...tment of Justice
..., DC 20530

Exhibit B
To Registration Statement
Pursuant to the Foreign Agents Registration Act of 1938, an amended

OMB No. 1105-0007

...IONS: 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 ...cluding 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 ...f 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 ...ed by or on behalf of the registrant.

...Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or ...ent or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted ...rs of the Registration Unit in Washington, D.C. One copy of every such document, other than informational materials, is automatically provided to the ...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 ... 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 ...tered under the Act and the foreign principals they represent. This report is available to the public. Finally, the Attorney General intends, at the earliest ...ortunity, to make these public documents available on the Internet on the Department of Justice World Wide Web site.

...rting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing ...searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments ...is burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal ... S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, ...

1. Name of Registrant	2. Registration No.
...er, Liipfert, Bernhard, McPherson, and Hand, Chartered	3712

3. Name of Foreign Principal

...overnment of Thailand

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.

Performance of the above-mentioned agreement is set forth in the attached letter of agreement.

Formerly OBD-65

FORM CRM-155
SEP. 1996

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

9. Will the activities on behalf of he 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.

Date of Exhibit B	Name and Title	Signature

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 interests, policies, or [illegible] of a government of a foreign country or a foreign political party.

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

Please see the attached agreement.

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.

The Registrant will provide strategic advice and counsel to the foreign principal. The Registrant's activities may also include inquiries on behalf of the foreign principal with members of the Legislative and Executive Branches. The Registrant will not speak on behalf of the foreign principal to the executive and legislative branches of the United States Government except with the foreign principal's authorization.

Date of Exhibit B	Name and Title	Signature
Aug. 5, 2002	Peter S. Pantaleo, President and Chief Executive 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.

AGREEMENT FOR ADVISORY SERVICES

This Agreement is made by and between the Department of Intellectual Property, Ministry of Commerce, Bangkok, Thailand, represented by its duly authorized officials (hereinafter called the "DIP") and Verner Liipfert Bernhard McPherson and Hand, Chartered having Office at 901 15 th Street, N.W., Washington, D.C., U.S.A (hereinafter called the "Firm").

WHEREAS, in consideration of the services hereinafter stated, the DIP is willing to hire the Firm to advise DIP with respect to its legal issues with the United States relating to Thai jasmine rice, and the Firm is willing to render such services to the DIP.

NOW, THEREFORE, the parties agree as follows :

Article 1. Service of the Agreement

The purpose of this Agreement is to make available to the DIP advisory service (hereinafter called "the Services") by the Firm as shown in the following scope :

- To develop a comprehensive legislative, regulatory, litigation and public relations strategy and conduct of U.S. research to protect Thai jasmine rice with respect to issues under U.S. laws.

The Firm agrees to render the aforementioned Services as detailed in Appendix A.

Article 2. Duration

This Agreement, upon the execution of the same by all parties, will take effect from 1 October 2001 and will expire on 31 July 2002.

Article 3. Fees and Expenses

The DIP shall pay the Firm its fees and reimburse its expenses for the Services rendered under this Agreement in accordance with the following terms:

3.1 The Firm's fees shall be billed under this Agreement at the rates set forth in Appendix A. The DIP shall also reimburse to the Firm all expenses as billed by the Firm (for example, facsimile, transportation, telephone calls, etc.) reasonably incurred by the Firm in rendering the Services. Both shall be in U.S.dollars.

3.2 The cost to DIP for the Firm' services rendered under this Agreement under Phase I shall be limited to the amount of 260,000 U.S. dollars, inclusive of both fees and expenses. The Services under Phase II may be negotiated at the end of Phase I.

3.3 Taxes which may be incurred by the Firm on payments made by the DIP for services rendered under this Agreement shall be the responsibility of the DIP for taxes incurred in Thailand and the responsibility of the Firm for taxes incurred outside Thailand.

Article 4. Method of Payment

4.1 Fees and expenses shall be billed by invoice to the DIP by the Firm on a monthly basis.

4.2 The Firm shall render to the DIP a statement on account of its fees in respect of the Services performed and disbursements of expenses incurred during the period of each billing. The statement shall also show the detail of man-hour used for the Services and must be accompanied by adequate documentation such as receipts (if there is any) evidencing disbursement for such expenses.

4.3 Payment shall be made by the DIP in U.S. dollars in Washington D.C. within 30 (thirty) days from the date of receival of such invoice.

Article 5. Termination

5.1 Should either party default in the execution of its obligations under this Agreement, the other party shall give the defaulting party notice in writing to remedy such default promptly.

5.2 Failure of the defaulting party in taking corrective measures as required by the other party within 15 (fifteen) days of the receipt of such notice shall constitute a sufficient cause for the party to terminate this Agreement.

5.3 In the event of termination of this Agreement due to the fault of the DIP, the Firm shall be compensated for its Services performed up to the date of termination and for expenses incurred by it in connection with the termination of this Agreement.

5.4 In the event of termination of this Agreement due to the fault of the Firm to provide the Services, the Firm agrees to be responsible for any provable damages suffered by the DIP as a result of such fault of the Firm.

5.5This Agreement may be terminated by convenience of the DIP, at any time, by sending notice to the Firm not less than 30 (thirty) days in advance. The Firm shall be entitled to remuneration up to the date of termination.

Article 6. The Rights and Duties of the Firm

6.1 The Firm and its staffs, in advising and acting for the DIP, shall at all times perform the Services by using all reasonable skill, care and due diligence and efficiency and shall carry out all their professional obligations in accordance with recognized international professional standards.

6.2 The copyright of all documents prepared by the Firm in connection with this Agreement rests with the DIP. All documents prepared by the Firm in connection with this Agreement shall be confidential and shall be the property of the DIP. The Firm shall deliver all these documents to the DIP upon the completion of this Agreement. The Firm may take copies of such documents but shall not use the contents thereof for any purpose unrelated to the Services without prior written approval of the DIP.

Article 7. Liability of the Firm

The Firm shall be liable for any violation of legal provisions or rights of third parties in respect of patents or copyrights introduced into the Services by it.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year written below.

Date..30.April.2002.....

The Firm	Department of Intellectual Property Ministry of Commerce
By.....	By.....
(Joseph L. Manson, III)	(Yanyong Phuangrach)

INITIAL PROPOSAL OF VERNER, LIIPFERT, BERNHARD, MCPHERSON & HAND, CHARTERED TO THE DEPARTMENT OF INTELLECTUAL PROPERTY, MINISTRY OF COMMERCE TO PROVIDE LEGAL SERVICES FOR THE PROTECTION OF THAI JASMINE RICE

Effective Date October 1, 2001
Termination Date: July 30, 2002

Verner, Liipfert, Bernhard, McPherson & Hand, Chartered (the "Firm") or "Verner, Liipfert") offers this proposal to the Department of Intellectual Property, Ministry of Commerce, of the Royal Government of Thailand ("DIP") for the provision of legal services relating to the protection of Thai Jasmine Rice ("Jasmine Rice Project").

Background of the Firm

Verner, Liipfert is one of the leading law firms in the United States with broad experience representing governments and large corporations in matters in international trade. Its members include former Senator Robert Dole, formerly Senate Majority Leader for the Republican Party, and former Senator George Mitchell, formerly Senate Majority Leader of the Democratic Party. Information of the firm may be found at www.verner.com.

The Proposal

Verner, Liipfert has been advised that certain researchers in the United States are conducting experiments utilizing Thai Jasmine Rice obtained from the International Rice and Research Institute ("IRRI"). The results of the research may lead to unfair competition adversely affecting Thailand and its rice industry. Verner, Liipfert proposes the following services to the DIP:

Scope for work: Verner, Liipfert is to develop a comprehensive legislative, regulatory, litigation, and public relations strategy related to the protection of the Thai Jasmine Rice with respect to issues under the U.S. laws and international laws (i.e. WTO, CBD, etc)

Procedures of Work: The representation will be conducted in the following stages:

Phase I: Fact-finding, Research, Drafting of the Material Transfer Agreement, Legislative Options, and any necessary arrangement for meetings and negotiation with the U.S. Government Officials (1 October 2001 – 31 January 2002)

The firm will provide in depth research to prepare options for the DIP. This will include meetings with representatives of the US Government, monitoring US legislation that may impact the matter, preparation of Freedom of Information Act requests to obtain copies of the US Government's documents relating to the research, evaluation of options under US IP laws, research of WTO remedies, interaction with Executive Branch officials and advice to the Prime Minister on political solutions. It also includes the preparation of the Material Transfer Agreement and draft complaint for legal action in the United States. Verner, Liipfert will also assists the DIP in its efforts to achieve a negotiated settlement with the US Government to implement the MTA.

Phase II: Evaluation of Options and Litigation (1 February – 31 July 2002)

If the negotiations are not successful on the implementation of the MTA, we will advise DIP of its legal and political options and commence the litigation in the United States if necessary. The final preparation of the complaint will incorporate the subsequent events that transpired in the negotiations.

The services will be supervised by Joseph L. Manson, III, who served as Co-Chairman of the Firm's Executive Committee and is a lawyer experienced in international commerce and litigation. Other firm professionals with specialties in IP issues, legislative affairs, and international trade will be utilized as required. DIP shall have the right to terminate this contract upon giving written notice to the Firm.

The Firm's fees for Phases I will be US$ 260,000. The fees for Phase II will be estimated before work is undertaken in that time period and must be agreed to by DIP in advance of work commencing.

We are pleased to submit this proposal and look forward to working with you.

VERNER, LIIPFERT, BERNHARD,
MCPHERSON & HAND, CHARTERED

by: _____
Joseph L. Manson, III