

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 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.

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1. Name and address of registrant Burson-Marsteller 1801 K Street, NW, Suite 1000-L Washington, DC 20006	2. Registration No. 2469
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3. Name of foreign principal Royal Norwegian Consulate General New York	4. Principal address of foreign principal 825 Third Avenue, 38th Floor New York, NY 10022-7584
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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:

<input type="checkbox"/> Partnership	<input type="checkbox"/> Committee
<input type="checkbox"/> Corporation	<input type="checkbox"/> Voluntary group
<input type="checkbox"/> Association	<input type="checkbox"/> Other (specify) _____

Individual-State nationality _____

6. If the foreign principal is a foreign government, state:

a) Branch or agency represented by the registrant.
Royal Norwegian Consulate General New York

b) Name and title of official with whom registrant deals.
Lars Fure, Consul

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.

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

N/A

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

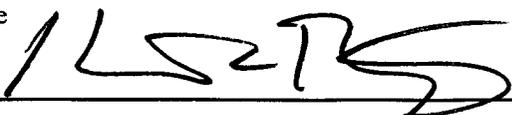
Subsidized in part by a foreign government, foreign political party, or other foreign principal Yes No

9. Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page must be used.)

N/A

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.

N/A

Date of Exhibit A AUGUST 13, 1997	Name and Title KENNETH C. RIETZ PRESIDENT & CEO	Signature 
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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.

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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.

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1. Name of Registrant Burson-Marsteller	2. Registration No. 2469
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3. Name of Foreign Principal
Royal Norwegian Consulate General New York

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SEP 10 1996

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.
Registrant will provide public relations, media relations and counseling services regarding the promotion of interest in and awareness of Norway.

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

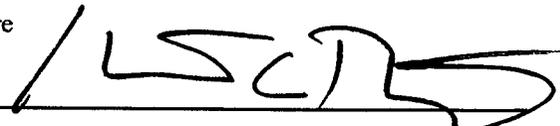
Burson-Marsteller will render the following professional services as requested by Client:

1. Media relations.
2. Support for the organization and it's activities and events.

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.

See relevant information provided in answer to item 8.

Date of Exhibit B AUGUST 13, 1997	Name and Title KENNETH C. RIETZ PRESIDENT & CEO	Signature 
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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 relations of a government of a foreign country or a foreign political party.

Burson-Marsteller

230 Park Avenue South
New York, NY 10003.1566
212.614.4000

July 23, 1997

Mr. Jon Mörland
Vice Consul
Royal Norwegian Consulate General
825 Third Avenue
New York, NY 10022-7584

018733

Dear Mr. Mörland:

This letter constitutes the agreement between the Royal Norwegian Consulate General ("Client"), and Burson-Marsteller ("B-M"), a division of Young & Rubicam LP, pursuant to which B-M will provide public relations services described in Attachment A to Client for the Norwegian Promotion (the "Program"). The following terms and conditions shall apply to this Agreement regarding communications services provided to Client by B-M.

1. SERVICES

- a. Professional Services. B-M will provide the professional services specified in Attachment A attached hereto, and incorporated herein by reference. Any changes and/or modifications requested by Client to the services specified in Attachment A must be reviewed in advance between the parties and reduced to writing signed by both parties.
- b. Additional Services. In addition to the professional services specified in Attachment A, B-M may provide additional services for projects and products as requested by Client. Before additional services are undertaken, Client and B-M will agree in a writing signed by both parties upon the scope of services and budget for all such additional services. Such signed writing will become an addendum to this Agreement and shall be fully incorporated into this Agreement as if it were attached hereto.

2. COMMENCEMENT OF SERVICES

B-M shall not commence any of the services contemplated under this Agreement without a fully executed copy of this Agreement and/or or a signed purchase order, or Client's equivalent of a purchase order.

3. COMPENSATION

Client agrees to pay B-M for all costs incurred by B-M in providing services requested by Client, as set forth in this section and according to the billing

procedures in Section 4. It is clearly understood by both parties that for the Initial Term of this Agreement, the maximum contracted amount for the start-up services specified in Attachment cannot exceed \$100,000.00 without Client's prior written authorization.

- a. Professional Services. Services rendered by B-M's professional service staff will be billed on a monthly fee basis.
- b. Support Service Expenses. Services rendered by B-M's support service staff will be billed at the hourly rates specified in Attachment B, attached hereto incorporated herein by reference. Such services include, but are not limited to, desktop publishing and secretarial.
- c. Out-Of-Pocket Expenses. Out-of-pocket expenses, including travel-related expenses and the entertainment of editorial and other parties whom Client has requested B-M to entertain will be billed to Client at cost.

If B-M uses services of an outside supplier in providing production-related services to Client, Client will pay B-M the cost of such services plus a 17.65 percent markup. Production-related services are items such as mechanical and art costs for printing, including typography and comprehensive layouts, and audio visual production costs, including talent, props, scenery, sound and lighting, rights, license fees and producers' fees.

- d. Internal Expenses. Internal expenses which include, but are not limited to, photocopies, long distance telephone, bulk mailings, supplies, and faxes will be reimbursed by Client.
- e. Administrative Charge. An administrative surcharge of three percent (3%) of the monthly professional service fee invoiced the previous month will be billed to Client to cover certain administrative costs, such as local telephone and routine postage, that are necessarily incurred in providing services to Client.

4. **BILLING PROCEDURES**

- a. Payment of Monthly Professional Service Fees. During the Initial Term of this Agreement, for the professional services specified in Attachment A, on the first of each month, B-M will send Client an invoice for the professional service fee of US\$15,250.00.
- b. Payment of Expenses. On the first day of each month B-M will send Client an invoice in US dollars for all expenses incurred by B-M in providing services requested by Client during the previous month in accordance with Section 3 herein.

- c. Payment Due Date. Client will pay B-M the amount of each invoice in US dollars on or before the due date specified on each invoice, unless advance and/or substantial payments to third parties are required. In the case of advance and/or substantial payments to third parties, Client will pay B-M immediately upon presentation to Client of any third party invoice.
- d. Late Charges. If Client fails to make any payment due under this Agreement within thirty (30) days after it is due, B-M reserves the right to charge, in addition to the amount due, interest thereon at the prime rate of interest charged by The Chase Manhattan Bank, N.A. as of the due date of such payment.

5. **OWNERSHIP OF MATERIALS**

All slogans and publicity materials submitted to Client by B-M while this Agreement is in effect are as between B-M and Client, the Client's property exclusively (subject to certain third party limited rights, such as licenses), provided that the Client pays for the materials and, before this Agreement is terminated, the Client either uses the materials at least once or indicates in writing to B-M its intention to use them. Otherwise, these materials are as between B-M and Client, B-M's property exclusively.

6. **INDEMNIFICATION**

- a. Client is responsible for the accuracy, completeness and propriety of information that it provides to B-M concerning Client's products, services, organization and industry. Client is responsible for reviewing all publicity or other materials prepared by B-M under this Agreement to confirm that all representations, direct or implied, are supportable by objective data then possessed by Client, and to confirm the accuracy and legality of the descriptions and depictions of the products and services of Client and its competitors.

Client will indemnify and hold B-M harmless from and against all losses, damages, liabilities, claims, demands, lawsuits and expenses, including reasonable attorney's fees, that B-M may incur or be liable for arising out of or in connection with any of the following:

- any publicity or other materials prepared or placed by B-M for Client, or other service performed by B-M for Client which have been approved by Client in advance;
- any alleged or actual defects in Client's products or services (including, without limitation, any claim for bodily injury or death); or
- allegations that Client's activities violate or infringe upon the copyright, trademark, patent or other rights of any third party, or that Client's activities

induce, promote or encourage the violation of or infringement upon the rights of any third party.

Client's obligations under this Section 6 include payment for all time charges and expenses (including reasonable attorney's fees) incurred by B-M in connection with any subpoena, discovery demand or other directive having the force of law or governmental inquiry the response to which Client does not object, served upon B-M or any of its affiliates that relate to Client, its business or its industry that arises out of any litigation, proceedings or investigations involving Client.

The terms and conditions of this section shall survive the termination of this Agreement.

- b. It will be the responsibility of B-M to make certain that the necessary contracts or releases have been obtained with or from those whose name and likenesses, testimonials, scripts, musical compositions, or similar materials or rights are used in the materials prepared under this Agreement, and B-M agrees to indemnify the Client against any liabilities and expense the Client may incur as a result of B-M's failure to obtain the above-mentioned contracts or releases. It is expressly understood that the foregoing indemnification by B-M shall not apply in situations where the Client directly arranges or signs such contracts or release or agreements with third parties nor shall it apply where the claim arises from matters as to which B-M has advised Client of the risks involved and Client has agreed to accept those risks in which cases Client shall indemnify B-M.
- c. B-M has no control over information once it has been issued to the media or another third party. B-M cannot assure the use of any material by any medium - print or electronic, nor the accuracy of what any third party publishes.

7. CONFIDENTIALITY

B-M, on behalf of itself and its employees, hereby covenants and agrees that it:

- a. shall exercise reasonable care and caution to keep confidential any and all proprietary information concerning Client's business and operation which becomes known to B-M by reason of the performance of its services on Client's behalf, and which information is clearly marked "confidential" or specifically identified in writing as confidential. Proprietary information includes, but is not limited to, corporate plans and strategies, new product samples, specifications, formulations, and pricing information;
- b. shall not disclose any marked or identified information to any person outside of the employ of B-M, unless to do so is required in connection with the

performance of its services, and in such event B-M hereby agrees to advise said third parties of the confidential nature of said material; and

- c. shall return to Client all such information then in its possession at the termination of B-M's services, except that B-M shall be entitled to keep evidence of its work product.

It is further agreed that none of the above shall apply to the following:

- i. information that is in the public domain at the time of disclosure to B-M or that enters the public domain through no fault of B-M, or its employees;
- ii. information that is in the possession of B-M or its employees at the time of disclosure to B-M;
- iii. information that B-M, or its employees, receive from a third party under no obligation of confidentiality to Client; and
- iv. information required to be released by B-M in compliance with any court order or other directive having the force of law.

8. **OTHER RULES GOVERNING THIS AGREEMENT**

- a. **Duration.** The Initial Term ("Initial Term") of this Agreement begins as of August 1, 1997 and continues until December 31, 1997 unless terminated earlier by either Client or B-M. To terminate, written notice must be given at least sixty (60) days before the effective date of termination. Prior to expiration of the Initial Term, B-M and Client shall review the relationship and determine any extensions thereof in writing. Such writing will become an addendum to this Agreement and shall become incorporated herein. It is clearly understood that B-M will not commence any work in addition to that which is specified in Attachment A unless such writing is fully executed prior to December 31, 1997. Client will pay for all charges incurred under this Agreement up to the effective date of termination. On that date, B-M will give or otherwise transfer to Client all property in B-M's possession that belongs to Client, as provided by Section 5, and all contracts for materials and services entered into by B-M for Client.
- b. **Agent/Client Relationship.** In purchasing materials or services on Client's behalf, B-M acts as Client's agent, and may state this relationship in contracts and orders.
- c. **Jurisdiction.** This Agreement is governed by the laws of the State of New York and will be construed accordingly. The parties hereto submit to any state or

federal court in New York as the exclusive jurisdiction for any actions arising hereunder or as a result of any relationship among the parties.

- d. Headings. Headings in this Agreement are for reference only. In case of a conflict between a heading and the content of a section, the content controls the meaning.
- e. Entire Agreement. This letter constitutes the entire agreement with respect to the matters it contains. It can be modified or amended only by a written document, which is enforceable only if signed by the party against whom enforcement is sought.

B-M and Client indicate their acceptance of this Agreement by having their respective duly authorized representatives sign in the spaces provided below.

Sincerely yours,

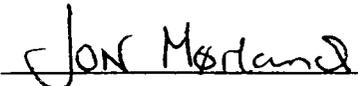
BURSON-MARSTELLER

By: 
Linda A. Hersh
Senior Vice President
Contract Administration

Date: July 23, 1997

AGREED:

ROYAL NORWEGIAN CONSULATE GENERAL

By: 

Date: July 24, 1997

Title: Acting Consul General

**ATTACHMENT A
TO AGREEMENT BY AND BETWEEN
THE ROYAL NORWEGIAN CONSULATE GENERAL
AND
BURSON-MARSTELLER**

We look forward to working with the Norwegian Government to position and promote the country of Norway in the United States. The following provides an outline of activities to be carried out by Burson-Marsteller on behalf of the Royal Norwegian Consulate General in New York.

As outlined in our initial proposal, Burson-Marsteller will:

- Promote the cultural, social and political issues of Norway among American audiences.
- Seek to enhance the political bi-lateral relationship between Norway and the United States.
- Seek to enhance the image of Norway in the United States as a modern, progressive nation which offers benefits to the consumer, the business person and the traveler.
- Strive to create a favorable climate for the positioning of Norwegian firms, goods and services in the U.S.
- Assist in creating greater awareness of Norwegian culture and arts among Americans at large.
- Attempt to increase volume of travel from U.S. by promoting the variety of authentic cultural, eco-tourism and adventure experiences available to visitors in Norway.

To this end, Burson-Marsteller will:

- Create interest and awareness to keep Norway top-of-mind by utilizing targeted publicity and editorial materials distributed to media audiences and decision-makers ensuring a constant flow of new and up-to-date information.
- Capitalize on existing events in major U.S. markets and Norway (i.e. cultural events, sporting events) to drive visibility and image of Norway.
- Exploit key trends in North American travel to promote tourism to Norway, most notably eco-tourism and adventure/achievement-oriented travel.

The primary means by which Burson-Marsteller will strive to complete the above will be through targeted media relations, press trips, and event support. At the time of this writing, Burson-Marsteller commits to these specific activities; however these activities may be modified or replaced with comparable projects at the direction of the Client.

Media Relations

In order to satisfy the diverse needs of the entities comprising Team Norway and their broad goals, wide interests and numerous target audiences, Burson-Marsteller will mobilize an aggressive media relations campaign in an attempt to deliver Norway's

messages through major national media, regional and local media, travel publications and broadcast programs, trade and industry publications and special interest publications.

Working closely with the Royal Norwegian Consulate General in New York and the Royal Norwegian Embassy in Washington, DC to identify story ideas, as well as with our Oslo-based Burson-Marsteller colleagues, Burson-Marsteller will distribute pitch letters, press releases, op-ed articles or case histories to cover the areas of political/social/cultural issues, business and trade, and travel and tourism. Pitching efforts will also be coordinated with planned events as identified by the Royal Norwegian Consulate General in New York. During the contract period, Burson-Marsteller will commit to identifying and pitching a minimum of three story ideas per month. Recognizing the importance of the regional markets of New York, Washington, Miami, San Francisco, Minneapolis and Houston, Burson-Marsteller will use its best efforts to secure media placements in each of the above-mentioned markets during the contract period. While we envision ultimately placing a substantially higher number of stories we will seek to secure at least one media placement in each market.

Press Trips

With the assistance of the Royal Norwegian Consulate General in New York and the Royal Norwegian Embassy in Washington and through close coordination with our Oslo office, Burson-Marsteller will identify press trip themes and arrange separate single-themed press trips for journalists specializing in specific areas or industries. In an effort to keep travel costs as low as possible, Burson-Marsteller will work with the Royal Norwegian Consulate in New York to identify airline and hotel partners with whom we can secure gratis or reduced rates for members of the press. Therefore, at this time specific costs cannot be identified.

During the contract period, Burson-Marsteller will conduct at least one such press trip. However, the actual number of press trips will be determined by the opportunities presented by the Royal Norwegian Consulate in New York and its Team Norway partners and the budget dollars available.

Event Support

Burson-Marsteller will also work to support planned, organized events as determined by the Royal Norwegian Consulate General in New York. While the extent of activities depends on the type of event planned and allocated budget, Burson-Marsteller is prepared to provide support in the area of media relations. This media relations work will supplement or replace some of the pitching efforts conducted each month.

It is clearly understood by both parties that the scope of services specified within this attachment are based on an understanding that the services of Burson-Marsteller will be renewed by Client for 1998. Therefore, the actual services to be provided by Burson-Marsteller in 1997 under this Agreement shall be of a start-up nature for the program detailed herein and not completion of the entire program.

ATTACHMENT B

BURSON-MARSTELLER SUPPORT SERVICES HOURLY BILLING RATES

Secretarial

Standard Rate	50.00
Overtime (after 7 hours)	75.00

Word Processing

Standard Rate	45.00
Premium/Rush Rate	90.00

Desktop Publishing

Standard	75.00
Premium/Rush Rate	120.00
Mail Merge	45.00
Premium/Rush Rate	90.00

The Knowledge Center

Director, Americas Regional Network	175.00
Manager, Knowledge Center	150.00
Supervisor, Media Monitoring	120.00
Database Manager	120.00
Database Technician	100.00
Assistant, Media Monitoring	100.00
Research/Library	100.00
Library Assistant	75.00

Media Monitoring

Supervisor	120.00
Assistant	100.00

Billed at a rate of \$15.00 per day or \$150.00 per month.

Monitoring of real time newswires and selected publications.

Additional

In order to detail strategic direction, tactical elements and story ideas, we propose commencing the contract period activity with a management planning session between representatives from Team Norway and Burson-Marsteller. Utilizing Burson-Marsteller's perception management methodology, we will partner with you in a half-day session to determine how we can create and change perceptions to achieve your objective of increasing interest in Norway in the United States.

Following the initial five months of our program, the Norwegian Consulate client contacts will be contacted by representatives from an outside research firm to respond to Burson-Marsteller's Quality Performance Index -- the tool we use to measure client satisfaction. Your responses will provide Burson-Marsteller with the information to better manage the quality and consistency of our performance. Upon receiving the results, Burson-Marsteller will develop a response plan to address any critical issues raised by the Norwegian Consulate.

Estimated Cost

	<u>Professional Fees</u>	<u>Expenses</u>
Perception Management Session	\$5,000	\$500
Media Relations (including event support)	\$56,250	\$10,000
Press Trip	\$15,000	TBD
Event Support	included above	TBD
TOTAL PROFESSIONAL FEES	\$76,250	
TOTAL EXPENSES*		\$10,500
TOTAL ESTIMATED COST		\$86,750

* Total Expenses is subject to +/-10% variance