**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
Approval Expires Nov. 30, 1993

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 |
|---|---|
| JEFFERSON WATERMAN INTERNATIONAL | GOVERNMENT OF JAMAICA 4990 |

Check Appropriate Boxes:

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

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

The Registrant will advise the above-named Foreign Principal on legal, economic, political and commercial matters as they affect the Government of Jamaica's relationship with the United States. In addition, the Registrant will consult from time to time with officials of the Government of the United States, including Members of Congress, on issues and potential legislation which, in the judgment of the Registrant, will be conducive to maintaining and strengthening the bonds of mutual trust and friendship which presently exist between the Government of the United States and the Government of Jamaica.

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

See #4 above

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.

The Registrant will attempt to persuade the officials of the U.S. Government, including Members of Congress, to work toward strengthening relations between the United States and the Government of Jamaica, in general, and to pursue legislation specifically designed to promote greater ties between the two nations in the area of commerce and economic development.

| Date of Exhibit B | Name and Title | Signature |
|---|---|---|
| August 3, 1995 | Carolyn M. Cuppernull<br>Chief Administrative Officer<br>The Jefferson Group | Carolyn M Cuppernull |

[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.

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## RETAINER AGREEMENT

**THIS AGREEMENT** is made between the Government of Jamaica the ("Government") and the firm of Jefferson Waterman International ("The Firm"), located at 1341 G Street, N.W. Washington, D.C. 20005.

I. The Firm, as an essential component of this Agreement, shall retain the services of George A. Dalley, a Partner in the law firm of Holland and Knight, as Senior Consultant to The Firm for the term of the contract. In the view of the Government of Jamaica, a significant contribution of George A Dalley is critical to the successful performance of the contract, and his participation as a Subcontractor to The Firm must be substantial and continuous, amounting to at least fifty percent of the work to be performed under this contract, to meet the requirements of the Government.

II. The Firm and its Senior Consultant, working with the Embassy of the Government of Jamaica in the United States (the "Embassy of Jamaica"), shall render government relations and legislative advice and services to assist the Government in promoting and furthering the mutually beneficial trade, investment, and aid relationship existing between Jamaica and the United States and, in general, in providing public relations advice and services, along with such other appropriate assistance as will serve to achieve these purposes. The advice and services provided by The Firm and the Firm's Senior Consultant must include, but not be limited to, working with the Embassy of Jamaica in:

1) making United States government officials, policymakers, trade promotion agencies, and representatives of the United States business community fully aware of the economic reforms implemented to improve the bilateral trade relationship;

2) securing the commitment of United States Government officials and policymakers to make Jamaica the primary beneficiary of the Enterprise for the Americas Initiative through further debt relief and continuing United States commitment to the funding of the Multilateral investment Fund ("MIF");

3) lobbying the United States Government to extend parity of access to the United States market as between Jamaica and Mexico, the United States' partner under the North American Free Trade Agreement ("NAFTA"), through agreement to afford "Caribbean parity" to Caribbean Basin Initiative ("CBI") eligible nations or to grant accession to the NAFTA to eligible CBI trading partners, such as Jamaica;

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4) actively advising the Government of approaches to the United States Treasury and to the Government of the Commonwealth of Puerto Rico to liberalize the regulations governing Section 936 financing in the Caribbean and to contribute to the creation of viable investment guarantee mechanisms to enable increased financing, using Section 936 funds in Jamaica;

5) making United States Government officials, policymakers, trade promotion agencies, and representatives of the United States business community fully aware of Jamaica's improved investment climate and of specific opportunities for increased investment in Jamaica;

6) making a persuasive case before the United States Federal Government and the United States Congress for maintaining and increasing the amount of United States development, security, anti-narcotics, and food assistance to Jamaica, and improving the terms and conditions of such aid progressively;

7) educating United States government officials and policymakers concerning the impact of the debt burden upon the economy of Jamaica, and persuading them toward United States leadership in addressing the problem in a manner that can contribute to alleviation of that debt burden;

8) in general, in providing such other appropriate advice, support, and assistance as will serve to achieve the above mentioned purposes.

The Firm and its Senior Consultant agree to undertake such work, advice, and services as required in pursuit of the enumerated goals, primarily under the supervision and direction of the Ambassador of Jamaica to the United States.

III. The Firm and its Senior Consultant shall assist in introducing officials of the Clinton Administration, especially those in the Office of the United States Trade Representative, the United States Department of Treasury, the United States Department of Commerce, the Overseas Private Investment Corporation, and the United States Ex-Im Bank to the economic reforms and the new enhanced and liberalized trade regime in Jamaica. The Firm and its Senior Consultant also will assist in introducing key Members of the 104th Congress, including the new Congressional leadership, and Freshmen Members to Jamaica's accomplishments in such areas as trade liberalization, economic reform, and narcotics cooperation. The Firm and its Senior Consultant will build working relationships between the relevant United States government officials and policymakers in both the legislative and executive branches and the Ambassador and staff of the Embassy of Jamaica.

IV. The Firm and its Senior Consultant, for each task undertaken upon the request of the Government or the Embassy of Jamaica, promptly will develop and provide the Ambassador of Jamaica to the United States a work plan in order to ensure that the Firm's activities are

consistent with, and supportive of, the policies and activities of the Government. Upon request by the Government or the Embassy of Jamaica, the Firm and its Senior Consultant shall submit a progress report on any task that they undertake, no later than 15 days after such a request has been made. Requests other than those from the Government or the Embassy of Jamaica concerning matters within the scope of this contract or material derived from action taken pursuant to this contract must be communicated to the Ambassador of Jamaica to the United States before being addressed by The Firm or its Senior Consultant.

V. In carrying out the above operations, The Firm, in consultation with the Ambassador of Jamaica to the United States, will utilize its personnel, its Senior Consultant, independent consultants, and additional subcontractors in a manner that devotes the best available resources to each of the tasks assigned to it and that will best assure the accomplishment of the above stated objectives, consistent with the policies and operating procedures of the Government. Subject to agreement by the Firm and the Government, the Firm shall retain subcontractors in addition to Mr. George A. Dalley only for the purpose of performing specialized services that The Firm or its Senior Consultant do not have the capacity to perform.

VI. The Firm warrants the due performance of all its obligations under the Agreement, whether such obligations are performed by The Firm itself, its Senior Consultant, or other servants or agents.

VII. The Government will pay The Firm, in United States currency, a fee of Three Hundred and Twenty Thousand Dollars ($320,000.00) for the period of one year. Upon the signing of this agreement, One Hundred and twenty Thousand Dollars ($120,000.00) will be paid to The Firm. The balance will be paid to The Firm in four installments of Fifty Thousand Dollars ($50,000.00) each, payable the 15th of May, the 15th of August, the 15th of October, 1995, and the 15th of January, 1996. If the Government requests additional services beyond the scope of work described above, The Firm and The Government may negotiate increased levels of compensation appropriate to the work requested.

VIII. This Agreement will become effective February 15, 1995 and will terminate one year from the date it becomes effective on February 14, 1996. It may be renewed by mutual agreement.

IX. In connection with their representation of the interests of the Government of Jamaica, it is understood that The Firm, its Senior Consultant, and any additional subcontractors that may be retained will be required under United States law to register its representation of the interests of the Government of Jamaica with the United States Government, and that The Firm, its Senior Consultant, and any additional subcontractors will comply with the requirements of the United States law in this connection.

X. This Agreement shall be governed by the Laws of Jamaica.

**IN WITNESS THEREOF,** the parties have caused this agreement to be executed by their duly authorized representatives on the dates written below.

Government of Jamaica

By: Richard L. Bernal

Richard L. Bernal
Ambassador of Jamaica
to the United States

Date: 12/7/95

Jefferson Waterman International

By: Ann B Wrobleski

Ann B. Wrobleski
President
Jefferson Waterman International

Date: July 12, 1995