Saskatchewan and the laws of Canada applicable therein.

M. The headings appearing in this agreement have been inserted for reference and as a matter of convenience and in no way define, limit, or enlarge the scope of any provision of this Agreement.

N. In this Agreement wherever the singular or masculine is used it will be construed as if the plural or feminine or body corporate, as the case may be, had been used where the context or the parties hereto so require.

In Witness whereof the parties hereto have executed this Agreement the day and year first above written.

Signed on behalf of Her Majesty the Queen
in the right of the Province of Saskatchewan
by the Minister of Trade and
Investment:

.....
Deputy Minister of Trade
and Investment

The Government Research
Corporation per:

.....
(Authorized Signatory)

Schedule A

The policy fields covered by this Agreement for the Department of Trade and Investment include, but are not limited to, reports and analysis of:

a) Trade Negotiation Issues:

i) Canada-U.S. Free Trade Agreement (FTA) - An American viewpoint and assessment of issues arising as a result of the implementation and application of the provisions of the FTA of bilateral trade between Canada and the United States, with a focus on negotiation of subsidies language, the resolution of disputes of interest to Saskatchewan and the areas of agriculture and natural resources.

ii) Multilateral Trade Negotiation Issues - The U.S. perspective on the process and progress of multilateral trade negotiations, focusing on the areas of agriculture and natural resources, tariffs, subsidies and contingency protection, dispute settlement mechanisms and services. Additional information would include a description of positions of key players in the GATT round.

b) Trade Issues and Irritants

i) Canada-U.S. Bilateral Issues--U.S. agricultural policy and its impact on corn acreage, wheat acreage and soybean acreage; the U.S. perspective on the marketing of grains, livestock, oilseeds, and breweries; trade in energy commodities, contingency protection, trade related investment, procurement and services.

ii) U.S.-Third Country Issues and Irritants--including, but not restricted to, GATT cases involving the U.S., U.S. positions on the EC

Common Agricultural Policy, the international "grains war", and the 1992 EC "unification", other U.S.-EC and U.S.-Japan trade disputes that may arise.

iii) U.S. Export/Import Policies - including, but not limited to import restrictions on Canadian uranium, potash, steel, lumber, cattle, and hogs; information concerning electricity exports; and policy initiatives related to oil and gas import costs and pricing.

iv) U.S. Legislation and Regulations - progress of the Farm Bill, trade remedy law, trade legislation, U.S. environmental standards, anti-dumping and countervailing duties and customs regulations.

c) The identification and positions of key legislative and non-legislative players involved in any of the issues referred to in parts a) and b) above.

SCHEDULE B

In addition to providing reporting and analysis of U.S. public policy and political developments pertaining to energy, minerals and agriculture, GRC agrees to provide the following written reports to the Department of Energy and Mines by the specified dates:

1.	U.S. acreage forecasts for each major crop	1 every 2 months and as necessary to reflect new developments
2.	10-year U.S. acreage forecast for each major crop	October 31, 1988
3.	Agriculture outlook for China, India USSR & Western Europe	February 28, 1989 May 31, 1989
4.	Advise on modelling U.S. demand for potash	Ongoing

SCHEDULE C

In addition to providing reporting and analysis of U.S. public policy and political developments pertaining to agriculture, GRC agrees to provide more detailed written reports to the Department of Agriculture. Such reports will provide in-depth analysis on issues of importance to agriculture in the GATT Negotiations, as well as other economic policy issues of importance to agriculture, as mutually agreed to between the Department of Agriculture and the GRC Client representative. The proportion of costs allocated between on-going general reports and analysis of U.S. policy developments and specific, in-depth studies will be determined jointly by the GRC Client representative and the Department of Agriculture.