U.S. Department of Justice
Washington, DC 20530

Exhibit A
To Registration Statement
Pursuant to 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, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to the public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, D.C. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the Administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public. Finally, the Attorney General intends, at the earliest possible opportunity, to make these public documents available on the Internet on the Department of Justice World Wide Web site.

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, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 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 & Knowlton, Inc.
607 14TH Street NW Suite 300
Washington, DC 20005

2. Registration No.
3301

3. Name of foreign principal
Special Court for Sierra Leone

4. Principal address of foreign principal
Jomo Kenyatta Road
New England, Freetown
Sierra Leone
866 UN Plaza, Room A333
New York, NY 10017

5. Indicate whether your foreign principal is one of the following:

☐ Foreign government

☐ Foreign political party

☐ Foreign or domestic organization: If either, check one of the following:

☐ Partnership ☐ Committee

☐ Corporation ☐ Voluntary group

☐ Association ☒ Other (*specify*) An independent, international tribunal.

☐ Individual-State nationality _____

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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.

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

a) Principal address.
N/A

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

c) Principal aim.
N/A

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 Special Court for Sierra Leone is an independent tribunal established joined by the United Nations and the Government of Sierra Leone to try those who bear greatest responsibility for the war crimes and crimes against humanity committed in Sierra Leone after 30 November 1996 during the Sierra Leone Civil War. The Special Court for Sierra Leone is an international body that is independent of any government or organization.

b) Is this foreign principal

Supervised by a foreign government, foreign political party, or other foreign principal	Yes ☐	No ☒
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 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 must be used.*)

The Special Court for Sierra Leone receives funds from sources including various foreign governments.

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 control it.

See item 8(a) above.

Date of Exhibit A	Name and Title	Signature
05-30-07	LISA SCHUYLER, H+K DC CHIEF OPERATING OFFICER	

U.S. Department of Justice
Washington, DC 20530

Exhibit B
To Registration Statement
Pursuant to the Foreign Agents Registration Act of 1938, an 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. One original and two legible photocopies of this form shall be filed 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, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to the public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, D.C. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the Administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public. Finally, the Attorney General intends, at the earliest possible opportunity, to make these public documents available on the Internet on the Department of Justice World Wide Web site.

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, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant	2. Registration No.
Hill & Knowlton, Inc.	3301

3. Name of Foreign Principal

Special Court for Sierra Leone

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Check Appropriate Boxes:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.

5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.

6. ☐ 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 expenses, if any, to be received.

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

Provide counsel and public relations services including to raise awareness and support for the Special Court for Sierra Leone.

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

See item 7 above.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below. 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.

See item 7 above

Date of Exhibit B	Name and Title	Signature
05-30-07	LISA SCHUYLER, H+K DC CHIEF OPERATING OFFICER	

Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any 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 interest, policies, or relations of a government of a foreign country or a foreign political party.

HILL & KNOWLTON

May 8, 2007

Herman von Hebel
Acting Registrar
Special Court for Sierra Leone
866 UN Plaza, Room A 333
New York, N.Y. 10017

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This letter will serve as the agreement (this "Agreement") pursuant to which Hill & Knowlton, Inc. ("H&K") will serve as professional communications counsel to the Special Court for Sierra Leone ("Client") upon the following terms and conditions.

1. **Services**

As requested by Client from time to time, H&K will provide strategic communications and program support services to Client. The services to be provided under this Agreement include

- Raising awareness of The Court's successes, ongoing work and its lack of funding through a comprehensive crisis communications strategy;
- Creating an environment in which governments and foundations effectively support The Court's mission;
- Reinforcing fundraising efforts through media outreach, lectures, speaking engagements, and educational campaigns.
- Building communications capacity for The Court's staff organization through stakeholder mapping, message development and media training
- Streamlining, updating and leveraging The Court of Sierra Leone's Web site to provide better access to information for target audiences and improve usability

2. **Charges**

(a) Charges for H&K's services will be made at H&K's then standard hourly rates for participating professionals and other staff as required to carry out the program and tasks approved by Client. The total fee for services and out-of-pocket disbursements to be provided under this Agreement shall not exceed $150,000.00 without prior written approval from Client.

(b) Client will pay H&K the net cost of all materials, services and rights obtained by H&K from third-party suppliers on Client's behalf, plus a fifteen (15) percent handling and administration fee. In obtaining such materials, services and rights, H&K will act as agent for Client as disclosed principal.

(c) Client will reimburse H&K for the net cost of all reasonable travel and accommodation expenses undertaken on Client's behalf and approved by Client in advance.

(d) Client will be billed for the net cost of all routine out-of-pocket disbursements, such as postage, courier and ordinary communications (telephone, facsimile, and e-mail).

3. **Payment Terms**

(a) Following the conclusion of each calendar month during the term of this Agreement, H&K will provide Client with an invoice payable within thirty (30) days, for actual staff time, third-party expenditures, travel/accommodation costs, and routine out-of-pocket disbursements recorded during such month. In anticipation of extraordinary expenses or time to be incurred on your behalf, we shall have the right to require the up-front payment of certain charges.

(b) In the event payments due H&K are not made in accordance with the terms stated in Clause (a) above, Client agrees to reimburse H&K for all expenses (including reasonable attorney's fees and disbursements) incurred in the collection of any overdue and unpaid invoices.

(c) H&K reserves the right to suspend or terminate all services to Client without liability resulting directly or indirectly from such suspension or termination, in the event that any undisputed invoice or any undisputed portion of any disputed invoice for staff time charges, third-party expenditures, travel/accommodation or out-of-pocket charges or costs remain unpaid forty-five (45) days from the date of invoice.

4. **Records**

(a) H&K will maintain accurate records of all staff time and expenditures incurred on behalf of Client and, during the term of this Agreement and for three years thereafter, Client may examine such records at H&K's offices where such records are regularly maintained upon reasonable notice and during normal business hours. It is understood that the foregoing does not include H&K's salary data, overheads, and other internal H&K costs or non-billable items.

(b) If requested, copies of all supplier invoices and other back-up materials in support of H&K's third-party expenditures will be included with H&K's end-of-month invoice.

5. **Confidentiality**

H&K acknowledges its responsibility, both during and after the term of this Agreement, to exercise reasonable care to preserve the confidentiality of any proprietary or confidential information or data developed by H&K on behalf of Client in the course of its services hereunder, or disclosed by Client to H&K. H&K's obligation under the foregoing sentence shall not extend to:

- Information that is in the public domain at the time of disclosure to H&K or which enters the public domain through no fault of H&K;
- Information that is in the possession of H&K or its employees at the time of disclosure to H&K;
- Information that H&K, or its employees, receives from a third party under no obligation of confidentiality to Client; and
- Information which is required to be disclosed pursuant to any court order or directive having the force of law.

6. **Indemnity**

It is acknowledged that H&K cannot undertake to verify facts supplied to it by Client, or factual matters included in material prepared by H&K and approved by Client. Accordingly, Client agrees to indemnify and hold harmless H&K from and against any and all losses, claims, damages, expenses (including reasonable attorney's fees and disbursements) or liabilities ("damages") which H&K may incur as a result of any materials, releases, reports, or information supplied to H&K by, or on behalf of, Client, or prepared by H&K and approved by Client prior to dissemination, publication or broadcast, except when directly attributable to H&K's failure to use due care. Client shall similarly indemnify and hold H&K harmless in respect of any damages arising out of the use by H&Kof Client's products or services in the performance of H&K's services hereunder.

7. **Ownership Of Materials**

(a) All materials submitted or developed by H&K for Client and any other tangible work product produced by H&K specifically on behalf of Client during the term of this Agreement (collectively, "Materials"), shall, as between H&K and Client, be deemed Client's property exclusively (subject, however, to any licensed third-party rights retained therein), provided that Client pays for such Materials.

All such Materials belonging to Client, which are eligible for copyright protection in the United States or elsewhere, shall be deemed works made for hire. If any such Materials are deemed for any reason not be a work made for hire, H&K, without further consideration, hereby assigns all such rights, title and interest in the copyright of Materials to Client, and H&K agrees, at the request and expense of Client, to execute and deliver such documents and instruments as shall be necessary to evidence Client's ownership and copyright interest therein.

(b) The foregoing clause (a) shall not apply to the extent that Materials or works created or prepared by H&K on behalf of Client consist of material that was owned by, or licensed to, H&K, prior to its execution of this Agreement and any computer software or elements thereof that may have been developed by H&K in connection with its services hereunder, which shall remain H&K's property.

8. **Duration**

(a) The terms of this Agreement shall be effective as of May 8, 2007 and continue thereafter until September 30, 2007 unless terminated by either party upon thirty (30) days' prior written notice to the other.

(b) The rights, duties and responsibilities of H&K and Client under this Agreement shall continue through the thirty-day notice period, including H&K's right to receive its fee compensation for each calendar month (or pro-rata portion thereof for any partial calendar month) occurring during said period.

(c) Upon termination of this Agreement, provided that there is no outstanding indebtedness then owing by Client to H&K, H&K shall transfer, assign and make available to Client all property and materials in its possession or control belonging to Client. Client will assume H&K's liability under and indemnify H&K with respect to all outstanding contracts and authorized commitments made by H&K on Client's behalf.

9. **Non-Solicitation of Employees**

The parties hereto agree that they will not, during the term of this Agreement, and for a period of one year thereafter, employ or retain any person (other than a respondent to a general solicitation or employment search assignment) who is then, or at any time during the preceding six months, was an employee of, or consultant to, the other, or persuade, or attempt to persuade any employee of, or consultant to, the other, to terminate his/her employment or consultancy with such other party.

10. **Governing Law**

This Agreement will be governed and construed in accordance with the laws of the State of New York for contracts made and to be performed entirely in the State of New York.

11. **Miscellaneous**

This Agreement constitutes the entire understanding between H&K and Client and supersedes any and all prior Agreements, whether oral or written, relating to the subject matter. This Agreement may not be assigned by either party without the express written consent of the other. It may be modified or amended only by a written document signed by each of the parties. The provisions of paragraphs 5, 6, 7, 9, 10, and 11 hereof will survive the expiration or earlier termination of this Agreement.

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If you are in agreement with the above, kindly sign both copies of this letter in the space below and return one copy to H&K for its records, whereupon it shall become an agreement between H&K and the Special Court of Sierra Leone as of the date first above written.

Sincerely,

HILL & KNOWLTON, INC.

Lisa Schuyler
Chief Operating Officer
Hill & Knowlton Washington

05.29.07
Date

Agreed:

SPECIAL COURT OF SIERRA LEONE

Herman von Hebel
Acting Registrar

24 May 2007
Date