

**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  Garvey Schubert & Barer	2. Registration No.  3047
3. Name of Foreign Principal  Embassy of Canada	

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.

Provide legal advice to the Embassy of Canada in the matter related to Canada - US fisheries and environmental issues.

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

Legal Analysis and counseling related to legislative and administrative actions relating to the extraterritorial impacts of the Endangered Species Act, Pacific Salmon Treaty, the Magnuson Fisheries Conservation and Management Act and related Pacific fishery regulations.

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.

We believe that all activities will fall outside of the "political activities" definition; however, in an exercise of caution, we do report telephone conversations and meetings with US officials under 12 of the supplemental report whenever there is any possibility that they could be construed as political activities. Those activities are described in item 12 above. The interests involved relate generally to legislative and regulatory developments affecting Canada as more fully described in the June 14, 1991 contract, as amended by registrants subsequent contracts filed as Exhibit B's thereafter.

Date of Exhibit B <i>September 9, 2002</i>	Name and Title <i>Harold Bailey, Owner</i>	Signature <i>Harold J. Bailey</i>
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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.

Department of Foreign Affairs  
and International Trade  
Department of Justice



Ministère des Affaires étrangères  
et du Commerce international  
Ministère de la Justice

Trade Law Bureau  
125 Sussex Drive  
Ottawa, Ontario K1A 0G2

April 22, 2002

File Number: 212-3

Garvey, Schubert & Barer  
Fifth Floor  
1000 Potomac Street, N.W.  
Washington, D.C.  
20007

**Attention: Richard A. Wegman**

**RE: Canada-U.S. fisheries and environmental issues  
Legal Contract: April 1, 2002 through March 31, 2003**

Dear Mr. Wegman:

This letter amends the terms of your appointment as Agent of the Attorney General of Canada in the matter related to Canada-U.S. fisheries and environmental issues, as set out in the letter dated June 14, 1991, from Derek H. Burney and its appendices, and subsequent amendments.

Instructions will be communicated, either orally or in writing, by myself or my designate, or by Timothy J. Hodges, Counsellor and Head of Section (Environment and Fisheries), Canadian Embassy, or his designate.

Brief oral reports on the status of the work performed, delineating the areas in which the work was performed, and the estimated number of hours invested in the performance of that work shall be provided to one of the above mentioned persons on a bi-weekly basis.

The period of appointment is extended to March 31, 2003. The total maximum amount payable for such services for the period of April 1, 2002 through March 31, 2003, will be U.S. \$115,000.00, including reimbursement for expenses or disbursements, and the fees for this contract will be at the hourly rates indicated on the attached schedule. You may, as required assign work to other members or employees (attorneys and paralegal assistants) of the firm who are listed in that attached Schedule. Services may also be provided by attorneys and

paralegal assistants other than those listed provided that they are members or employees of your firm and that their rates are comparable to the rates fixed for members or employees of comparable experience and are within the ranges indicated in the Schedule. I would stress that the assignment of work to other members or employees of the firm should be judicious, avoid duplication of effort and ensure cost efficiency to the Government of Canada. I reinforce the nature of the maximum charges covering this agreement.

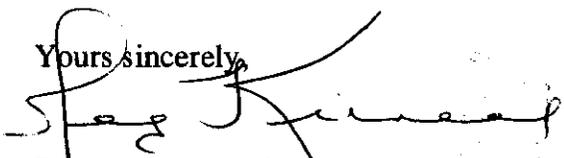
You will be reimbursed for necessary disbursements incurred in connection with this matter, including necessary travel expenses which shall be in accordance with Treasury Board directives. When submitting your account, please send copies of receipts for any disbursements claimed. You should also know that I cannot authorize reimbursement for meals unless you are on travel status and that expenses claimed for authorized travel must be in accordance with Treasury Board guidelines.

Itemized and certified accounts shall be addressed to Denyse MacKenzie, Principal Counsel and Director General, Trade Law Bureau at the above address, with a copy to the Canadian Embassy, 501 Pennsylvania Avenue N.W., Washington, D.C. 20001, for the attention of Timothy J. Hodges, Counsellor and Head of Section (Environment and Fisheries).

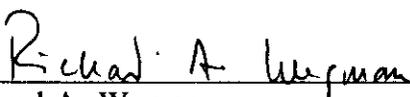
Submission of accounts shall be made on a monthly basis within 30 days following the last day of the month for which they are submitted. No account will be accepted for payment after thirty days following the expiration of the period of appointment.

If this amendment is satisfactory to you, please sign this letter in the space provide below and return the original to me. Please keep a copy for your records.

Yours sincerely,

  
Denyse MacKenzie  
Principal Counsel and Director General  
Trade Law Bureau

"I accept and agree to the amendment, to the terms and conditions of this appointment."

  
Richard A. Wegman  
Agent of the Attorney General of Canada

**GARVEY, SCHUBERT & BARER**

**Schedule of Hourly Rates**

(April 1, 2002 through March 31, 2003)

<u>NAME</u>	<u>\$U.S.</u>
<i>Partners</i>	
Richard A. Wegman	295.00
Eldon V. Greenberg	260.00
Harold G. Baily, Jr.	210.00
<i>Paralegal</i>	
Patrick Briscoe	110.00



Deputy Minister of Justice  
and Deputy Attorney-General

Room 110  
Legislative Building  
Winnipeg MB R3C 0V8

MAY 01 2002

Richard A. Wegman  
Garvey, Schubert & Barer  
Law Offices  
Fifth Floor  
1000 Potomac Street N.W.  
Washington D.C. 20007

Dear Mr. Wegman:

**Re: Retainer – Department of Conservation, Government of Manitoba  
- Dakota Water Resources Project and Devil's Lake Outlet  
- Northwest Area Water Supply Project (NAWS) Litigation**

Further to your fax transmission of April 15, 2002, this is to confirm that your rate of remuneration is now \$295.00 (in U.S. funds) per hour, in accordance with the Schedule of Hourly Rates effective April 1, 2002 to March 31, 2003, provided to us. All other terms and conditions of the original retainer letters dated April 10, 2000 and March 21, 2002, remain the same.

If you have any questions concerning this retainer, please contact Mr. Tom Hague, Director, Civil Legal Services, 730 – 405 Broadway, Winnipeg, Manitoba, R3C 3L6, Telephone No. (204) 945-2846.

Sincerely,

*Marcy Humphrey*

*for* Bruce A. MacFarlane, Q.C.  
Deputy Minister of Justice and  
Deputy Attorney General

c Tom Hague  
Norm Brandson  
Brian Walker



Deputy Minister of Justice  
and Deputy Attorney-General

Room 110  
Legislative Building  
Winnipeg MB R3C 0V8

MAR 21 2002

Richard A. Wegman  
Garvey, Schubert & Barer  
Law Offices  
Fifth Floor  
1000 Potomac Street N.W.  
Washington D.C. 20007

Dear Mr. Wegman:

**Re: Retainer – Department of Conservation, Government of Manitoba – Garrison  
Diversion - Northwest Area Water Supply Project (NAWS) Litigation**

This is to confirm that you have been retained by the Government of Manitoba to provide advice and assistance to the Department of Conservation of the Government of Manitoba with respect to the appeal of the decision of the United States Bureau of Reclamation respecting the Garrison Diversion project.

Further instructions should be sought from Mr. Norman Brandson, Deputy Minister of Conservation, Room 327 Legislative Building, 450 Broadway, Winnipeg, Manitoba, R3C 0V8, Telephone No. (204) 945-3785.

Your rate of remuneration is \$275.00 (in U.S. funds) per hour, in accordance with the rate schedule set out in the current contract between the Government of Canada and the Government of Manitoba relating to the Dakota Water Resources Project and the Devil's Lake Outlet.

Please have your statement of account show brief details of the nature of the work, together with the date(s) on which the work was performed and the number of hours expended. In that regard, if you keep a record of your time on computer, you can simply provide us with a copy of your computer printout. Any individual disbursements in excess of \$50.00 should

