

Exhibit A
To Registration Statement
Pursuant to the Foreign Agents
Registration Act of 1938, as amended

Public Access 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 the public for 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 all such 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 Hill and Knowlton, Inc., 600 New Hampshire Ave., NW, Suite 601, Washington, DC 20037	2. Registration No. 3301
3. Name of foreign principal Council of Hellenes Abroad	4. Principal address of foreign principal North & South America region- 360 N. Michigan Ave., Suite 1109, Chicago IL 60601 (headquarters in Thessaloniki)
5. Indicate whether your foreign principal is one of the following: <input type="checkbox"/> Foreign government <input type="checkbox"/> Foreign political party <input type="checkbox"/> 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 checked="" type="checkbox"/> Other <u>non-governmental organization</u> <input type="checkbox"/> Individual-State nationality _____	
6. If the foreign principal is a foreign government, state: a) Branch or agency represented by the registrant. b) Name and title of official with whom registrant deals.	
7. If the foreign principal is a foreign political party, state: N/A a) Principal address. b) Name and title of official with whom registrant deals. c) Principal aim.	

2003 JUL -9 AM 11:25
CRM/ISS/REGISTRATION UNIT

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. **The Council operates as an independent non-governmental organization, but is also affiliated with the Greek Ministry of Foreign Affairs, advising the Hellenic (Greek) Republic on all matters of interest to Hellenes in the Diaspora. It is also a source of information and communication for Greeks living abroad.**

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.)* **The Council was created by an Act of the Greek Parliament and became operative in 1995 via Presidential Decree. As a result, the Council is controlled by the Greek government.**

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 control it. **N/A**

CRM/ISS/REGISTRATION UNIT
2003 JUL -9 AM 11:25

Date of Exhibit A	Name and Title Marla Viorst, Vice President of Public Affairs, Hill and Knowlton, Inc.	Signature 
-------------------	---	--

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 the 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

Hill and Knowlton, Inc.

2. Registration No.

3301

2003 JUL -9 AM 11:25
CRM/ISS/REGISTRATION UNIT

3. Name of Foreign Principal

Council of Hellenes

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. **See attached.**
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 counsel and assistance regarding media relations and public affairs with regard to event in New York City promoting Greek culture during November of 2002.

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

See item 7 above.

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.

2003 JUL -9 AM 11: 25
CRM/ISS/REGISTRATION UNIT

Date of Exhibit B	Name and Title Marla Viorst, Vice President of Public Affairs, Hill and Knowlton, Inc.	Signature 
-------------------	---	---

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

October 14, 2002

Hill and Knowlton, Inc.
International Public Relations/Public Affairs
466 Lexington Avenue
New York, NY 10017
212 885-0300

Council of Hellenes Abroad
North & South American Region
360 N. Michigan Ave.
Suite 1109
Chicago, IL 60601
Attn: Chris P. Tomaras
SAE Vice President - Regional Coordinator

2003 JUL -9 AM 11:25
CRM/ISS/REGISTRATION UNIT

This will serve as the agreement pursuant to which Hill and Knowlton, Inc. ("H&K") will serve as professional communications counsel to Council of Hellenes Abroad ("Client").

1. **Services**

As requested by Client from time to time, H&K will furnish such public relations/public affairs services as are ordinarily provided by a full-service professional communications company. As described in the Public Relations Proposal, submitted to you dated October 8, 2002 (see attached addendum), H&K estimates a total project budget of \$30,000 plus 10% in out of pocket expenses.

2. **Charges**

- (a) Charges for H&K's services will be made at H&K's then standard hourly rates for participating professionals and other staff as required to carry out the programs and tasks approved by Client.
- (b) In addition to staff time charges, Client will pay H&K the net cost of all materials, services and rights obtained by H&K from third-party suppliers on Client's behalf, plus a fifteen (15) percent handling and administration fee. In obtaining such materials, services and rights, H&K will act as agent for Client as disclosed principal.
- (c) H&K charges a fixed amount equal to seven (7) percent of staff time charges to cover the net cost of all routine out-of-pocket disbursements such as postage, courier, in-house, photocopying, and ordinary communications (telephone, facsimile, and e-mail). Travel and accommodation expenses will be billed at our net cost.
- (d) H&K may be called upon to assist Client in responding to a crisis or extraordinary situation requiring an unusual expenditure of

time and/or effort by H&K personnel. If such a situation arises, a separate letter of agreement will be prepared and H&K, in conjunction with the Client, will take into consideration such extraordinary factors in determining the rates or fee to be charged.

It is acknowledged that such circumstances may require H&K to commence services before H&K and Client shall have completed a separate agreement. Accordingly, Client's instruction to H&K to commence such services will constitute Client's commitment to pay H&K's standard crisis rates therefore subject to equitable adjustment upon execution of a definitive agreement with respect to such services.

- (c) H&K may be called upon to respond to or assist Client in connection with litigation commenced or threatened against Client by third parties (for example, in complying with a document subpoena). It is understood that H&K will be entitled to staff time charges and reimbursement of out-of-pocket expenses, including reasonable attorney's fees, for services rendered to Client, or time spent by H&K in connection with such matters.

3. **Payment Terms**

- (a) Following the conclusion of each calendar month, H&K will provide Client with an invoice payable within ten (10) days for actual staff time, third-party expenditures, travel/accommodation costs, and our charge for routine out-of-pocket disbursements recorded during such month. Client has five (5) business days to dispute any aspect of the invoice. If the Client fails to do so within five (5) business days, the invoice cannot be contested. [In anticipation of extraordinary expenses or time to be incurred on your behalf, we shall have the right to require the up-front payment of certain charges.]
- (b) In the event payments due H&K are not made in accordance with the terms stated in Clause (a) above, H&K will be entitled to charge Client a late penalty of 1½ percent per month on any overdue and unpaid balance. Client agrees to reimburse H&K for all expenses (including reasonable attorney's fees and disbursements) incurred in the collection of any overdue and unpaid invoices.
- (c) H&K reserves the right to suspend or terminate all service to Client without liability resulting directly or indirectly from such suspension or termination, in the event that any undisputed invoice or any undisputed portion of any disputed invoice for staff time charges, third-party expenditures, travel/accommodation or

out-of-pocket charges or costs remain unpaid forty-five (45) days from the date of invoice.

- (d) Without limiting the foregoing, we reserve the right in the case of any delinquency of Client's payments or any impairment of Client's creditworthiness, to change the requirements as to terms of payment under this agreement.

4. **Records**

- (a) H&K will maintain accurate record of all staff time and third-party expenditures incurred on behalf of Client and, during the term of this agreement and for one year thereafter, Client may examine such records at H&K's offices, where such records are regularly maintained upon reasonable notice and during normal business hours. It is understood that the foregoing does not include H&K's salary data, overheads, and other internal H&K costs or non-billable items.
- (b) If requested, copies of supplier invoices and other back-up materials in support of H&K's third-party expenditures of \$500 or more will be included with H&K's end-of-month invoice.

5. **Confidentiality**

H&K acknowledges its responsibility, both during and after the term of its engagement hereunder, to exercise reasonable care to preserve the confidentiality of any proprietary or confidential information or data developed by H&K on behalf of Client in the course of its services hereunder, or disclosed by Client to H&K. H&K's obligation under the foregoing sentence shall not extend to:

- Information that is in the public domain at the time of disclosure to H&K or which enters the public domain through no fault of H&K;
- Information that is in the possession of H&K or its employees at the time of disclosure to H&K;
- Information that H&K, or its employees, receives from a third party under no obligation of confidentiality to Client; and
- Information which is required to be disclosed pursuant to any court order or directive having the force of law.

Notwithstanding the above, H&K's obligation to maintain the confidentiality of any such information that it maintains in its possession or control shall cease on the third anniversary of the termination of this agreement.

6. **Indemnity**

It is acknowledged that H&K cannot undertake to verify facts supplied to it by Client, or factual matters included in material prepared by H&K and approved by Client. Accordingly, Client agrees to indemnify and hold harmless H&K from and against any and all losses, claims, damages, expenses (including reasonable attorney's fees and disbursements) or liabilities ("damages") which H&K may incur as a result of any materials, releases, reports, or information supplied to H&K by, or on behalf of, Client, or prepared by H&K and approved by Client prior to dissemination, publication or broadcast, except when directly attributable to H&K's failure to use due care. Client shall similarly indemnify and hold H&K harmless in respect of any damages arising out of the nature or use of Client's products or services.

7. **Ownership Of Materials**

- (a) All materials submitted or developed by H&K for Client and any other tangible work product produced by H&K specifically on behalf of Client during the term of this Agreement (collectively, "Materials"), shall, as between H&K and Client, be deemed Client's property exclusively (subject, however, to any licensed third-party rights retained therein), provided that Client pays for such Materials and, before this agreement is terminated, Client either uses the Materials at least once, or indicates in writing to H&K its intention to use them. Otherwise, such Materials are, as between H&K and Client, H&K's property exclusively.

All such Materials belonging to Client which are eligible for copyright protection in the United States or elsewhere, shall be deemed works made for hire. If any such Materials are deemed for any reason not to be a work made for hire, H&K, without further consideration, hereby assigns all such rights, title and interest in the copyright of Materials to Client, and H&K agrees, at the request and expense of Client, to execute and deliver such documents and instruments as shall be necessary to evidence Client's ownership and copyright interest therein.

- (b) The foregoing clause (a) shall not apply to the extent that Materials or works created or prepared by H&K on behalf of Client consist of material that was owned by, or licensed to, H&K, prior to its

execution of this Agreement and any computer software or elements thereof that may have been developed by H&K in connection with its services hereunder, which shall remain H&K's property.

8. **Duration**

- (a) H&K's appointment under this Agreement shall be effective as of October 14, 2002 and will continue until December 2, 2002 at which time a wrap up report will be delivered to Client.
- (b) *Omitted.*
- (c) Upon termination of this Agreement, provided that there is no outstanding indebtedness then owing by Client to H&K, H&K shall transfer, assign and make available to Client all property and materials in its possession or control belonging to Client. Client will assume H&K's liability under and indemnify H&K with respect to all outstanding contracts and authorized commitments made on Client's behalf.

9. **Non-Solicitation of Employees**

Both parties agree that they will not, during the term of this Agreement, and for a period of one year thereafter, employ or retain any person (other than a respondent to a general solicitation or employment search assignment) who is then, or at any time during the preceding six months, was an employee of, or consultant to, the other, or persuade, or attempt to persuade any employee of, or consultant to, the other, to terminate his/her employment or consultancy with such other party.

10. **Governing Law**

This Agreement will be governed and construed in accordance with the laws of the State of New York for contracts made and to be performed entirely in New York.

11. **Arbitration**

Any dispute arising out of this Agreement or the matters contemplated herein will be determined by arbitration in the Hill and Knowlton New York office before a single arbitrator in accordance with the rules then obtaining of the American Arbitration Association. The arbitration award shall be final and binding upon the parties, and judgement may be entered therein in any court of competent jurisdiction.

obtaining of the American Arbitration Association. The arbitration award shall be final and binding upon the parties, and judgement may be entered therein in any court of competent jurisdiction.

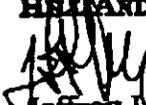
12. **Miscellaneous**

This Agreement constitutes the entire understanding between H&K and Client and supersedes any and all prior Agreements, whether oral or written, relating to the subject matter. This Agreement may not be assigned by either party without the express written consent of the other. It may be modified or amended only by a written document signed by each of the parties. The provisions of paragraphs 2(e), 5, 6, 7, 9, 10, and 11 will survive the expiration or earlier termination of this Agreement.

If you are in agreement with the above, would you kindly sign both copies of this letter in the space provided and return one copy to me for our records.

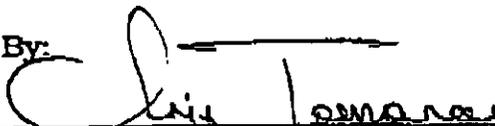
Once again, we thank you for selecting Hill and Knowlton, Inc., and we look forward to working with you and all of your colleagues at Council of Hellenes Abroad.

Sincerely,
HILL AND KNOWLTON, INC.


Jeffrey D. Marcus
Chief Financial Officer and
Senior Managing Director
October 15, 2002

Agreed:
COUNCIL OF HELLENES ABROAD

By:


Name

SAC Vice President
Title

10/21/02
Date

Addendum

OVERVIEW

The following public relations plan is designed to deliver consistent messages and build awareness of SAE throughout the Metropolitan New York area, which includes a radius of 150 miles surrounding New York City.

GOALS & OBJECTIVES

H&K's media relations recommendations have been developed to meet the following goals and objectives:

- Provide strategic media counsel to SAE in preparation for November events
- Identify and secure key coverage for the events in the New York regional press, excluding the Greek media
- Increase awareness of SAE among key audiences using the Hellenic events as an introduction to regional NY media

I. START-UP ACTIVITIES

During the three weeks of this program, a number of activities will be necessary to lay the groundwork for ongoing program execution. These activities will need to be completed by October 28.

Media Targeting

H&K will create a comprehensive list of contacts at appropriate media outlets, including top-tier national and regional daily newspapers within a 150-mile radius of New York City, broadcast and radio, around-town and events outlets, and online media. Our lists will include the relevant community events, city editors, cultural, arts, entertainment and food journalists. As noted in the meeting, we have intentionally omitted the Greek media outlets from this listing. Please note H&K would be available to advise on the Greek portion of the lists and any document preparations should you require assistance or counsel. In addition to our in-house talent, we have a fully-staffed office in Athens, Greece.

Following is a **sampling** of target media in each category:

- National Media

The New York Times, New York Daily News, New York Newsday, New York Post, The Sun

- Regional Media -- New Jersey, New York State, Connecticut, Pennsylvania

The Newark Star-Ledger, The Bergen County Record, The Asbury Park Press, Daily Record (NJ), The Stamford (CT) Advocate, The Times Herald-Record (Orange, Rockland, Sullivan Counties NY), The Journal News, Village Voice

- **Broadcast TV and Radio**

New York 1, News 12 Long Island, News 12 New Jersey, Regional News Network, WCBS-AM, WGNV-AM

- **Events / Around Town**

Daily Candy, Time - Out New York, Avenue, CITY Magazine, CitySearch, Gotham, Greenwich Magazine, New Jersey Life, New York Arts & Entertainment News, New York Magazine, New Yorker, WHERE New York

Key Message Development

H&K will work with SAE to identify and refine key messages for use in media interviews, collateral materials, such as fact sheets, bios and backgrounders, as well as other relevant external communications tools.

Program Support and Brainstorming Sessions

H&K will work with SAE to provide any program support, strategic or creative counsel necessary to ensure a successful media relations program. As discussed, we would be prepared to conduct a brainstorming session for the naming of the overall program as soon as retained.

Media/Presentation Training

H&K's media training specialists will work with SAE spokespersons to prepare them for print and broadcast interviews, as well as external presentations and media meetings. The training session will be tailored to the specific needs of the individuals and will provide an opportunity to refine key messages, enhance presentation skills and practice message delivery in simulated media interviews.

Media Kit and Background Material Development

H&K will work with SAE to prepare and assemble information materials for the news media and other external audiences. These materials likely will include fact sheets, background pieces, biographies, photos and any existing brochures or other relevant information on SAE to provide to the media.

II. PROGRAM EXECUTION

Once activities are underway, H&K will start media relations outreach on November 1, which includes the following tactics:

Media Outreach

This will involve a proactive outreach to target media with news about SAE's Hellenic Month events using the media targeting lists described above.

Onsite Support

H&K is prepared to assist SAE in the coordination of onsite media or events support should the coordinating teams require assistance.

News Releases and Announcements

H&K will assist in the development and distribution of materials to announce Hellenic Month items to the media through news releases, media advisories and media alerts. Follow-up contact will be made to reporters, as appropriate.

Media Tracking

H&K will monitor and track media coverage of the events and forward the clippings electronically to the Committee. Media tracking will end on November 29.

PROPOSED BUDGET

H&K estimates a total project budget of \$30,000 plus 10% (maximum) in out-of-pocket expenses. H&K will provide a wrap-up report on December 2 that highlights all activities accomplished.

2003 JUL -9 AM 11: 25
CRM/ISS/REGISTRATION UNIT