

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 Sawyer/Miller Group 60 West 55th St., New York, NY 10019	2. Registration No. 3777
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3. Name of foreign principal Market Opinion Research, Agt. of The Government of Canada	4. Principal address of foreign principal 1746 Massachusetts Ave. Washington, DC 20036
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5. Indicate whether your foreign principal is one of the following type:

- 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 his nationality _____

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

- a) Branch or agency represented by the registrant.
The Embassy of Canada
- b) Name and title of official with whom registrant deals.
Bruce Philips, Minister of Public Affairs is the contact person
that Market Opinion Research, Inc. (MOR) deals with. Registrant supplies
~~services in connection with MOR's contact with the Govt. of Canada.~~

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

(#03CR08009-6-5B009)

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

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

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REGISTRATION DIVISION

b) Is this foreign principal

- 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 whole 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

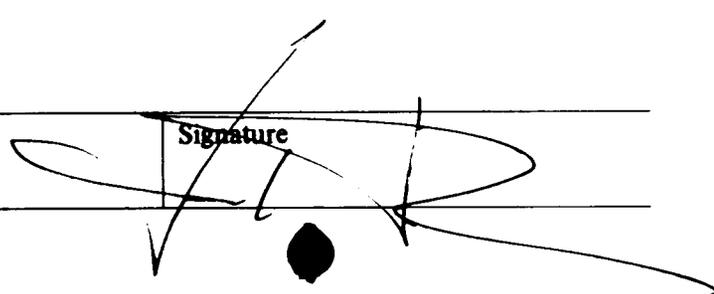
9. Explain fully all items answered "Yes" in Item 8(b). *(If additional space is needed, a full insert page may be used.)*

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.

Date of Exhibit A
6-12-86

Name and Title
David H. Sawyer
Chairman

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. This form shall be filed in duplicate for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Name of Registrant

Sawyer/Miller Group

Name of Foreign Principal

Market Opinion Research, Agt. of
The Government of Canada

Check Appropriate Boxes:

1. The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach two copies of the contract to this exhibit.
2. There is no formal written contract between the registrant and foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach two copies of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.

3. The agreement or understanding between the registrant and 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 the expenses, if any, to be received.

Registrant has no formal contract with the Government of Canada. It supplies services in connection with the contract of Market Opinion Research, Inc. (MOR) which is developing a communications program for the Government of Canada (copy of MOR contract is attached). At this point, registrant has an oral agreement with MOR to help develop the communications plan in the hope that the Government of Canada will accept the plan and ask that it be implemented.

4. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Market Opinion Research Inc. described the nature and method of performance of its agreement in the following way: "...to develop a broad based action plan for implementation of a communications strategy in the United States. The purpose of the plan will be to outline the messages, audiences and media that would offer Canada the most cost effective means for communications with Americans concerning the significance of the American-Canadian economic and cultural relationship. The communications strategy, which may include the use of mass media, direct communications and public relations, would be intended to advance Canada's interests and views concerning general relations and specific policy matters of concern to both governments."

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INTERNAL SECURITY
SECTION
REGISTRATION UNIT

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

At this point, registrant is only in the process of developing a communications plan. If the plan is adopted, registrant expects to be involved in advising the Government of Canada on its mass media and public relations activities in the United States.

6. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act?¹
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.

In providing services registrant expects to direct and advise the Government of Canada on strategy and implementation of mass media and public relations activities in the United States.

Date of Exhibit B	Name and Title	Signature
June 12, 1986	David H. Sawyer Chairman	

¹Political activity as defined in Section 1(o) of the Act means the dissemination of political propaganda and any other activity which the person engaging therein believes will, or which he intends to, prevail upon, indoctrinate, convert, induce, persuade, or in any other way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

11 Laurier St., 11, rue Laurier
Hull, Quebec Hull (Québec)
K1A 0S5 K1A 0S5
04T443
Market Opinion Research
1155-15th Street N.W., Suite 810
Washington, D.C. 20005
U.S.A.

DATE OF CONTRACT / DATE DU CONTRAT ▶ APRIL 18/86

DSS file number / Dossier MAS numéro ▶ 03CR. 08009-6-5B009

Customer reference / Référence du client ▶ EXTERNAL AFFAIRS (08)

All invoices, shipping bills and packing slips MUST show the following numbers.
Les factures, connaissements et bordereaux d'emballage DOIVENT indiquer les numéros suivants.

RN. 08009-6-5B009

Serial No. / N° de série FC: 014-240-240-324-1816
08009-6-5B009/01-ACR

YOUR TENDER IS ACCEPTED / NOUS ACCEPTONS VOTRE SOUMISSION

YOU ARE REQUESTED / NOUS VOUS DEMANDONS

To sell and/or supply to Her Majesty the Queen in right of Canada, upon the terms and conditions set out herein and on reverse hereof, the supplies and/or services listed herein and on any attached sheets at the price or prices set out therefor.

De vendre et/ou de fournir à Sa Majesté la Reine du chef du Canada, aux conditions énoncées dans les présentes et au verso les articles et/ou les services énumérés dans les présentes de même que sur toute feuille ci-annexée au(x) prix indiqué(s).

Authority - Autorisation		Estimated expenditure - Montant prévu		Code	For the department - Pour le ministère	
Departmental		\$300,000.00 (Cdn)				
PAGE 1 of 5	Federal sales tax - Taxe fédérale de vente included	Cash discount term - Escompte sur le net	NET			
G-SIN - N.I.B.S. SQ615	VSP-PAF 238	08009	TD-GD 08	SM-MSP 08	CI-II 08	CC-CE 08
Item Article	DESCRIPTION	quantity quantité	U of I U de D	Unit Price Prix unitaire	EEEE	

PLEASE SIGN AND RETURN THIS COPY IMMEDIATELY TO
VEUILLEZ SIGNER ET RENVOYER CET EXEMPLAIRE IMMEDIATEMENT AU

1. REQUIREMENTS:

To prepare a comprehensive study of the Government of Canada's communications needs and an action plan of Department of External Affairs Program in the United States.

2. SCOPE OF WORK:

See Appendix "A" attached.

3. PERIOD OF CONTRACT:

From date of award to 30 June 1986.

4. CONTRACT DOCUMENTS:

The following documents form an integral part of this contract:

- Department of Supply and Services General Conditions 9076
- Your proposal dated July 15, 1985.

5. INSPECTION:

The services to be provided will be to the satisfaction of the Project Authority. The Project Authority Shall monitor the progress of the work. When deemed necessary, meetings to evaluate progress may be called by either party at any time.

C. Floyd (819) 994-0235 Ext. 27

BBC: 03 CAU: 03 DD: 30/06/86

ACCEPTED (Please sign this sheet only and return it with all attached sheets to the Department of Supply and Services)		ACCEPTÉ (Veuillez signer cette feuille seulement et la renvoyer avec toutes les feuilles annexées au ministère des Approvisionnement et Services.	
Firm name - Nom de l'entreprise Canada MARKET OPINION RESEARCH	Signature of company official - Signature du fondé de pouvoir <i>Jack Vandenberg</i>	Date 080-MAS 1000-1 (7/8)	5/12/86

ITEM ARTICLE	DESCRIPTION	QUANTITY QUANTITE	U OF I U DE D	UNIT PRICE PRIX UNITAIRE	TOTAL
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6. PROJECT AUTHORITY:

Mr. Donald W. Campbell (or the authorized representative)
 Assistant Deputy Minister
 United States Branch (4GB)
 Department of External Affairs
 125 Sussex Drive
 Ottawa, Ontario K1A 0G2
 Tel.: (613) 990-2943

The Project Authority is responsible for all matters concerning the technical content of the work under this requirement. Any proposed changes to the scope of the work are to be discussed with the Project Authority, but any resulting changes can only be authorized by an amendment issued by the Contracting Authority. In addition only work called-up by the contract will be performed against this contract.

7. CONTRACT AUTHORITY:

Carmella Floyd (or the authorized representative)
 Contract Management Officer
 Communications Services Procurement Branch
 Communications Directorate
 Supply and Services Canada
 1C2, Place du Portage, Phase III
 11 Laurier Street
 Hull, Quebec K1A 0S5
 Tel: (819) 994-0235

The Contracting Authority is responsible for the management of the contractual aspect of the contract. Any changes to the requirement must be authorized, in writing, by the Contracting Authority. No work is to be performed in excess of or outside the scope of this requirement based on instructions from any government personnel other than the Contracting Authority.

8. BASIS OF PAYMENT:

Firm Lot Price \$300,000.00 (Cdn) FOB destination.

9. TAXES:

The Federal and Provincial Sales Tax are not applicable.

10. METHOD OF PAYMENT:

10.1 Payment by Her Majesty for each delivery shall be made within:

- a) thirty (30) days following the date on which completed units have been delivered and all other work required to be performed by the Contractor with respect to these units under the terms of the contract has been complete;
- b) thirty (30) days following the date on which an invoice and substantiating documentation are received according to the terms of the contract

whichever is later,

10.2 If Her Majesty has any objection to the form of the invoice or the substantiating documentation, within fifteen (15) days of its receipt, She shall notify the Contractor of the nature of the objection.

ITEM AR- TICLE	DESCRIPTION	QUANTITY QUANTITE	U OF I U DE D	UNIT PRICE PRIX UNITAIRE	TOTAL
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11. INTEREST ON OVERDUE ACCOUNTS:

Notwithstanding section 2 on the reverse side of page 1 of this document, the following provisions shall apply:

- (a) (i) In this Article an amount is "due and payable" when it is due and payable by Her Majesty to the Contractor according to the terms of the Contract.
- (ii) For the purposes of this Article an amount is overdue when it is unpaid on the first day following the day upon which it is due and payable.
- (iii) In this Article "date of payment" means the day prior to the date of the negotiable instrument drawn by the Receiver General for Canada and given for payment of an amount due and payable.
- (iv) In this Article "Bank Rate" means the discount rate of interest set by the Bank of Canada.
- (b) (i) Subject to the provisions of paragraph (c) hereof Her Majesty shall be liable to pay to the Contractor interest at the Bank Rate plus 1 1/4 per centum on any amount which is overdue from the date such amount was overdue until the date of payment.
- (ii) The Bank Rate shall be that prevailing at the opening of business on the date upon which the amount became overdue.
- (c) Her Majesty shall pay interest only if the Contractor, within 90 days of the date of payment, claims payment for any interest owing to it by:
- (i) sending an invoice therefor in the manner set out in the Contract relating to invoices; or
- (ii) making a written request therefor to the invoicing address specified in the contract.
- (d) Her Majesty shall not be liable to pay to the Contractor any interest on unpaid interest.

12. LIMITATION OF EXPENDITURE:

Her Majesty's liability to you under this contract shall not exceed \$300,000.00 (Cdn) unless otherwise authorized in writing by the Minister. You shall not be obliged to perform any work or services or supply any articles which would cause the total liability of Her Majesty to exceed the said sum, unless an increase is so authorized. If at any time you consider that the said sum may be exceeded, you shall promptly notify this Department so that the Minister may, in his discretion, authorize an increase.

13. OWNERSHIP OF PRODUCT:

All products resulting from the work and all materials supplied to the Contractor shall be the property of Department of External Affairs. The Contractor shall ensure that any articles on its premises shall be stored under suitable atmospheric conditions until shipped, properly identified and packaged.

ITEM ARTICLE	DESCRIPTION	QUANTITY QUANTITÉ	U OF 1 U DE 1	UNIT PRICE PRIX UNITAIRE	TOTAL
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14. COPYRIGHTS

Her Majesty in Right of Canada shall have the sole ownership of the copyrights to all materials produced.

Reproduction of any documents or other data for use by anyone is forbidden, without the express permission, in writing by the Crown.

15. CONTRACTOR'S PERSONNEL:

Personnel assigned to this project must be in accordance with those specified in the Contractor's proposal. In the event that it becomes necessary to activate back-up or replacement personnel, prior authorization, confirmed in writing, must be obtained from the Project Authority.

16. DISCLOSURE OF INFORMATION:

It is understood and agreed that the Contractor shall, during and after the effective period of the contract, treat as confidential and not divulge, unless authorized in writing by the Project Authority, any information obtained in the course of the performance of the contract.

17. GENERAL CONDITIONS:

In lieu of the General Conditions mentioned on the reverse side of page 1, DSS General Conditions 9076, a copy of which the Contractor hereby acknowledges to have received and read, shall form part of and be incorporated into this Contract as if set out in full herein, and the rights and obligations of the Parties shall be interpreted in accordance with and governed by the said General Conditions.

18. INVOICES:

Invoices will be submitted monthly for work completed to the Project Authority for approval and acceptance.

Invoices are to be made out to the
Department of External Affairs
United States Branch (UGB),
125 Sussex Drive
Ottawa, Ontario K1A 0G2

The original and three copies are to be sent to:

Mr. Robert Archambault
Area Management Office (UAMP)
Department of External Affairs
United States Branch (UGB),
125 Sussex Drive
Ottawa, Ontario K1A 0G2

For reference purposes invoice documents should quote:

Contract File Number - 03CR. 08009-6-5B009
Serial Number - 08009-6-5B009/01-ACR
Financial Code - 014-240-240-324-1816

19. LAW:

This contract shall be governed, interpreted and construed according to the laws in force in the Province of Ontario.

APPENDIX "A"

SCOPE OF WORK

The study will examine, analyze, provide information on and make recommendations on the following:

I. GENERAL:

- 1) Scope and shape of media and public relations activities by the Government of Canada in the U.S. and appropriate mix of new and existing public affairs activities to achieve both short and long term objectives in the U.S.;
- 2) Detailed action plan, including budgetary and personnel requirements, for the conduct of Canada's public affairs and relations activities in the U.S. for an initial three year period.

II. SPECIFIC:

- 1) Mass Media - paid advertising strategy
 - free media strategy
 - themes and messages
- 2) Public Relations - spokesmen training
 - press liaison
 - promotional tools
 - posts and special publications
 - showcasing of creative excellence
 - economic periodical
 - regional public affairs promotion funds
 - Canada-U.S. Business Institute
- 3) Direct Contact - opinion leader groupings
 - data bases
 - direct mailing
 - promotion of Canadian studies
 - visits and speakers
 - seminars and conferences
- 4) Management of Programs - HQ responsibilities (U.S. Branch)
 - role of Embassy and posts
 - budgetary and personnel requirements
 - evaluation and program monitoring system

Method: The study project managers will include the following methodology in preparation of the study:

- 1) Establishment of the project study leader and group;
- 2) Consultations with appropriate officers of the Canadian Embassy in Washington, other Consulates General in the U.S., and of the Department of External Affairs in Ottawa and other departments as required;
- 3) Development of strategy and structure for action plan to include the following elements:
 - a) mass media
 - b) public relations
 - c) direct contact
 - d) management of programs
- 4) Any other means and methods necessary to produce a comprehensive study and action plan for the Government of Canada Public Affairs activities in the United States over a three year period.

Final Report: The results of the study will be submitted to the United States Branch of the Department of External Affairs in Ottawa in form of a final report and an action plan.