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U.S. Department of Justice
Washington, DC 20530

OMB No. 1124-0004; Expires April 30, 2017

Exhibit B to Registration Statement Pursuant to 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. Compliance is accomplished by filing an electronic Exhibit B form at http://www.fara.gov.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. 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 public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: http://www.fara.gov. 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 in print and online at: http://www.fara.gov.

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, Counterespionage Section, National Security 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.
Nelson Mullins Riley & Scarborough LLP	5928

3. Name of Foreign Principal

Province of Saskatchewan

Check Appropriate Box:

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.

Service Agreement dated April 1, 2017

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

Outlined in Schedule A of the Service 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.

Represent and promote the interests of the foreign principal on key issues, projects and priorities before Congress, the White House, government agencies, Washington DC-based organizations and coalitions and key U.S. states, as outlined in Schedule A of the Agreement.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit B	Name and Title	Signature
May 16, 2017	Craig H. Metz, Partner	

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 or public interests, policies, or relations of a government of a foreign country or a foreign political party.

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AGREEMENT

Made this 1st day of April, 2017

BETWEEN:

Her Majesty the Queen in Right of the Province of Saskatchewan
as Represented by the President of the Executive Council

(herein referred to as the "Province")

- and -

Nelson Mullins Riley & Scarbourough LLP
Columbia, South Carolina, USA

(herein referred to as the "Consultant")

Whereas, the Province desires to retain the services of the Consultant with respect to matters relating to the promotion of Saskatchewan based interests in the United States of America (US) and the Consultant desires to perform such services for the Province on the terms and conditions set out in this Agreement;

NOW, THEREFORE, THE PARTIES AGREE:

1.0 **SERVICES**

1.1 The Consultant shall provide services in accordance with the provisions of this Agreement described in the Service Agreement (herein referred to as Schedule A) for the term of this Agreement. Notwithstanding its date of execution, this Agreement is effective commencing on April 1, 2017, for a term ending on March 31, 2018, unless it is terminated earlier in accordance with its terms.

1.2 Schedule A may be modified by written agreement between the contact persons noted in subsection 11.2.

2.0 **PAYMENT**

2.1 Beginning April 1, 2017, the Province agrees to pay the Consultant a total of US$95,000 per quarter, for carrying out the duties and responsibilities as outlined in Schedule A.

2.2 The Consultant will invoice the Province on the first day of each quarter, detailing as accurately as possible the services rendered with respect to the project.

2.3 Payments will be rendered quarterly upon receipt of invoice and a quarterly report summarizing the work conducted by the consultant over the previous quarter, and acceptance of the work by the Province pursuant to subsection 11.7.

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2.4 No payments other than those included in subsection 2.1, or reimbursement for reasonable travel and lodging expenses other than those for travel to and from Washington D.C., will be owed to the consultant unless the work was approved by prior written agreement between contact persons noted in subsection 11.2.

2.5 The Government of Saskatchewan will not pay fees or interest on overdue accounts until 45 days after the invoice received date.

2.6 The Province is exempt from paying Goods and Services Tax and no invoice shall contain any amount with respect to that tax.

2.7 Payment under the Agreement is subject to an appropriation in accordance with *The Financial Administration Act, 1993.*

3.0 REPORTING REQUIREMENTS

3.1 The Consultant shall at the request of the Province provide the Province with periodic status reports as progress is made on the completion of the performance of the Consultant's obligations as outlined in Schedule A.

3.2 On the last day of each calendar month, the Consultant shall be required to provide the Province with a written progress report briefly outlining the progress and status of the performance of the Consultant's obligations as outlined in Schedule A.

3.3 The Consultant shall report any problems requiring immediate attention or resolution.

4.0 INDEMNIFICATION

4.1 The Consultant shall indemnify and save harmless the Province, and all its representatives against all costs, claims and actions of any kind whatsoever arising from the services or any other activities provided by the Consultant.

4.2 This section will survive the expiration or termination of this Agreement.

5.0 CONFIDENTIALITY

5.1 The Consultant shall, both during and after the terms of this Agreement, take all responsible precautions to maintain confidentiality and secure all material and information that is the property of the Province that is in possession or under the control of the Consultant pursuant to this Agreement.

5.2 Subject to sub-section 5.5 below, all documents, data or other information which is provided to or obtained by the Consultant or its agents or employees in the performance of its obligations under this Agreement shall be treated by the

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Consultant as confidential and shall not be disclosed or made known to anyone unless express written permission is granted by the Province.

5.3 The Consultant shall safeguard all such confidential documents, data and information in the same manner and to the same extent as it safeguards confidential documents, data and information relating to its own business.

5.4 Except as may be specifically instructed by the Province, the Consultant shall not use any information that it may secure by reason of this Agreement or any other involvement with the Province in external dealings unless written permission is granted by the Province.

5.5 Beyond compliance with applicable US and Canadian laws pertaining to foreign party representation, the Consultant shall not discuss with or reveal to any party outside of the direct employees of the Province without express permission of the Province, the nature or content of the relationship, meetings, materials or programs conducted under this Agreement.

5.6 The Consultant hereby warrants and represents that it is in strict compliance with all applicable US and Canadian laws pertaining to foreign party representation and has implemented such procedural safeguards to remain in strict compliance with this Section.

5.7 Beyond compliance with applicable US and Canadian laws pertaining to foreign party representation, the parties hereto agree not to disclose or make available to anyone not entitled to the benefit of this Agreement any specific financial information, including but not limited to prices, contained in this Agreement without expressed written consent of the other party, except information that is required to be disclosed by Provincial legislation.

5.8 Notwithstanding anything contained in this Agreement, the parties agree that the Agreement is subject to the terms and conditions of *The Freedom of Information and Protection of Privacy Act.*

5.9 This section will survive the expiration or termination of this Agreement.

6.0 INDEPENDENT CONSULTANT

6.1 In the performance of the work, duties and obligations devolving upon the Consultant pursuant to the terms of this Agreement, the Consultant shall at all times be acting and performing as an independent consultant. Except to the extent provided herein, the Province shall not have or exercise any control or direction over the performance of services by the Consultant other than the reasonable efforts of the Province to ensure that the Consultant's conduct is compatible with the terms of this Agreement.

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7.0 ASSIGNMENT AND SUBCONTRACTING

7.1 The Consultant shall not assign or transfer this Agreement, or subcontract out the performance of any of the services, either directly or indirectly, to any person without written consent of the Province.

8.0 TERMINATION OF AGREEMENT

8.1 The Province or the Consultant may terminate this agreement without cause by *giving the other party sixty (60) days written notice of its intention to terminate.*

8.2 In the event of the termination of this Agreement, or non-completion of the project on time as stipulated in Schedule A for a cause beyond the reasonable control of the Consultant, the Consultant will be paid for the work performed to the date of termination.

9.0 PROPERTY RIGHTS

9.1 The Consultant agrees that all the information and material, whether written or readable by machine and prepared for the Province pursuant to this Agreement shall, both during and following the terms of this Agreement, belong to the Province.

10.0 CONSULTANT REPRESENTATION

10.1 The Consultant represents and warrants that:

(i) the Consultant and the Consultant's employees have ensured the right to perform the services required under and pursuant to this Agreement without violation of any and all governing Provincial, State, Federal or Municipal statutes, regulations, ordinances or interpretations thereof or to obligations to others;

(ii) when the performance of the services required under and pursuant to this Agreement conflict with any other agreement or understanding to which the Consultant or the Consultant's employees are parties, the Province will be informed immediately;

(iii) it is in good standing in the Province of Saskatchewan, the State of South Carolina and in the District of Columbia;

(iv) it has full authority to enter into and perform this Agreement; and

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(v) it is in full compliance with, and neither it nor any of its employees, current or past, have been the subject of any allegation of a violation of the applicable Provincial, State, Federal or Municipal statutes and regulations relating to providing consultation services.

11.0 GENERAL

11.1 Neither the Province nor the Consultant makes any warranties expressed or implied other than express warranties contained in this Agreement.

11.2 Any notices, reports or communications required or permitted to be given under this Agreement may be delivered in person (and signed for) to, or sent by prepaid registered mail addressed to:

If to the Province:

Government of Saskatchewan
Intergovernmental Affairs, Executive Council
Room 200 – 3085 Albert Street
Regina, SK S4S 0B1
Canada
Attention: Kent Campbell, Deputy Minister of Intergovernmental Affairs, Executive Council

If to the Consultant:

Nelson Mullins Riley & Scarborough LLP
Attorneys and Counselors at Law
104 South Main Street/Ninth Floor
Greenville, SC 29601
US
Attention: Ambassador David Wilkins

or such alternate address as either party may notify the other party in accordance with this Section; and if so delivered and signed for, shall be deemed to have been received on that day or on the third business day following the date of mailing, except in the event of a mail strike or other disruption of postal service, in which case notices, reports, or communications to be given during such time shall be delivered in person (and signed for) in accordance with this Section.

11.3 The Consultant shall take reasonable and proper care of any of the Province's property while such property is in the possession of the Consultant or subject to its control and the Consultant shall be responsible for any loss or damage, resulting from its failure to do so.

11.4 The Consultant agrees to obtain and maintain in force all approvals, licenses and permits that are necessary to lawfully provide the services under this Agreement.

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11.5 The Consultant shall require that its Consultants, employees and agents, when on the Provinces' premises, comply with all security and safety rules and regulations applicable to the premises.

11.6 The Consultant agrees to pay all debts and liabilities that it incurs in performing its obligations under this Agreement, including the liability to pay its employees the wages to which they are entitled according to law.

11.7 All work shall be subject to inspection by the Province prior to acceptance and payment. Should the work fail to meet the standards set forth in this Agreement, the Province shall have the right to reject the work or to require its correction. The Consultant agrees to accept and be bound by the Province's interpretation of the meaning of the work. If a deficiency is identified by the Province, the Consultant will be given a reasonable amount of time to correct it.

11.8 If either party hereto is delayed, hindered or prevented from the performance of any of its obligations under this Agreement (hereinafter referred to as the "delay") by reason of fire, flood, explosion, acts of God, war, revolution, civil disturbance, embargoes or other cause beyond the reasonable control of the party affected (not including a labour stoppage, lack of funds, or the financial condition of the party), such performance shall be excused for the period of the delay and any period within which such performance is to be effected shall be extended by the period of the delay. A party shall not be entitled to relief under this section unless it makes all reasonable efforts to prevent, work around or otherwise mitigate the effects of the delay and has given written notice of the delay to the other party within five business days after the commencement of the delay.

11.9 Any rights and remedies provided under this Agreement are cumulative and are in addition to and not in substitution for any rights or remedies provided or available at law or in equity.

11.10 This Agreement, including Schedule A and any documents to the extent incorporated herein by reference, constitutes the entire and exclusive Agreement between the parties hereto relating to the subject matter hereof and supersedes all prior agreements, undertakings, representations and understandings, written or oral, between the parties or their representatives relating thereto. No amendment of this Agreement shall be effective unless it is in writing and executed by the parties hereto.

11.11 Any delay, neglect or forbearance by a party in enforcing against the other party any term, condition or obligation of this Agreement shall not constitute a waiver of such or in any way prejudice any rights or remedies of that party. Any waiver of any term, condition or obligation of this Agreement must be in writing to be effective and shall apply only to the extent set forth in writing.

11.12 Headings used in this Agreement are for convenience of reference only and shall not affect or be utilized in the construction or interpretation of this Agreement.

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11.13 If any provision of this Agreement is declared invalid, illegal or unenforceable, such provision shall be severed from this Agreement and the other provisions shall remain in full force and effect.

11.14 Time is of the essence of this Agreement.

11.15 This Agreement shall inure to the benefit of and be binding upon the parties hereto and permitted assigns.

11.16 This Agreement shall be governed by and interpreted in accordance with the laws in force in the Province of Saskatchewan.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date and year first above written.

For: The Province

Signature: _____

Name: Alanna Koch

Title: Deputy Minister to the Premier and Cabinet Secretary

Date: May 5, 2017

For: The Consultant

Signature: David H Wilkins

Name: David H. Wilkins

Title: Partner, Nelson Mullins Riley & Scarborough LLP

Date: May 9, 2017

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SCHEDULE "A"

SERVICE AGREEMENT

STATEMENT OF INTENT AND CONTEXT

The Province, through Intergovernmental Affairs, Executive Council, acting in cooperation with the Ministries of the Economy and Agriculture proposes to engage the Consultant to promote Saskatchewan's interests in the US.

The Province is interested in acting:

1. Within the US national arena, to develop capacity to anticipate issues of concern and pursue Saskatchewan specific interests with targeted elements of both Congress and the US Administration through the development of a broader array of strategic relationships.

2. With US states, to pursue an active cross border agenda, including the building of regional alliances, with a view to advancing the Province's regional interests; and, employing these regional relationships to bolster Saskatchewan's interests within the US national arena.

In taking these actions the Province's primary interests include advancing the following core economic interests:

- **Increasing Trade:** Saskatchewan is highly dependent on international trade. International exports represent over 39% of Saskatchewan's gross domestic product (GDP), and international imports comprise over 24% of Saskatchewan GDP. Imports are just as critical as exports in the long-term as they can lower business input costs and thus lower the final cost of Saskatchewan goods and services.

- **Access to US Markets:** Despite the benefits of trade, protectionism remains a concern in both current and future policy settings. Further, ensuring a safe and reliable supply chain for our products into the US remains a priority. The US accounted for 48% of Saskatchewan's total exports in 2016 and is Saskatchewan's top export market.

- **Attracting Investment:** Foreign direct investment contributes to increased employment, productivity and innovation by bringing in new opportunities, technologies, people, and approaches. Currently, foreign direct investment accounts for approximately 20% of Saskatchewan's new capital investments each year, a number which must increase if the province is to move forward on emerging opportunities such as value-added uranium. Most of these investments are in the resource sector.

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WORKING RELATIONSHIP

I. This Service Agreement represents a living and evolving representation of the working relationship between the Province and the Consultant. At any time during the term of this Agreement, the Province or the Consultant may request changes in the Service Agreement by submitting such requests in writing to the other party. Any agreed-upon changes must be signed by both parties and appended to the Service Agreement.

II. The Consultant will engage in monthly updates via teleconference with the Premier.

III. On the last day of each month for the duration of this Agreement, the Consultant will submit a monthly report to the Deputy Minister of Intergovernmental Affairs, Executive Council that provides an update on the activities of the consultant, the status of the Province's priority issues, and future opportunities or areas of potential concern.

IV. If requested by the Province through the Deputy Minister of Intergovernmental Affairs, Executive Council, the Consultant agrees to convene a follow-up teleconference of senior officials to discuss the findings in the report.

V. The Consultant agrees to convene ad hoc teleconferences with the Premier, and/or senior officials as appropriate. In addition, Ambassador Wilkins will maintain an ongoing working relationship with senior officials from the Government of Saskatchewan.

VI. In addition to these regularly scheduled conference calls by officials, senior members of the Government of Saskatchewan (e.g., Premier, Ministers, Deputy Ministers or Premier's staff – or their designates) shall have the right to call the Consultant when they wish to discuss issues of concern to Saskatchewan.

DESCRIPTION OF WORK

General

I. The Consultant agrees to advocate on Saskatchewan's behalf with respect to Congress, the White House, government agencies, Washington DC-based organizations and coalitions and key US states.

II. The Consultant agrees to work with the Province to identify ongoing priorities of the Government of Saskatchewan. These priorities may be amended by written notice from the Province.

III. The Consultant agrees to provide research and intelligence to the Province related to the priorities of the Government of Saskatchewan including issues currently affecting or having the potential to affect market access.

IV. The Consultant agrees to provide research and advice on how to attract American investment in the Province's priority areas.

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V. The Consultant agrees to identify and provide ongoing analysis of opportunities to work with the US to advance Canada-US international interests.

Advocacy

I. The Consultant will arrange a trip for the Premier to Washington, D.C., if/when required. In this context, the Consultant will work with the Province (e.g., the Premier's Office and Intergovernmental Affairs, Executive Council) to develop an itinerary, including meetings with congressional delegations from key trading states, members of committees on priority issues, and other White House, Cabinet, State Department and Congressional leaders of interest.

II. The Consultant will arrange for the Premier's participation and/or recognition in materials distributed by Washington DC-based organizations and coalitions that are supportive of Saskatchewan's strategic interest.

III. The Consultant will take proactive steps to represent Saskatchewan's interest on key issues, projects, priorities before Congress, the White House and government agencies.

IV. As needed, the Consultant will arrange meetings between state legislative leaders and Washington-based organizations with the Premier, Ministers and/or senior government officials.

V. The Consultant will identify and arrange for the participation by the Premier or Ministers in sessions, conferences and events where the Province's priority issues are discussed.

VI. The Consultant will provide advice related to media and communications opportunities to support the Province's interests in the US This may include op-ed pieces to highlight Saskatchewan's position on priority issues, the inclusion of Saskatchewan priorities in speeches delivered by Ambassador Wilkins, and a media outreach plan to highlight the conservative position.

Information Sharing and Strategic Intelligence

I. The Consultant will identify and provide analysis on top state legislative leaders and key state organizations that are of importance to the strategic interests of the Province.

II. The Consultant will identify and provide briefings to Washington, DC-based organizations and coalitions that can reasonably be expected to support the Province in the advancement of its priority issues.

III. On a monthly basis, or more frequently as required, the Consultant will identify and provide strategic advice to mitigate or take advantage of US national legislative, legal, or regulatory action affecting the Province's priority interests.

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IV. The Consultant agrees to maintain an ongoing working relationship with designated communications officials within the Government of Saskatchewan.

The Consultant will provide a weekly summary of news clips, speeches, and other media-related information on Saskatchewan priority issues to the Deputy Minister of Intergovernmental Affairs, Executive Council.

In addition, the Consultant will capture Saskatchewan-based postings/clips/ information on an ongoing basis to develop a Saskatchewan-US media data base on key issues.

SECTOR SPECIFIC INTERESTS

Energy, Manufactured Goods and the Environment

The energy and environment sectors are increasingly intertwined. Energy is by far Saskatchewan's largest export to the US with significant opportunity for further development. However, opposition to Canadian fossil energy and related energy infrastructure framed as environmental concerns, constrains these growth opportunities. State governments, the US federal government and their respective legislative and executive arms all play important roles in policy development in these two sectors. Advancement of Saskatchewan's interests will require carefully targeted initiatives within this broad array.

The Consultant shall provide advocacy efforts, intelligence and strategic advice, including analysis, options and recommendations regarding opportunities or barriers, constraints and limitations affecting Saskatchewan's priority interests and issues, including the following:

- Development of Saskatchewan's conventional and non-conventional energy and mineral resources;
- Enhancing ongoing, open access of Saskatchewan's energy and mineral resources, products, or manufactured goods to markets in the US;
- Identification of issues that could constrain or threaten future development and export of Saskatchewan's conventional and non-conventional energy and mineral resources to US markets, including a border adjustment tax (BAT) or other tax reform measures;
- Identification of issues such as tax reform measures affecting Canadian competitiveness that could affect the future access of Saskatchewan's manufactured goods, including fuels and refined products, to markets in the US;
- Increasing US investment in the development of Saskatchewan's energy and mineral resources;
- Energy infrastructure linking Saskatchewan to the US or affecting the US market for Saskatchewan resources;
- Trade restrictive or protectionist wording in US (federal and state-level) legislation, regulations, or policies including Buy American wording;

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- North American energy security;
- Carbon dioxide capture and storage technology and projects;
- Collaborative energy research and development and technology transfer between Saskatchewan and the US; and,
- US climate change and energy policy, legislation and regulation, including concerns about "dirty oil", low carbon fuel standard, Section 526 of *The Energy Independence and Security Act* (Energy Act) of 2007, methane emissions in the oil and gas sector, revisions to the *Clean Air Act* or the *Clean Power Plan* and draft legislation relating to energy.

Trade/Agriculture

The US Farm Bill, regulations or programs impacting market access, the US national position in international trade negotiations and Canada-US collaboration in global institutions of importance to agriculture (such as CODEX) are key policy venues of interest to Saskatchewan. From time to time US State governments play a significant trade irritant role via their regulatory powers. Saskatchewan's interests are largely defensive in nature – protecting existing markets in the US and throughout the world. Typically these interests can be most effectively pursued at the national level and at this level the most important point of engagement is the legislative arm (i.e., Congress). This national push can be effectively complemented by engaging with state governments, farm bureaus and regional arms of agricultural commodity organizations.

The Consultant shall provide advocacy efforts and intelligence and strategic advice, including analysis, options and recommendations regarding opportunities or barriers, constraints and limitations affecting Saskatchewan's priority issues, including the following:

- Elements of the US Farm Bill affecting market access within the US and/or distorting Saskatchewan's trading relations with third party countries;
- US position in trade negotiations (including international related negotiations). This will include but not be limited to the North American Free Trade Agreement, Softwood Lumber Agreement, etc.;
- Trade disputes;
- Trade distorting/protectionist initiatives by the US and state governments (i.e., Buy American, Border Adjustment Tax, Country-of-Origin Labelling, etc.);
- Opportunities for harmonization of policy approaches and/or regulations to enhance Canada-US competitiveness within the world; and,
- Initiatives such as administrative procedures interfering with movement of goods and people across the Canada-US border; commonly referred to as "Border thickening".

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