

**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.*

1. Name and address of registrant Burson-Marsteller 1801 K Street, N.W. Suite 1000-L Washington, DC 20006	2. Registration No. 2469
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3. Name of foreign principal Hong Kong Special Administrative Region - Hong Kong Economic and Trade Offices	4. Principal address of foreign principal 1520 18th Street, N.W. Washington, DC 20036
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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:
  - Partnership
  - Corporation
  - Association
  - Committee
  - Voluntary group
  - Other (specify) \_\_\_\_\_
- Individual-State nationality \_\_\_\_\_

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

- a) Branch or agency represented by the registrant. Hong Kong Economic and Trade Offices
- b) Name and title of official with whom registrant deals. Ms. Jacqueline Ann Willis, Commissioner

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

- a) Principal address. N/A
- b) Name and title of official with whom registrant deals. N/A
- c) Principal aim

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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

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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

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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

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Date of Exhibit A 5/1/03	Name and Title Richard I. Mintz Chairman, U.S. Public Affairs	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.

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 .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant Burson-Marsteller	2. Registration No. 2469
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3. Name of Foreign Principal  
Hong Kong Special Administrative Region - Hong Kong Economic and Trade Offices

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.

See attached response

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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.

See attached response

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes  No

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

See attached response

Date of Exhibit B 5/1/03	Name and Title Richard I. Mintz Chairman, U.S. Public Affairs	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.

## CONSULTANCY AGREEMENT

This Agreement is made the day of March 27, 2003 between the Government of the Hong Kong Special Administrative Region (hereinafter referred to as 'the Government') and Burson-Marsteller, LLP, a wholly owned company of Young & Rubicam, incorporated in the state of Delaware in the United States and having its headquarters office at 230 Park Avenue South, New York, NY 10003 (hereinafter referred to as 'the Consultant').

### **RECITALS:**

This Agreement covers the engagement of the Consultant by the Government for the provision of consultancy services in the United States (hereinafter referred to as 'U.S.') on a non-exclusive basis in the public relations area, especially as a supplement to the Government's direct lobbying efforts on Capitol Hill, in developing a communications program designed to impress upon key decision-makers and opinion formers as to the importance of Hong Kong for U.S. interests and its long term viability as an international business and investment center.

Now it is hereby Agreed as follows:

### **I. DEFINITIONS AND INTERPRETATION**

- (1) In this Agreement the following words and expressions shall have the meaning hereby assigned to them except when the context otherwise requires:

“Agreement” means this Agreement and the annexes;

“Consultancy Services” means those services, tasks and objectives to be performed or achieved by the Consultant as outlined in Annex A, Annex B and this Agreement;

“Annex A” means that part of this Agreement containing the Consultancy Brief;

“Annex B” means that part of this Agreement containing the Consultant's Proposal;

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“The Budget” means the Consultancy Fee specified in paragraph VII(3);

“The Government Representative” means the person nominated in Section XX of this Agreement.

- (2) In the event of any repugnancy or conflict within this Agreement, the provisions in this Agreement (I to XX) shall prevail over Annex A and Annex B. In the event of any repugnancy or conflict between the provisions in Annex A and those in Annex B, the provisions in Annex A shall prevail.

## **II THE OBJECTIVES**

The Consultant will work closely with the Hong Kong Economic and Trade Offices (hereinafter referred to as the “ETOs”) to endeavour to achieve the objectives set out herein and also in the Consultancy Brief which is attached and marked Annex A:

- (1) The creation of confidence in the economic and political future of Hong Kong, based upon a better understanding of its present and future circumstances and of its significance for U.S. interest;
- (2) The main thrust of the public relations effort has been, and will continue to be:
  - (a) to reassure Americans that the principles of “One Country, Two Systems”, a “high degree of autonomy” and “Hong Kong people ruling Hong Kong” are firmly in place;
  - (b) to maintain business confidence and to reassure existing and potential investors of Hong Kong’s continuing economic and political viability;
  - (c) to inform existing and potential investors of the opportunities which Hong Kong can offer as a business/communications/financial/service center of the

Asia-Pacific region, as a market in its own right and as a gateway to China;

- (d) to promote and enhance Hong Kong's commercial reputation as a free trader and valuable trading partner;
- (e) to promote Hong Kong's information infrastructure and services and position Hong Kong as a leading city in the world for the development and application of information technology; and
- (f) to position Hong Kong as a world-class city - the New York and London of Asia.

### **III THE SCOPE OF THE CONSULTANCY SERVICES**

The Government hereby appoints the Consultant, and the Consultant agrees to perform and provide the Consultancy Services set out in the Consultant's Proposal at Annex B, which reflects the scope, tasks, objectives and terms of the brief which is set out at Annex A, in a professional manner and operating in strategic cooperation with the ETOs to support their efforts and achieve their objectives:

- (1) Provide strategic counsel to the ETOs on the development and management of Hong Kong's communications program and activities in the U.S..
- (2) Facilitate high level communication with the U.S. corporate/financial, governmental, media and academic institutions for Hong Kong Government officials and private sector VIPs, working in close association with the ETOs and building on the existing support network.
- (3) Support the ETOs in their coalition-building on U.S. and international issues affecting Hong Kong's interest, including recommending and qualifying sponsored visitors to Hong Kong.
- (4) Assist the ETOs in developing third-party endorsement and testimony on subjects of Hong Kong interest.

- (5) Support the ETOs continuing media relations activities, particularly the following areas:
  - (a) generating positive stories (such as successful case histories);
  - (b) analyzing news media coverage of relevant developments;
  - (c) issues management and crisis communications;
  - (d) building on the existing ETO media database;
  - (e) recommending and qualifying journalists to visit Hong Kong as part of the sponsored visitor program;
  - (f) identifying and cultivating media contacts;
  - (g) providing access to the media for appropriate Hong Kong spokespersons by arranging interviews, backgrounders and editorial meetings;
  - (h) responding swiftly to inaccurate or unfavorable coverage as appropriate, through interviews, "letters to the editor" and/or op-eds;
  - (i) on a strategic basis, relating the media relations program to the schedule of Hong Kong-related events and visits to maximize its effectiveness.
- (6) Assist the ETOs in developing and qualifying "high value" national and regional speaking opportunities for ETO spokespersons and visiting dignitaries in targeted markets, including researching and identifying opportunities, securing invitations to speak, briefing speakers and assisting with speech development and preparation.
- (7) Provide counsel and support to the ETOs in the development of communications support program for "personal diplomacy"

visits (state duty visits) to selected markets. This may include assisting the ETOs in developing:

- (a) op-eds, speeches, fact sheets and summary position papers;
  - (b) media interviews for the ETO spokespersons;
  - (c) speaking opportunities.
- (8) Support the ETOs in positioning Hong Kong as a strategic partner that the U.S. could engage in exploring the fast opening up Mainland market with China's accession to the World Trade Organization.
- (9) Assist the ETOs in developing specific case histories and success stories (for example, of a successful investment track record) to reinforce the program messages and promote its objectives.
- (10) Assist the ETOs in developing a core of support materials, specifically designed to communicate the central program messages, for use throughout the program activities.
- (11) Present creative ideas for special projects in order to focus recognition and positive attention on Hong Kong, and be prepared to support the execution of these projects subject to budgetary availability.

#### **IV ACCOUNT MANAGEMENT**

##### **Core Team**

- (1) Client Managing Partner: (Curtis Chin)

Will have overall account oversight responsibility, as the account will be placed within his administrative group; will also provide, along with Chris Dorval and Richard Mintz, senior counsel and strategy on an ongoing basis.

(2) Account Director: (Gregory Miley)

Will lead overall account on a day-to-day basis, providing counsel and strategy on an ongoing basis.

Will also oversee administrative, billing and reporting responsibilities; as well as oversee staff assignments and activities of account team and supervise service for the three ETOs.

(3) Account Team:

Will implement media outreach and other program activities, and provide ETO support as agreed upon with the three ETO Directors and the Commissioner's Office.

(a) Washington Office – Chris Dorval  
Richard Mintz  
Penny Kozakos  
Amber Gordon

(b) New York Office – Gregory Miley  
Peter Himler  
Peter Judice

(c) San Francisco Office – Keith Harmon  
Melissa Swanson  
Sandy Yeung  
Jack Smith

(4) Counselors: The resources of Consultant (including its Hong Kong office) will be available on an as needed basis for consultation and/or program strategy meetings. Such individuals would include: John Clarke, Karen Cheng, Ian McCabe.

**Performance Targets**

(5) Within the first month of the contract period, the Consultant and the ETOs will agree upon performance targets that will enable

the ETOs to measure the Consultant's performance on an ongoing basis.

### **Review Procedures**

- (6) The Consultant and the ETOs will hold regular meetings to review program development and execution against the established targets, and to plan strategy for the future.

### **Substitution of Professionals**

- (7) The Consultant shall not change its Core Team without obtaining prior consent from the Government. The Consultant shall inform the Government of any change in its Core Team members and the Government may at its option terminate the Agreement by giving one month's written notice to the Consultant. If consent is given by the Government for a change in the Core Team, the Consultant shall endeavour to designate an alternative qualified person who is suitably qualified in terms of relevant experience and qualification and submit the name of such replacement for Government's consent. The Consultant shall be responsible for all severance and recruitment expenses with respect to such replacement, and shall not charge for briefing time to bring the replacement up to speed.

## **V DURATION**

- (1) The Consultant's service will be provided to the Government throughout the Term of this Agreement, which is unless previously terminated in accordance with the terms of Section VI hereof, for a twenty-four consecutive calendar month period commencing April 1, 2003.

## **VI TERMINATION OF SERVICES**

- (1) Breach of any conditions contained in this Agreement by either party shall entitle the non-breaching party to immediately terminate this Agreement by giving a written notice of termination to the breaching party. In the case of a breach capable of being remedied, if the breach shall not have been

remedied by the breaching party to the reasonable satisfaction of the non-breaching party, within 7 days of receipt of a written notice from the non-breaching party that the same be remedied, the non-breaching party may after expiry of such notice, without prejudice to its accrued rights and actions against the breaching party, immediately terminate this Agreement by giving a written notice to the breaching party. In the event of such termination, the Government shall only be financially liable for payment to Consultant for services actually rendered and expenses incurred up to the effective date of such termination. In such event, the Government is under no further obligation to the Consultant under this Agreement without thereby releasing the Consultant from any of its obligations or liabilities under this Agreement, or affecting the rights and powers conferred upon the Government by this Agreement.

- (2) The Government is entitled to terminate this Agreement forthwith if the Consultant shall go into liquidation or if a receiver has been appointed over any of its asset. For the avoidance of doubt, the Consultant shall refund to the Government any amounts paid by Government in advance in respect of Consultancy Services which have not been performed at the date of termination.
- (3) Both parties may at any time prior to the completion of the consultancy, terminate this Agreement by giving the other party one month's written notice of such termination.
- (4) The Government may terminate the Agreement by giving the Consultant one month's written notice in the event that there is a change in the Core Team without obtaining prior consent from the Government.
- (5) Both parties' duties, responsibilities and rights shall continue in full force during the period of notice of termination. Upon termination of this Agreement, the Government is to pay for all authorized work in process, at cost, and shall assume the Consultant's liability under, and indemnify and defend the

Consultant with respect to, all outstanding contracts made on the Government's behalf.

- (6) The Consultant shall transfer, assign and make available to the Government or its representative all Acquired Property (that is, all of the Consultant's work product belonging to and paid for by the Government, including without limitation, all reports, literature, advice, promotional materials, programs, schedules, plans, story lines, ideas, placements, reviews, data and software). The Consultant also agrees to give all reasonable cooperation to transferring and approval of third parties in interest and reservations, contracts and agreements yet to be used and all rights and claims thereto and therein, upon being duly released from the obligation thereof.

## **VII FINANCIAL ARRANGEMENTS**

### **Payment and Invoices**

- (1) Subject to (3) below, the Government shall pay the Consultant a monthly retainer fee of US\$20,833.33, with the first payment due upon execution of this Agreement. The Consultant shall bill the Government for subsequent payments no later than 15<sup>th</sup> of the month following the billing period. The invoices should be accompanied by activity reports. Upon receiving an invoice for the monthly retainer fee, the Government shall effect payment within thirty (30) calendar days.
- (2) The monthly retainer fee shall cover all costs including professional staff costs and out-of-pocket expenses that the Consultant incurs on the Government's behalf in connection with this Agreement.
- (3) The total consultancy fee to the Consultant by the Government in consideration of the consultancy services shall not exceed the budget of US\$500,000; such consultancy fee includes the consultancy payment and all out-of-pocket expenses. Any overage must be approved in writing by the Government (as per (5) below).

## **Budgeting and Billing**

- (4) For projects not covered by the initial scope of Annex B or the scope of the consultancy services set out in this Agreement, budgets will be agreed by both parties on a project-by-project basis. The Government will not pay for any over-runs over such agreed budgets unless this has been specially agreed in writing in advance.
- (5) In the event that the approved budget is exhausted prior to the expiration of the Term of this Agreement, the Consultant will cease all work hereunder and incur no further costs on the Government's behalf without the prior written approval of the Government.
- (6) The Consultant and the Government recognizes that it will be necessary to maintain a close and ongoing review of budgetary and billing procedures against their actual experience in order to determine the most cost-effective system and will include this item as a major priority within their review procedures.

## **VIII GENERAL PROCEDURES**

The Government reserves the right to modify, reject, cancel or stop any and all plans, schedules or work in process; and in such event the Consultant shall immediately take proper steps to carry out the Government instructions. In return the Government agrees to pay the Consultant, in accordance with the provisions of this Agreement, any and all proper charges earned and incurred by the Consultant in connection with such work up to the time of its discontinuance, cancellation, or modification.

## **IX CONFIDENTIALITY**

- (1) All materials and data furnished by or on behalf of the Government in connection with this Agreement shall be treated as confidential information. The Consultant shall not, during the continuance of this Agreement or at any time thereafter, disclose to any person the terms and conditions of this

Agreement, or any confidential information, PROVIDED that the restrictions on disclosure contained in this Clause shall not apply:

- (a) to the disclosure of any information to any person in circumstances where such disclosure is necessary for the performance of the Consultant's duties and obligations under this Agreement;
  - (b) to the disclosure of any information already known to the recipient other than as a result of disclosure by the Consultant or the Core Team;
  - (c) to the disclosure of any information which is or becomes public knowledge other than as a result of disclosure by the Consultant or the Core Team;
  - (d) to the disclosure of any information in circumstances where such disclosure is required pursuant to any law or order of a Court of competent jurisdiction;
  - (e) to the disclosure of any information to the Consultant's professional advisers who receive the same under the aforesaid duty of confidentiality; and
  - (f) to the disclosure of any information with the prior written consent of the Government.
- (2) Any disclosure permitted under (1) shall be in strict confidence and shall extend only so far as may be necessary for the purpose specified in (1) and the Consultant shall ensure the confidentiality of any such disclosure by taking all appropriate action to restrain or restrict any further disclosure.
- (3) The Consultant shall not make use of or reproduce any information, report, chart, document, plan, software, data or other particulars or information whatsoever relating to this Agreement furnished by or on behalf of the Government other than in the performance of its obligations under this Agreement

and shall not make use of the deliverables or computer models produced or created in relation to the performance of its obligations under this Agreement other than in the performance of its obligations under this Agreement or with the prior written consent of the Government.

- (4) The Consultant shall not without the prior written consent of the Government publish, either alone or in conjunction with any other person, in any newspaper, magazine, periodical, film, video, or other medium, any confidential information relating to the consultancy (including without limitation the advice provided by it and the duties undertaken by it under this Agreement).
- (5) The Consultant shall inform every person to whom any information, report, chart, document, plan, software, data or other particulars or information relating to this Agreement is disclosed pursuant to this Clause of the restrictions on reproduction and disclosure attaching to such information and the Consultant shall require such a person to notify the same restrictions to any other person to whom it makes any such disclosure.
- (6) The Consultant hereby warrants that each member of the Core Team has signed Consultant's employment confidentiality agreement agreeing not to disclose any such confidential information and the Consultant shall provide certified true copies of all such undertakings to the Government as may be required by the Government. The Consultant further agrees that, if so required by the Government, it shall take all such steps as are lawful and necessary to enforce such undertakings.

## **X COPYRIGHT**

- (1) Subject to (2) below, the Government shall become the exclusive owner of the deliverables and all the information, charts, documents, plans, software, data and material therein or created, supplied or produced by or on behalf of the Consultant under this Agreement (the "Acquired Property") and the copyright and all other intellectual property in the Acquired

Property shall vest in the Government absolutely. For the avoidance of doubt, the Consultant agrees that the Government may reproduce or disclose in its entirety all or any part of the Acquired Property for any purpose whatsoever at any time.

- (2) The ownership of all intellectual property in the deliverables produced or created by the Consultant in providing the Consultancy Services shall vest in the Government absolutely. The Consultant shall not use or reproduce the same except for the performance of its obligations hereunder, or with the prior written approval of the Government.
- (3) The provisions of (1) and (2) shall not apply to any information (the "Licensed Property") which is or was specifically produced or created solely and exclusively in relation to services, other than the Consultancy Services or services to the Government, and which is incorporated into or used by the Consultant in the performance of the Consultancy Services hereunder.
- (4) The Consultant hereby warrants that the Government shall acquire an irrevocable and perpetual license to use and reproduce the Licensed Property in its absolute discretion in its implementation or attempted implementation in whole or in part of the advice and recommendations given by the Consultant under this Agreement.
- (5) The Consultant shall not infringe the copyright or other intellectual property of or in respect of any publications, matters or things.
- (6) The Consultant shall execute such assignments, deeds, licenses and documents and give such notices immediately as the Government may require to effect the assignment and licensing as the case may be of the copyright and intellectual property rights to the Government.

**XI ASSIGNMENT, SUBCONTRACTING AND SUPERINTENDENCE**

- (1) Subject to prior approval from the Government Representative, the Consultant is authorized to enter into contracts with third parties to effectuate the purposes of this contract.
- (2) The Consultant shall not assign this Agreement in whole or in part or any benefit or interest in this Agreement without the written consent of the Government and any such assignment which requires consent shall be in a form approved by the Government and the Consultant will remain fully liable to the Government for the undertaking, performance and completion of the Consultancy Services as if any such assignment had not taken place.
- (3) The Consultant will give and provide all necessary superintendence throughout the Term of this Agreement for the proper performance and execution of its duties under this Agreement except to the extent such breach of law arises out of any materials or information provided to the Consultant by the Government.
- (4) No agency, employment, partnership, joint venture or joint relationship is created hereby. The Government does not extend to the Consultant or the Consultant's agents, employees or representatives any authority of any kind to bind the owner in any respect whatsoever.

**XII INVOICES**

All requests for payment together with invoices shall be mailed in duplicate to:

Executive Assistant to the Hong Kong Commissioner, USA  
Hong Kong Economic & Trade Office  
1520 18th Street, N.W.  
Washington, D.C. 20036

### **XIII CONDUCT OF THE CONSULTANCY SERVICES**

- (1) The Consultant warrants that:
  - (a) the Consultancy Services shall be performed and completed in an impartial, timely and diligent manner and that the Consultant, each member of the Core Team and every person employed, used or engaged by the Consultant in the performance of the Consultancy Services shall use all the experience, skills, care and diligence in the performance of the Consultancy Services and the discharge of all its duties and obligations under this Agreement as may be expected from a person who is an expert in providing services of a kind similar to the Consultancy Services; and
  - (b) the Consultant, the Core Team and the Consultant's permitted sub-contractors, if any, have the necessary skills and experience to provide the Consultancy Services hereunder.
- (2) The Government will provide all information necessary for the Consultant to make any filings required under the Foreign Agent Registration Act of 1938.

### **XIV INDEMNITY**

- (1) The Consultant shall indemnify the Government and keep the Government fully and effectively indemnified against any and all losses, claims, damages, costs, charges, expenses, liabilities, demands, proceedings and actions which the Government may sustain or incur or which may be brought or established against it by any person and which in any case arises out of or in relation to or by reason of:
  - (a) the negligence, recklessness or willful misconduct of the Consultant, each member of the consulting team and each employee, agent or subcontractor engaged or used by the Consultant in the provision of the Consultancy Services;

- (b) the breach of any of the warranties and undertakings herein including the confidentiality restrictions by the Consultant or by any person to whom it discloses the confidential information; or
- (c) any unauthorized act or omission or infringement of any intellectual property rights or moral or innominate rights of any third party by the Consultant, each member of the consulting team and each employee, agent or subcontractor engaged or used by the Consultant in the provision of the Consultancy Services.

## **XV FOREIGN PRACTICES**

The parties hereto mutually agree, for themselves and their employees, agents and intermediaries, that they will not pay, and will not permit or suffer any agent, intermediary or employee to pay, directly or indirectly, any money or thing of value, to any official of the government of any nation or political subdivision thereof, or any of their agencies, instrumentalities, corporations or ventures, or to any political party, official thereof, or any candidate, for the purposes of influencing the acts, omissions or decisions, in an official capacity, of such official, party or candidate in violation of his/her or its lawful duty or inducing him/her or it to exercise his/her or its influence to affect or influence any act or decision of such government or instrumentality or to obtain or retain business.

## **XVI ARBITRATION**

- (1) If any dispute or difference shall arise between the parties hereto touching any matter or thing connected with this Agreement the same shall be referred, following written notice of the existence of the dispute or difference given by one party to the other, to a mutually agreed single Arbitrator, sitting in Hong Kong, who shall arbitrate the dispute or differences in accordance with the provisions of the Arbitration Ordinance of Hong Kong or any statutory modification or re-enactment thereof for the time being in force.

- (2) The award of the Arbitration shall be final and binding on both parties.

## **XVII CHOICE OF LAW**

This Agreement shall be subject to and construed in accordance with the laws of Hong Kong.

## **XVIII CONFLICT OF INTEREST**

- (1) For the duration of this Agreement and within six months after its completion, the Consultant shall not, without prior written consent of the Government, accept engagement or otherwise render any services to other individuals, firms, corporations or entities in connection with any public relations program that involves interests or positions in conflict with those of the Government of which the Consultant is or ought reasonably to be aware. In cases where the conflict or potential conflict is in doubt, the Consultant shall accordingly first seek the Government's views as to the applicability of this paragraph. For its part, the Government agrees that it will not require the Consultant to decline an engagement unless it is satisfied that any such engagement could have an adverse impact on the effectiveness of the Consultant's services herein.
- (2) In the event that the Government shall determine, at its sole discretion, that a conflict of interest exists or is likely to arise as a result of an existing or new consultancy or other service undertaken by the Consultant the Government shall at its option be entitled immediately to terminate this Agreement.

## **XIX DISCLOSURE OF FEES**

- (1) The Consultant hereby acknowledges and agrees that the Government may, whenever it considers appropriate or upon request by any person (written or otherwise) and without any further reference to the Consultant, disclose to any person in such form and manner as the Government deems fit:

- (a) the Consultancy Fee and any other fees, costs and expenses payable to the Consultant pursuant to this Agreement; and
  - (b) the fee proposal submitted prior to the date of this Agreement by the Consultant to the Government in relation to the Consultancy Services.
- (2) The Consultant hereby waives its rights, if any, to make any claims against the Government for any loss or liability suffered by the Consultant as a result of or in connection with any disclosure made by the Government under (1).

**XX NOTICES**

- (1) Any notice, request, demand, report or other communication that is required or contemplated hereunder shall be in writing, addressed to the parties as set forth below and sent by registered/certified mail or hand delivered;

- (2) All notices to the Government Representative shall be sent to:

Hong Kong Commissioner, USA  
Hong Kong Economic & Trade Office  
1520 18th Street, N.W.  
Washington, D.C. 20036

- (3) All notices to the Consultant shall be sent to:

Mr Gregory Miley  
Director, Public Affairs Practice  
Burson-Marsteller  
230 Park Avenue South  
New York, NY 10003

**IN WITNESS WHEREOF**, this Agreement has been entered into on the day and year first above written

Signed by  
for and on behalf of  
Burson-Marsteller  
in the presence of:

)   
)  
) RICHARD I. MINTZ.  
)

Witness:      Signature  
                 Name  
                 Address

  
GREGORY L. MASLEY, JR.  
Burson-Marsteller  
230 Park Avenue South  
New York, NY 10003

Signed by  
for and on behalf of the  
Government of the Hong Kong  
Special Administrative Region  
in the presence of:

)  
)  
)   
) Jacqueline Ann Willis  
) Hong Kong Commissioner, USA

Witness:      Signature  
                 Name  
                 Address

  
Sally Lo  
Hong Kong Economic & Trade Office  
1520 18th Street, N.W.  
Washington, D.C. 20036

Registrant: Burson-Marsteller  
Foreign Principal: Hong Kong Special Administrative Region  
Hong Kong Economic and Trade Offices

Responses to Questions 7, 8, and 9  
Exhibit B to Registration Statement

7. For the length of the agreement, the registrant will provide communications counsel to the foreign principal.
8. Activities include:
  - a. Create confidence in the economic and political future of Hong Kong;
  - b. Reassure American audiences of the Principles of "One Country, Two Systems";
  - c. Maintain business confidence and reassure existing and potential investors of Hong Kong's viability;
  - d. Inform investors of opportunities which Hong Kong can offer as a business/communications/financial service center;
  - e. Promote Hong Kong's commercial reputation; and
  - f. Position Hong Kong as a world-class city
9. Political activities include:
  1. Provide strategic counsel to the ETOs on the development and management of Hong Kong's communications program and activities in the U.S.
  2. Facilitate high-level communication with the U.S. corporate/financial, governmental, media and academic institutions for Hong Kong Government officials
  3. Support the ETOs in their coalition-building on U.S. and international issues affecting Hong Kong's interest.
  4. Assist the ETOs in developing third-party endorsement and testimony on subjects of Hong Kong interest.
  5. Support the ETOs continuing media relations activities, particularly the following areas:
    - (a) generating positive stories (such as successful case histories);
    - (b) analyzing news media coverage of relevant developments;
    - (c) issues management and crisis communications;

- (d) building on the existing ETO media database;
- (e) recommending and qualifying journalists to visit Hong Kong as part of the sponsored visitor program;
- (f) identifying and cultivating media contacts;
- (g) providing access to the media for appropriate Hong Kong spokespersons by arranging interviews, backgrounders and editorial meetings;
- (h) responding swiftly to inaccurate or unfavorable coverage as appropriate, through interviews, "letters to the editor" and/or op-eds;
- (i) on a strategic basis, relating the media relations program to the schedule of Hong Kong-related events and visits to maximize its effectiveness.

6. Assist the ETOs in developing and qualifying "high value" national and regional speaking opportunities for ETO spokespersons and visiting dignitaries.

7. Provide counsel and support to the ETOs in the development of communications support program for "personal diplomacy" visits (state duty visits) to selected markets. This may include assisting the ETOs in developing:

- (a) op-eds, speeches, fact sheets and summary position papers;
- (b) media interviews for the ETO spokespersons;
- (c) speaking opportunities.

8. Support the ETOs in positioning Hong Kong as a strategic partner that the U.S. could engage in exploring the fast opening up Mainland market with China's accession to the World Trade Organization.

9. Assist the ETOs in developing specific case histories and success stories (for example, of a successful investment track record) to reinforce the program messages and promote its objectives.

10. Assist the ETOs in developing a core of support materials, specifically designed to communicate the central program messages, for use throughout the program activities.

11. Present creative ideas for special projects in order to focus recognition and positive attention on Hong Kong, and be prepared to support the execution of these projects subject to budgetary availability.