

**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.

**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 .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, Inc.	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.

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

Representation of the Port in the United States and Canada, including providing office services. Investment promotion activities for the port's Industrial Zone.

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

Individual contact with customers of the port, travel in the United States to meet customers, dissemination of information to customers and at times the media. Distribution of technical brochure for Industrial Zone for investment program. Consulting services for management.

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
August 8, 1994	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.

This letter agreement (the "Agreement") will confirm our mutual understanding concerning the cooperation of Barbara Burns & Associates doing business as Consultants in Public Relations SA ("CPR SA") with the Port of Le Havre Authority ("the Port") for the purpose of representing the Port in North America.

## **I. REPRESENTATION.**

- A.** CPR SA and Barbara M. Burns, Managing Director, New York, will act as the sole agent for the Port of Le Havre in North America, including the United States and Canada. As appropriate, CPR SA will assist the Port in Mexico until a separate agent is retained by the Port.
- B.** CPR SA will regularly visit the shipping lines, their agents and selected important shippers to provide them with relevant information about the Port and its activities.
- C.** Ms. Burns will take approximately four trips during a year period to meet personally with shipping industry people in other regions of North America. In addition, together with officials from Le Havre, she will represent the Port at important exhibitions in North America, such as the Intermodal Exhibition in Atlanta.
- D.** A campaign to secure editorial coverage about the Port in publications read by shipping industry and export/import executives will be conducted by CPR SA.
- E.** Advertising in these publications and a program of direct mail will be reviewed by CPR SA and a schedule recommended for Port consideration.
- F.** Regular monthly reports to the Port and daily contacts as necessary will be maintained by CPR SA. Copies of all written materials will be sent to "Service DM" which coordinates the activities of CPR SA under the Agreement.
- G.** Ms. Burns will take two trips per year to the Port to meet with the General Manager, the Commercial Manager, the coordinator and other officials of the Port.

## **II FACILITIES AND BASIC SERVICES**

- A.** CPR SA will provide the office of the Port of Le Havre Authority in North America, including the Port's name on the door, listings in appropriate directories, telephone, fax and copier services as described in the agreement letter dated February 1, 1991.
- B.** In addition, under the Agreement secretarial services will be provided as necessary.
- C.** Computerized mailing lists for the Port will be maintained by CPR SA.

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- D. The Agreement will supersede the agreement dated February 1, 1991 regarding use of facilities and basic services.

### III MISSIONS AND OTHER SPECIAL EVENTS

- A. CPR SA will provide professional assistance for official visits of Port executives to North America, including but not limited to research, writing, planning and arranging special events, media relations and data base management.
- B. In normal circumstances, at least one mission will be planned per calendar year.
- C. Other special promotion programs could be planned. They would be the subject of specific addendum.

### IV COMPENSATION FOR REPRESENTATION CONTRACT

- A. For professional fees for **Representation** (I above), the Port will pay to CPR SA \$65000 for one year to be billed by CPR SA on a quarterly basis. The rate includes fees for Ms. burns and other professional staff for contacts and public relations work described in I above.
- B. For **Facilities and Basic Services** (II above) including secretarial assistance, the Port will pay to CPR SA \$45,000 to be billed by CPR SA for one year on a quarterly basis
- C. **Missions and Special Events** (III above) would require additional professional fees between \$7,000 and \$15,000 per event, depending on the activities required, plus out-of-pocket expenses for banquet facilities, printing, mailings, etc. Separate budgets for mission will be submitted to the Port for advance approval.
- D. **Miscellaneous out-of-pocket expenses** incurred on Port business will be charged to the Port on a monthly basis. These include but are not limited to stationery, office supplies, telephone, fax, postage, special mail service, local transportation, travel, press expense. Out-of-pocket expenses are estimated at \$17,000 for one year.
- E. **Outside services**, including but not limited to design and printing, photography, direct mail, list development, mailings will be charged to the Port by CPR SA with a mark-up of 20 % for management and administration. Use of outside services will be approved by the Port in advance.

### V EXCLUSIVITY

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

## VI TERM

The agreement shall commence the first of April 1994 and be renewed automatically until terminated by either party upon three months' prior notice.

## VII BUSINESS OPERATIONS

- A. 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.
- B. 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 party then current rules of the Arbitration Association of the United States.

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

CONSULTANTS IN PUBLIC RELATIONS SA

By 

Accepted by  
PORT OF LE HAVRE AUTHORITY

By \_\_\_\_\_

  
A. GRAILLOT

## SPECIFIC ADDENDUM FOR THE YEAR 1994

### **SPECIAL INVESTMENT PROMOTION PROGRAM FOR THE PORT INDUSTRIAL ZONE (ZIP)**

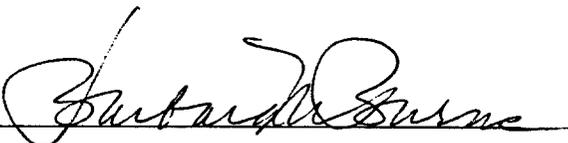
- A.** The promotional campaign is intended to create an on-going flow of prospects for ZIP and to provide follow-up in North America to develop prospects into visits to Le Havre. This outline reflects a reduced scale of activity (1/2 of the original proposal) for nine months.
- B.** CPR SA will maintain a ZIP data base of prospects and will submit quarterly reports to ZIP on the progress of the program.
- C.** Prospects will be developed on a continuous basis through analysis of targeted industries and direct mail. On a reduced scale of activity, analysis of targeted industries will produce lists of prospects in 2 or 3 segments of approximately 60 companies each and direct mail will be sent every other month to approximately 2,000 corporate executives.
- D.** CPR SA will provide prompt follow-up for all prospects and general information and promotion to targeted audiences, including telephone contact, correspondence and preliminary visits to prospects in North America, as necessary.
- E.** In conjunction with trips planned for Port representation, Ms. Burns will meet with investment prospects in one or two regions of the U.S. during the nine month period.
- F.** CPR SA will organize one visit to North America for ZIP officials, preferably not in conjunction with a mission of the Commercial Department.
- G.** CPR SA will promote the image of ZIP in North America, especially within targeted industries, by launching a press relations programs for publications that service targeted industries, and advising ZIP on printed and video materials for use in North America.

### **COMPENSATION**

- A'** For professional fees for the Special Investment Promotion Program for the Port Industrial Zone (ZIP) (IV above) the port will pay to CPR SA \$27,000 for nine months to be billed on a quarterly basis by CPR SA. In addition, the Port will pay \$19,000 for fixed fees for outside services for development of prospects and case studies. CPR SA will be responsible for payment to subcontractors.
- B'** Miscellaneous out-of-pocket expenses for the special Investment Promotion program are estimated at \$ 4750.

Accepted by  
CONSULTANTS IN PUBLIC  
RELATIONS SA

By



Accepted by  
PORT OF LE HAVRE AUTHORITY

By

  
A. GRAILLOT