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

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 .49 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.

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.
420 Lexington Avenue
New York, N.Y. 10017

2. Registration No.: 3301

3. Name of foreign principal: Republic of Botswana

4. Principal address of foreign principal: Gaborone, Botswana

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. Department of Trade and Investment Promotion
Ministry of Commerce and Industry

b) Name and title of official with whom registrant deals.
Mr. Habo Yalala
Commercial Attache to U.S.

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

a) Principal address

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

c) Principal aim

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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

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.)*

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.

Date of Exhibit A	Name and Title	Signature
February 4, 1992	Joel Salman Assistant Controller	Joel Salman

U.S. Department of Justice
Washington, DC 20530

Exhibit B
To Registration Statement OMB No. 1105-0007
Under the Foreign Agents Registration Act of 1938, as amended

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.

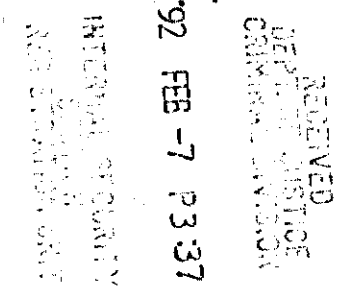
Name of Registrant	Name of Foreign Principal
Hill and Knowlton, Inc.	Republic of Botswana

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.

Economic development communications program - tactics identified in Appendix A of contract.

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.

Date of Exhibit B	Name and Title	Signature
February 4, 1992	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.

CONSULTANCY AGREEMENT
FOR TRADE AND INVESTMENT PROMOTION SERVICES

This Agreement, together with Appendices A, B, C and D attached hereto and made a part hereof (the "Agreement"), executed as of January 27, 1992 between the Government of the Republic of Botswana, as represented by its Ambassador to the United States of America (the "Government"), and Hill and Knowlton, Inc., a Delaware corporation, having its main office at 420 Lexington Avenue, New York, New York, U.S.A. (the "Consultant") (collectively, the "Parties", and each individually being a "Party").

WITNESSETH

WHEREAS, the Government desires to stimulate the development and expansion of commercial relationships with the U.S. business community to acquaint that community with the opportunities available in the Republic of Botswana;

WHEREAS, the Government issued Tender TB No. 7/1/5/90-91 for the purpose of soliciting proposals to provide trade and investment promotion services in the United States;

WHEREAS, the Consultant submitted its Trade and Investment Proposal for the Republic of Botswana dated January 1991 (the "Proposal") in response to said Tender;

WHEREAS, on the basis of the Proposal, the Government desires that the Consultant undertake a project for the promotion in the United States of trade with, and investment in, Botswana; and

WHEREAS, the Consultant wishes to undertake such project on behalf of the Government;

NOW THEREFORE, in consideration of the premises and the mutual covenants herein set forth, the Parties hereby agree as follows:

1. APPOINTMENT AND SCOPE OF SERVICES

1.1 Appointment of Consultant

The Government hereby appoints the Consultant and the Consultant accepts the appointment for the purposes, and on the terms and conditions, set forth in this Agreement.

1.2 Scope of Services

The Consultant has been appointed by the Government to develop a program of trade and investment promotion for Botswana and to assist the Government in implementing that program. The services to be performed by the Consultant under this Agreement are fully described and set forth in Appendix A (the "Services").

1.3 Relationship Between the Parties

Nothing herein shall be construed as establishing or creating a relationship of master and servant or principal and agent between the Parties. For all purposes of this Agreement and the Services contemplated hereby, the Consultant shall be an independent contractor and not an employee of the Government.

1.4 Subcontracts

Any subcontract, or modification or termination thereof, relating to the performance of the Services of the Consultant shall be made only with the prior written agreement of the Government.

in full for costs incurred in accordance with Appendices B and D as shall have been incurred properly prior to the date of such postponement.

2.4 Termination

2.4.1 By Notice of the Government or Consultant

Either the Government or the Consultant may terminate this Agreement at any time, upon not less than sixty days' prior written notice to the other specifying the date of termination. Upon delivery or receipt of such notice by the Consultant, the Consultant shall take immediate steps to bring the Services to a close and, in so doing, shall reduce its expenditures to a minimum.

2.4.2 Inability of Consultant to Perform

Should the Consultant for any reason beyond its control and which it could not reasonably have foreseen and for which it is not responsible, be unable to perform the remainder of its obligations under the Agreement or have them performed entirely, the Consultant shall give notice thereof to the Government. Upon receipt of such notice by the Government, the Agreement shall terminate without prejudice to the accrued rights of either Party against the other.

2.4.3 Default by the Consultant

In the event that the Government considers that the Consultant is not discharging its obligations under the Agreement, the Government shall so notify the Consultant in writing, stating the reasons therefor. This shall be considered notice of default for purposes of this section. Thereafter, the Government may consider the Agreement terminated by the Consultant if (i) the Consultant does not respond within fifteen (15) days to such notice, or (ii) if the Consultant does respond within fifteen (15) days, but does not within fifteen (15) days of such response reasonably cure the reasons stated in the Government's written notice.

2.4.4 Default By The Government

The Consultant may by written notice to the Government terminate this Agreement if:

(i) the Consultant has not received payment of that part of any invoice which has not been contested by the Government, within sixty (60) days of submission thereof; or

(ii) the Services have been postponed pursuant to section 2.3.1 and the period of postponement has exceeded six months.

2.4.5 Entitlement of Consultant Upon Termination

2.4.5.1 Termination Upon Notice of the Government or Default

Upon termination of this Agreement under Sections 2.4.1, 2.4.3 or 2.4.4, and subject to the obligation of the Consultant to make all reasonable efforts to minimize expenditures incurred in relation to the Services, the Consultant shall be entitled to receive the remuneration due up to the date of termination and reimbursement in full for costs in accordance with Appendices B and D as shall have been incurred properly prior to the date of such termination. The Consultant shall also be entitled to all reasonable costs incidental to the orderly termination of the Services. Upon termination of the Agreement pursuant to the aforementioned sections, the Consultant shall refund to the Government the excess of any advance previously paid to the Consultant by the Government above the amount of remuneration and costs duly chargeable against the advance in accordance with the terms of this Agreement.

2.4.5.2 Termination Due to the Inability of the Consultant to Perform

Upon termination of this Agreement under Section 2.4.2, the Government shall pay the Consultant, or its successors or assignees, upon surrender of all documents, materials, and information necessary for the continuation of the Services in so far as such documents, materials and information are available, such part of the remuneration as corresponds to the Services that have to such point been provided by the Consultant under the Agreement. In the event that the Government has issued the necessary prior written approvals, such payment shall include any reimbursable costs and those termination costs (if any) ensuing for the Consultant or its successors from contracts already entered into with respect to Services to be provided under this Agreement. Upon termination of the Agreement pursuant to the aforementioned section, the Consultant shall refund to the Government the excess of any advance previously paid to the Consultant by the Government above the amount of remuneration and costs duly chargeable against the advance in accordance with the terms of this Agreement.

3. OBLIGATIONS AND DUTIES OF THE CONSULTANT

3.1 Standard of Care

The Consultant shall exercise all reasonable skill, care, diligence and utmost confidentiality in the performance of the Services under the Agreement and shall carry out all its responsibilities in accordance with recognized professional standards for international public relations firms of its caliber. The Consultant shall in all professional matters related to the Agreement act as a faithful advisor to the Government and shall act fairly as between the Government and any subcontractors involved in providing the Services.

3.2 Authority to Represent the Government of Botswana

The Consultant will have no authority to represent, bind, or engage the Government without prior written approval from the Government. The Consultant shall inform all relevant third parties of such limitation.

3.3 Confidentiality

Due to the politically, economically, and commercially sensitive nature of certain information which may become available to the Consultant in connection with providing the Services, the Consultant covenants and agrees to protect information that the Government expressly designates as confidential. The Consultant further covenants and agrees not to divulge such information to any firm or individual without express written authorization from the Government, except when required to do so under compulsion of law after having provided the Government with notice of the legal compulsion and a reasonable opportunity to contest the same. The Government shall designate in writing any material or information that it deems to be confidential.

3.4 Consultant's Employees and Administrative Support

The Consultant shall provide the necessary employees and administrative support to fulfill its obligations and duties under this Agreement. If it should become necessary to replace any employee of the Consultant during the term of the Agreement, the Consultant shall arrange for such replacement and shall bear any cost associated therewith; provided that the Consultant shall not make any voluntary changes in the members of the team designated to provide the Services in the Consultant's Proposal without the Government's prior written

consent, which shall not be unreasonably withheld. The Consultant agrees to respond in good faith to any reasonable request by the Government to replace any employee or subcontractor of the Consultant who is involved in providing the Services under this Agreement.

3.5 Equipment and Materials Furnished by the Government

All equipment and materials (i) furnished by the Government to the Consultant, or (ii) purchased by the Consultant with funds wholly provided by the Government, shall be the property of the Government. Where possible, such equipment and materials should be so designated. Upon completion or termination of the Services, the Consultant shall furnish to the Government inventories of all such equipment and materials then remaining, and shall dispose of the same as directed by the Government.

3.6 Title to Information and Copyrights

Any title or ownership interest in any media presentation, video or audio production, maps, drawings, notes, technical and professional data, statistics, copyrights, trademarks and all other material developed by the Consultant or provided by the Government for use in relation to the Services to be provided under this Agreement shall be the exclusive property of the Government. Such materials shall not be used for any purpose not related to the Services without the prior written approval of the Government. The Consultant shall not receive a commission, royalty, or other form of compensation for any of the foregoing without the prior written Agreement of the Government.

3.7 Reporting Requirements

The Consultant shall provide the Government with reports and other materials as described in Appendix A. It is understood that pursuant to the Foreign Agents Registration Act, the Consultant may be making reports of its activities to appropriate U.S. government regulatory agencies and that such reports will be available to the public.

3.8 Payments to Contractors and Subcontractors

The Government, not the Consultant, will pay directly any authorized subcontractor for the provision of services or supplies related to this Agreement upon receipt of certification by the Consultant that such services and supplies were properly provided.

3.9 Exclusivity of Remuneration for Services

The remuneration that the Consultant receives for its Services pursuant to Appendix C shall constitute its only remuneration for such Services. Neither the Consultant nor any person or entity providing Services for the Consultant under this Agreement shall accept any commission, discount, allowance, indirect payment, or other consideration in relation to the Agreement or to the discharge of the Consultant's obligations thereunder.

3.10 Compliance with Applicable Law

The Consultant shall be solely responsible for compliance with all laws and governmental regulations applicable to the Services to be provided under this Agreement.

4. **COOPERATION OF THE GOVERNMENT**

4.1 Furnishing of Information

The Government shall furnish without charge and within a reasonable time all pertinent data and information that it has available and shall give such assistance as shall reasonably be required by the Consultant for the carrying out of the Services under the Agreement.

4.2 Recommendations and Approvals

The Government shall give its decision on all proposed sketches, drawings, reports, recommendations, and other matters properly referred to it by the Consultant for decision in such reasonable time as not to delay or disrupt the performance by the Consultant of its duties and responsibilities under the Agreement, it being understood that the Consultant shall be allowed to engage in normal business correspondence to fulfill its obligations hereunder without the Government's prior approval.

4.3 Facilitation of Access

4.3.1 Personnel

The Government shall facilitate the timely granting to the Consultant's personnel of:

(i) necessary visas, licenses, permits and customs clearance for entry and exit into Botswana;

(ii) unobstructed access to all sites and locations in Botswana involved in carrying out the Services; and

(iii) the privilege of bringing into Botswana an amount of foreign currency for the purposes of the Services or for the personal use of such personnel,

in each case to the extent necessary and appropriate to enable the Consultant to carry out its obligation to provide the Services.

4.3.2 Material

The Government shall facilitate the clearance through customs in Botswana of any equipment, materials and supplies required for the Services and of the reasonable personal effects of the Consultant's personnel traveling to or from Botswana for purposes related to this Agreement.

4.4 Certain Travel Expenses

The Government shall pay the expenses for hotel rooms, meals and transportation in Botswana for the Consultant's personnel in connection with the two-week briefing in Botswana described in Appendix A. Such amounts are payable outside of the Budget in Appendices B and D. The travel expenses of such personnel between Botswana and the United States are to be incurred by the Consultant and reimbursed in accordance with Appendices B, C and D.

4.5 Governmental Coordination

The Government shall designate appropriate personnel within the Department of Trade and Investment Promotion ("TIPA") in the Ministry of Commerce and Industry to supervise, assist and cooperate with the Consultant in connection with the Services. The Government shall undertake to inform all other relevant departments and agencies of the Government about the Consultant's role in providing the Services and shall instruct them to cooperate with the Consultant to the extent necessary to effect the intent of this Agreement, and to coordinate through TIPA in this respect.

5. COORDINATION

5.1 Supervision

The Consultant and the Government shall each designate a representative who will have overall

responsibility for supervising the implementation of this Agreement on their behalf.

The supervisor for the Consultant shall be:

Mr. Kenneth Altman,
Managing Director
Hill and Knowlton, Inc.
420 Lexington Avenue
New York, NY 10017
Tel. (212) 697-5600
Fax (212) 210-8866

or such other person as may be subsequently designated by the Consultant, as notified in writing to the Government.

The supervisor for the Government shall be:

Ms. Dorah Tibone,
Director
Department of Trade and Investment Promotion
Ministry of Commerce and Industry
P/Bag 004
Gaborone, Botswana
Tel. (267) 351790
Fax (267) 371539

or her successor in that office.

The supervisors so named shall exercise the authority to make major decisions on behalf of the respective Parties concerning the interpretation of this Agreement and the strategies to be pursued in developing and implementing the program contemplated thereby.

5.2 Implementation

The Consultant and the Government shall each designate a representative who will be directly responsible for the coordination of day to day implementation of the Agreement on their behalf (the "Project Coordinators"). The Project Coordinator so designated for the Consultant shall be:

Mr. Paul Matulic,
Project Director
Hill and Knowlton, Inc.
420 Lexington Avenue
New York, NY 10017
Tel. (212) 697-5600
Fax (212) 557-1559

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or such other person as may be subsequently designated by the Consultant, as notified in writing to the Government.

The Project Coordinator designated by the Government for this purpose shall be:

Mr. Thabo Yalala,
Commercial Attaché
Embassy of Botswana
3400 International Drive, NW
Suite 7M
Washington, DC 20008
Tel. (202) 244-4990
Fax (202) 244-4164

or his successor in that office.

The Project Coordinators so named shall be responsible for keeping both Parties informed of events and information affecting the content, format and timing of the Services; coordinating the Parties' respective inputs to the development and implementation of the program contemplated by this Agreement; and generally maintaining an appropriate level of communication between the Parties to promote the efficient and effective implementation of the Agreement.

6. BUDGET, REMUNERATION, PAYMENTS AND TAXATION

6.1 Budget

6.1.1 Budget for the Initial Term

The budget of fees and expenses for the Services to be provided during the initial term of the Agreement is set forth by program in Appendix B attached hereto and by category of personnel and expense in Appendix D attached hereto.

6.1.2 Budget for Subsequent Years

The Parties mutually understand that the Consultant will submit a budget for the upcoming one-year renewal period within one hundred twenty (120) days of the end of the initial term or the first renewal period, as the case may be. Following such submission, the Parties shall attempt to reach an accord on the proposed budget by the end of the initial term or the first renewal period, as the case may be. The Parties may agree at any time to extend the time for negotiation of the proposed budget. If no mutually satisfactory accord is reached by the end of the term or renewal period then in effect, and no such extension is provided, then this Agreement shall automatically terminate at the end of the then current term.

6.1.3 Effect on Termination

Nothing in this Section 6.1 is intended to affect the other rights of either Party to terminate this Agreement.

6.2 Remuneration of Consultant

6.2.1 Remuneration of Services

The Government shall remunerate the Consultant for the Services provided in accordance with the terms and conditions set forth in Appendix C attached hereto.

6.2.2 Supplemental Services

For any additional services, alterations or modifications as agreed between the Parties and resulting from the Government's specific requests which cause amendments to the Services, the Consultant shall receive reasonable additional remuneration which shall be computed on a comparable basis with the calculation in Appendix B together with all reimbursable costs incurred by the Consultant. From time to time, the Consultant may be called upon to respond to or assist the Government in connection with litigation commenced or threatened against the Government (for example, in responding to a document subpoena). It is understood that the Consultant will be entitled to staff time charges and reimbursement of expenses for services rendered to the Government or time spent in connection with such matters. This provision shall survive the expiration or earlier termination of this Agreement.

6.2.3 Compensation for Delays

In the case of delay on the part of the Government, the Consultant, to the extent that such delay results in extra costs, shall be entitled to reasonable additional remuneration. Such additional remuneration shall be computed on a comparable basis with the calculation in Appendix B together with all reimbursable costs incurred by the Consultant.

6.3 Payments to the Consultant

6.3.1 Method of Payment

The Government shall effect payments to the Consultant for Services provided in accordance with the current Budget in the manner set forth in Appendix C.

6.3.2 Interest on Late Payments

The Government shall promptly pay all properly invoiced fees and expenses. If the Government does not pay the Consultant within ninety (90) days of its receipt of a valid invoice and the Parties do not dispute the fees and/or expenses involved, the Government shall pay interest on such fees and/or expenses from the date of receipt at a rate specified in Appendix C.

6.3.3 Disputed Charges

If the Government disputes any item or part of an item on an invoice submitted by the Consultant, the Government may withhold payment of the amount that is subject to dispute pending a determination pursuant to Section 8.1, but shall promptly pay that amount of the invoice that is not subject to dispute. Interest from the date of receipt of the invoice at the rate specified in Appendix C shall apply to all disputed amounts in the event that it is subsequently determined that such amounts were properly owed to the Consultant.

6.3.4 Method of Payment for Subcontracts

Payment for services or materials provided under a duly approved subcontract shall be made by the Government directly to the subcontracting party. The Government will make such payment upon receipt of certification by the Consultant that services or materials under a duly approved subcontract have been properly provided.

6.3.5 Currency

All payments of fees and expenses are to be made in U.S. dollars delivered in the United States of America.

6.4 Taxation

6.4.1 By the Republic of Botswana

All fees payable to the Consultant pursuant to this Agreement shall be subject to withholding of Botswana income tax. The current rate of such tax is 15%. The Government shall withhold such tax payable in respect of the fee portion of each payment to the Consultant pursuant to Appendix C, and shall be solely responsible for the reporting and payment of the same in Botswana. No other Botswana taxes will apply to the payments under this Agreement.

6.4.2 By Other Authorities

The Consultant shall be solely responsible for all record-keeping, reporting and payment obligations in respect of all taxes and other charges imposed by any governmental authority outside of Botswana on the Consultant in respect of its income, employees or other matters.

7. LIABILITY OF CONSULTANT AND GOVERNMENT

7.1 Loss, Damage and Injury to Third Parties

The Consultant shall be liable for loss, damage, or injury caused to third parties by the negligence or wanton or reckless conduct of the Consultant or the employees of the Consultant during the performance of the Agreement. The Consultant shall maintain adequate insurance in respect thereof.

7.2 Errors or Omissions

7.2.1 By the Consultant

The Consultant shall be fully liable for any errors or omissions it or its employees shall make in the selection, documentation, or drafting of documents, plans, or proposals related to the Services under this Agreement. The Consultant's liability under this provision shall cease one calendar year after the termination date of the Agreement.

7.2.2 By the Government

The Government shall be fully liable for any statistical or commercial data or material furnished to the Consultant by the Government, or developed by the Consultant based upon such data or material and approved by the Government, as a result of which claims, demands, damages, liabilities or expenses may be made against or incurred by the Consultant; provided, that the Government shall not be liable for any misleading or deceptive use by the Consultant of any such data or material. The Government's liability under this provision shall cease five calendar years after the termination date of the Agreement.

7.3 Ongoing Responsibility

Approval given by the Government at certain times for certain matters shall not have the effect of relieving the Consultant of its duty to ensure that the Services are otherwise in conformity with the terms of the Agreement.

8. RESOLUTION OF DISPUTES

8.1 Arbitration

The Parties agree to attempt in good faith to have any dispute between them concerning this Agreement resolved amicably by negotiation between their respective supervisors designated in Section 5.1. In the event said supervisors are unable to resolve a dispute, or it becomes impracticable to submit a dispute to them for resolution, then any dispute, controversy or claim between the Parties arising out of or relating to the validity, performance, breach or termination of this Agreement shall be resolved by arbitration conducted in accordance with the Arbitration Rules of the United Nations Commission for International Trade Law (UNCITRAL) as in force from time to time. The number of arbitrators shall be one. If the Parties are unable to agree on the selection of the arbitrator within thirty (30) days of delivery of a notice of arbitration, then at the request of either Party the arbitrator shall be appointed by the appointing authority, which shall be the American Arbitration Association. The place of arbitration shall be Washington, DC. The language to be used in the arbitration proceedings shall be English. The award of the arbitrator will be final and binding on both Parties and may be enforced (i) against the Consultant in any court having jurisdiction of the Consultant, and (ii) against the Government in the courts specified in Section 8.3 hereof. Each Party shall bear its own expenses, including but not limited to counsel fees, except that all expenses of the arbitration shall be apportioned in the award of the arbitrator based upon the respective merit of the positions of the Parties.

8.2 Governing Law

This Agreement shall be governed by, and interpreted in accordance with, the laws of the District of Columbia, U.S.A., except with respect to its authorization and execution by the Government, and Section 6.4.1, which shall be governed by the laws of the Republic of Botswana.

8.3 Submission to Jurisdiction

The Consultant and the Government hereby irrevocably accept the jurisdiction of any competent court of the District of Columbia or of the United States in the District of Columbia, and the Government hereby irrevocably waives its immunity therefrom, for purposes of (i) enforcing the agreement to arbitrate all disputes pursuant to Section 8.1 hereof, and (ii) execution of an arbitration award entered in accordance therewith, subject to the following limitations with respect to the Government. The foregoing acceptance of,

and waiver of immunity from, jurisdiction by the Government does not apply to (a) any pre-judgment attachment whatsoever of assets of the Government or of the Republic of Botswana, (b) any execution of an arbitral award of consequential or punitive damages, or (c) any execution of a judgment enforcing an arbitral award against any assets of the Government or of the Republic of Botswana other than commercial assets which are not used or dedicated for diplomatic purposes and which are not in the nature of intergovernmental obligations or transfers.

8.4 Notice of Arbitration; Service of Process

Any notice of arbitration for purposes of Section 8.1 or service of process for purposes of Section 8.3 shall be delivered to the Parties at the following addresses, respectively:

Consultant: Hill and Knowlton, Inc.
420 Lexington Avenue
New York, New York 10017
Attention: Mr. Paul Matulic

Government: Embassy of the Republic of Botswana
3400 International Drive
Suite 7M
Washington, D.C. 20008
Attention: The Ambassador

9. **MISCELLANEOUS**

9.1 Alterations and Amendments

No amendments or modifications to the Agreement may be made without an instrument in writing signed by both Parties. Such instrument(s) shall be attached hereto and become a part of this Agreement. The Government hereby designates the Ambassador of the Republic of Botswana to the United States as the official authorized to execute any amendment to the Agreement on its behalf.

9.2 Assignment

The Consultant shall not, without the prior written consent of the Government, assign or otherwise transfer its rights, duties and obligations under the Agreement or any part thereof.

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INTERNAL SECURITY

9.3 Headings

The headings used in this Agreement are solely for the purposes of reference, do not constitute any part of this Agreement, and shall not be relied upon for construing this Agreement.

9.4 Definitions

Words used herein in the singular include the plural and the masculine includes the feminine. The opposite shall be true where the context requires. The word "day" denotes calendar days.

9.5 Notice

Except for any notice of arbitration and service of process, all notices under this Agreement shall be made in writing and sent to the Project Coordinator of the Party to which notice is being provided at the address specified in Section 5.2 hereof. Notice shall be deemed to have been given when delivered by one of the following means:

- By certified mail, return receipt acknowledged;
- By personal delivery to the designated Project Coordinator; or
- By facsimile transfer acknowledged by the receiving Party.

9.6 Complete Agreement

This Agreement constitutes the entire Agreement between the Government and the Consultant with respect to the subject matter set forth herein.

9.7 Counterparts

This Agreement may be executed in any number of counterparts, each of which will be deemed an original instrument, but all such counterparts together will constitute one Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first above written, by their respective representatives thereunto duly authorized.

(Seal) Hill and Knowlton, Inc.

Attest: By: _____

(Seal) The Republic of Botswana

Attest: _____ By: _____

A. THABO YALALA
COMM. ATTACHÉ

BOTSHELO K SEBELE
AMBASSADOR

EMBASSY OF THE REPUBLIC OF BOTSWANA
WASHINGTON