

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, dissemination report, copy of political propaganda 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 is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of such documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. Finally, the Attorney General transmits an annual report to the Congress on the Administration of the Act which lists the names of all agents and the nature, sources and content of the political propaganda disseminated or distributed by them. This report is available to the public.

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, D.C. 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, D.C. 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 Barbara Burns & Associates, Inc. DBA Consultants in Public Relations SA, 425 Madison Ave., New York, N.Y. 10017	2. Registration No. 4600
3. Name of foreign principal Port Autonome du Havre	4. Principal address of foreign principal Terre Plein de la Barre B.P. 1713 76067 Le Havre, France

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
  - Individual—State his nationality \_\_\_\_\_
  - Committee
  - Voluntary group
  - Other (specify) Autonomous Organization

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:

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

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8. If the foreign principal is not a foreign government or a foreign political party,

a) State the nature of the business or activity of this foreign principal

Port authority for the Port of Le Havre

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.)

Port Autonome du Havre is an autonomous organization which operates the Port of Le Havre and is partially supported by the French 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 controls it.

Date of Exhibit A

12/2/91

Name and Title

Barbara M. Burns, President

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 triplicate for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

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

Name of Registrant	Name of Foreign Principal
Barbara Burns & Associates DBA Consultants in Public Relations SA	Port Autonome du Havre

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 three 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 three 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 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 the expenses, if any, to be received.

In addition to general contract 1. above, special projects are undertaken from time to time. These involve visits of Port officials to cities in the United States to meet the business communities there.

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CRIMINAL DIVISION

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

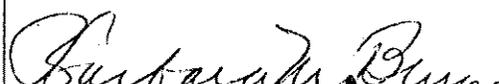
Budgets for fees and expenses are agreed in advance for each visit or "mission" to the United States. Consultants in Public Relations SA makes all the arrangements for these visits including luncheon presentations for business community.

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

Consulting services for Port Autonome du Havre officials, especially the delegate for North America who is resident in France, including providing office services. All arrangements for "missions" or visits to the United States of Port officials, including business luncheons and interviews with media.

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

Date of Exhibit B	Name and Title	Signature
December 2, 1991	Barbara M. Burns President	

<sup>1</sup>Political 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.

~~DRAFT~~ CONTRACT LETTER

As of February 1, 1991

Mr. Charles Knellwolf  
Commercial Director  
Port Autonome du Havre  
Terre-Plein de la Barre  
P.O.B.P. 1413  
76067 Le Havre  
France

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COMMERCIAL DIRECTOR  
PORT AUTONOME DU HAVRE

Dear Mr. Knellwolf:

This letter agreement ("Agreement") will confirm our mutual understanding concerning the cooperation of Consultants in Public Relations SA ("CPR SA") with the Port of le Havre Authority ("the Port") for the purpose of doing business for the Port in the United States.

1. Cooperation.

1.1 Use of Facilities and Basic Services. During the term hereof, CPR SA will provide facilities and basic office services for the Port as described herein.

1.1.1 Office. CPR SA will provide a small room within its general offices at 425 Madison Avenue (Suite 500) to serve as a base of operation for Robert Lagnel, the Delegate for North America of the Port, when he is in New York.

1.1.2. Storage. A storage cabinet within the room will be constructed by CPR SA and made available by CPR SA to the Port for storage of Port materials.

1.1.3. General Office Space. CPR SA will share the reception area in offices at 425 Madison Avenue (Suite 500) with the Port, providing access to equipment, including telefax and copier. A small conference space is also available for use by the Port when scheduled in advance.

1.1.4. Telephone. CPR SA will make arrangements for installation of a separate line for telephone service, for listing of the Port in the New York City telephone directory, and for answering telephone calls either by office staff or by telephone answering equipment.

1.1.5 Directory Listings. In addition to the listing in the New York telephone directory, the name of the Port will be listed on the building directory of 425 Madison Avenue and on the door of Suite 500.

1.1.6 Mail. CPR SA will receive mail for the Port and will relay messages and correspondence to the office of the Delegate for North America.

1.2 Outside Services, Professional Assistance and Secretarial Services. In addition to the basic services described above, CPR SA will provide access to secretarial assistance, outside services and professional assistance to carry out the Port business in the United States.

1.2.1 Access to Office Services. CPR SA will make arrangements to supply office services for the Port as necessary, including but not limited to typing and translation; mailings; list development; design and printing; photography.

1.2.2 Access to Professional Assistance. CPR SA will provide access to professional assistance for the Port as necessary, including but not limited to research, writing, planning and arranging special events, visits of Port executives, media relations, data base management and mailings. Secretarial services will be made available as necessary.

1.3 Exclusivity. During the term of this Agreement, the Port (with respect to the United States) shall cooperate exclusively with CPR SA for public relations services. CPR SA will not represent any other European port that competes with the Port.

2. Term. The Agreement shall commence as of the date hereof and continue until terminated by either party upon six months' prior written notice.

3. Compensation.

3.1. Use of Facilities and Basic Services. For use of facilities and services in paragraph 1.1, the Port will pay to CPR SA \$20,000 per year on a quarterly basis commencing at the date of this letter. Payments of \$5,000 each will be due on February 1, May 1, August 1 and November 1 during the term of the Agreement.

3.1.1. Telephone and Miscellaneous Out-of-Pocket Expenses. In addition to the yearly fee of \$20,000 above ("Fee"), installation of telephone lines and telephones and monthly charges for telephone, telefax and other communication services will be charged to the Port by CPR SA on a monthly basis. Likewise, miscellaneous out-of-pocket expenses incurred on Port business including but not limited to postage, special mail service, local transportation, press expense will be charged to the Port. These expenses will be billed as incurred.

3.1.2 Outside Services. In addition to the Fee, all outside services described in paragraph 1.2.1 will be charged to the Port by CPR SA with a mark-up of 20% for management and administration according to industry practice. Use of outside services will be approved by the Port in advance.

3.1.3 Professional Services. Charges for professional and secretarial services described in paragraph 1.2.2 are also additional to the Fee. They will be agreed upon in advance between the Port and CPR SA and charged at hourly rates in accordance with industry practice.

4. Business Operations.

4.1 Use of Name. Each party to the Agreement may publicly mention that it cooperates with the other. CPR SA permits of the use of its name on Port stationery, with the line "%Consultants in Public Relations SA" following the Port's name. Following the termination of this Agreement, CPR SA shall have the right to its name as its exclusive property.

4.2 Confidentially. CPR SA acknowledges that from time to time they will have knowledge of business matters and affairs of the Port. CPR SA acknowledges that such information is a valuable trade secret and the sole property of the Port. CPR SA will not, during the term of this Agreement or at any time thereafter, reveal, divulge or otherwise make known such information. Similarly, the Port will not divulge confidential information about CPR SA.

4.3 Waiver. No provision of the Agreement shall be waived, altered or amended except in writing signed by the party against whom such waiver, alteration or amendment is asserted.

4.4 Arbitration. Any disputes arising regarding the validity, interpretation or application of the Agreement or other disputes arising from legal relationships resulting from the Agreement, shall not be referred to a court of law but shall be settled by arbitration in accordance with the then current rules of the Arbitration Association of the United States.

4.5 Governing Law. The Agreement shall be governed, interpreted and construed by, under and pursuant to the laws of the United States.

I am pleased and happy to be associated with the Port of Le Havre Authority and I look forward to a mutually productive and beneficial relationship.

The signing and returning of one copy of this letter will serve as acceptance of the terms of the Agreement.

Yours very truly,

CONSULTANTS IN PUBLIC RELATIONS SA

By *Barbara Burns*

ACCEPTED:

PORT OF LE HAVRE AUTHORITY

By *Knell*

*KNELLWOLF Charles*  
*Commercial Director*