

**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 Pepper, Hamilton & Scheetz LLP	2. Registration No. 04968
3. Name of Foreign Principal Le Gouvernement du Québec	

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DEPT. OF JUSTICE  
CRIMINAL DIVISION  
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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.  
Please see attached agreement.

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

Please see attached agreement.

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.

Date of Exhibit B	Name and Title	Signature
12/1/97	Eliot J. Feldman, Partner	

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.

**CONTRACT****BETWEEN:**

**LAPOINTE ROSENSTEIN**, a general partnership doing business at 1250 René-Lévesque Blvd. West, Suite 1400, Montreal, Quebec, H9B 5E9, represented by Mr. Denis Boudreault and Mr. Louis Taschereau, duly authorized for the present purposes as they so declare,

(hereafter "LAPOINTE")

**AND:**

**PEPPER HAMILTON & SCHEETZ LLP** doing business at 1300 Nineteenth Street, N.W., Washington, D.C. 20036-1685, U.S.A., represented by Mr. Elliot J. Feldman, duly authorized for the present purposes as he so declares,

(hereafter "PHS")

**THE PARTIES HEREBY AGREE AS FOLLOWS:****1. OBJECT OF THE CONTRACT**

1.1 LAPOINTE has been retained by the Minister of Industry, Commerce, Science and Technology (the "Minister") acting for and on behalf of the *Gouvernement du Québec* (the "Government") to represent the Government in respect of certain aspects of its international commercial affairs.

1.2 PHS desires to continue making its services and expertise available to the Government and to LAPOINTE.

1.3 LAPOINTE wishes to retain the services of PHS to assist it in representing the Government and performing the duties described in Schedule I hereof.

**2. DURATION OF THE CONTRACT**

2.1 Notwithstanding its actual date of execution, the present contract shall be deemed to have come into force on April 1, 1997 and to terminate on March 31, 1998.



**3. OBLIGATIONS OF PHS**

3.1 PHS shall act only pursuant to specific written mandates which are granted by LAPOINTE and accepted by PHS. PHS hereby agrees to act solely within the scope of such mandates and to perform services hereunder in a manner commensurate with high standards of quality and efficiency.

3.2 Services not within the scope of written mandates conferred upon PHS by LAPOINTE but which PHS considers appropriate to provide, either in connection with an existing mandate or as part of a new mandate, shall first be proposed in writing to LAPOINTE for approval by LAPOINTE and the Government before actually being performed.

3.3 LAPOINTE may, at any time, suspend execution of one or more specific mandates previously conferred upon PHS or terminate such mandate(s) as at the date specified in a written notice transmitted to PHS to this effect. PHS undertakes to immediately cease all billable activities upon receipt or deemed receipt, as the case may be, of said notice.

3.4 PHS shall, upon written request from LAPOINTE, prepare work projections including budget forecasts, as well as periodic reports of its activities in accordance with all instructions and directions provided by LAPOINTE in the execution of each aspect of a mandate.

3.5 Any brief, submission or other written material prepared by PHS on behalf of the Government or LAPOINTE shall not be filed, disclosed to a third party or otherwise publicized without the prior approval of LAPOINTE and the Government.

3.6 PHS shall inform LAPOINTE of all material developments in respect of any mandate pursuant to which PHS is acting hereunder and consult with LAPOINTE regarding actions to be taken and recommendations to be made to the Government with a view to serving the best interests of the Government in respect of any such matter and shall, in general, fully cooperate with LAPOINTE and the Government in providing its services hereunder.

**4. OBLIGATIONS OF LAPOINTE**

4.1 LAPOINTE undertakes to:

4.1.1 pay PHS, for the services it provides in conformity with the provisions herein and the terms of the mandates given pursuant to these presents by those PHS attorneys and according to such fee schedule as may be agreed to with LAPOINTE;

4.1.2 reimburse PHS for all reasonable, justifiable travel, lodging, meals and related expenses incurred by it in the execution of a mandate, on the condition that these expenses are in conformity with any applicable rules



or policies of the Government as they may exist and be amended from time to time;

4.1.3 reimburse PHS for telecommunication (telephone, telecopier and telex), computer research, courier service, photocopy, printing of documents and other out-of-pocket expenses incurred in order to perform the required services under the present contract and any mandate conferred upon PHS pursuant to the present contract;

4.1.4 reimburse PHS for reasonable fees and out-of-pocket expenses for consultants and outside experts hired by PHS, on the condition that PHS has obtained the prior written approval of LAPOINTE as to such hiring and the identity of such consultant or expert.

4.2 The fees and other expenses mentioned in paragraph 4.1 herein shall be evidenced by detailed billings, covering the previous calendar month accompanied by supporting documents satisfactory to Lapointe and the Government, such details to include for each attorney providing services, the name of such attorney, time charges, hourly rate, date and nature of services performed and the representatives of LAPOINTE or the Government who requested them.

4.3 Where PHS intends to use the services of PHS attorneys, other than those agreed to with LAPOINTE as provided in paragraph 4.1.1 hereof, PHS shall first request and obtain the approval of LAPOINTE of the hourly rates to be charged by these attorneys.

4.4 All fees and expenses referred to in paragraphs 4.1 and 4.3 hereof shall be paid to PHS by LAPOINTE only following receipt of full payment by LAPOINTE from the Minister of said fees and expenses in respect of the corresponding month and in connection with the same files. PHS acknowledges that Lapointe and the Government may perform a quantitative and qualitative review of PHS services and PHS shall provide its full cooperation in that respect.

## 5. OWNERSHIP AND COPYRIGHTS

5.1 The work executed by PHS pursuant to the present contract or any consultant hired by PHS pursuant hereto, including all preparatory or ancillary work such as research reports and others, shall become the sole and exclusive property of the Minister.

5.2 All copyrights relating to any work executed by PHS pursuant to the present contract are hereby assigned to the Minister and, at the request of either the Government or Lapointe, PHS shall execute and deliver all acknowledgments and conveyances required or useful to evidence such assignment.

5.3 Such assignment of copyrights shall be made without limitation as to territory or time and without any other limitations of any nature whatsoever. Any consideration for the



assignment of copyrights made pursuant to the present contract is included in the remuneration provided for in Section 4 herein.

5.4 PHS hereby warrants to LAPOINTE that it has all the necessary power and capacity in order to execute the present contract and to consent to the assignment of copyrights provided for in the present section and hereby agrees to hold both LAPOINTE and the Minister harmless from and against any recourse, claim, demand, action and other procedures taken by any person with respect to the subject of these warranties.

5.5 Confidential information of, or related to, parties other than the Government which is subject to Administrative Protective Order or Judicial Protective Order pursuant to applicable U.S. law and regulations, included in work prepared by PHS, shall be exempt from the application of Section 5 hereof.

## 6. LIABILITY OF LAPOINTE

6.1 PHS is acting hereunder as an independent contractor and LAPOINTE does not assume any liability for the acts or omissions on the part of PHS, its employees, agents, representatives or sub-contractors or any damages suffered by same in the execution of the present contract. PHS is the sole employer of those persons described herein and shall assume all obligations and liability for same.

## 7. OWNERSHIP OF DOCUMENTS

7.1 Upon termination or expiry of the term of the present contract, PHS shall remit to LAPOINTE as agent of the Minister all documents prepared by it, except those already transferred, as well as all documents which LAPOINTE or the Minister may have supplied to PHS relating to the subject matter of the present contract and any copies made thereof, such documents being and remaining the sole and exclusive property of the Minister. The ownership of the Minister extends to all copies of such documents made by PHS.

7.2 Confidential information of, or related to, parties other than the Government, which is subject to Administrative Protective Order or Judicial Protective Order pursuant to applicable U.S. Law and regulations, included in any document referred to in paragraph 7.1 hereinabove shall be exempt from the application of such paragraph 7.1.

## 8. TERMINATION

8.1 Each party reserves the absolute right to terminate the present contract, at any time, without being required to justify its decision.



8.2 To do so, the party intending to terminate the present contract must send a written notice of termination to the other party at least ten (10) business days before the date of termination, and such termination shall take effect automatically on the date specified in such notice or, failing any specification, at 5:00 p.m. (Montreal local time) on the tenth business day following receipt or deemed receipt of said notice. When used herein, business day means any day other than a Saturday, Sunday, or day when banks are not opened for ordinary business in Montreal.

8.3 Notwithstanding the termination of the present contract pursuant to paragraphs 8.1 and 8.2 hereof, but subject to paragraph 4.4, PHS shall be entitled to be paid fees and expenses in accordance with this contract for services rendered up to the date of the termination and to be reimbursed for all reasonable costs directly associated with the cessation of activities of PHS as well as for all reasonable expenses associated with the transfer of files and documents to any party duly designated in writing by LAPOINTE to PHS. Payment of these costs shall be made to PHS by LAPOINTE in accordance with paragraph 4.4 hereof. PHS shall not be entitled to any additional indemnity of any nature whatsoever due to such termination.

## 9. NOTICES

9.1 Any notice required pursuant to the present contract, to be valid and binding upon the parties, shall be given in writing and shall be either delivered by hand or transmitted by telecopier or registered mail, to the address of the party concerned as indicated hereafter:

### LAPOINTE:

Mr. Louis Taschereau  
Lapointe Rosenstein, a general partnership  
1250 René-Lévesque Blvd. West  
Suite 1400  
Montreal, Quebec  
H3B 5E9

### PHS:

Mr. Elliot J. Feldman  
Pepper Hamilton & Scheetz LLP  
1300 Nineteenth Street N.W.  
Washington, D.C.  
20036-1685, U.S.A.



Any notice shall be deemed (in the absence of evidence of prior receipt) to have been received by the intended recipient the same day if delivered by hand, the next business day if sent by fax, and on the fifth business day next following if sent by registered mail.

Any change of address of one of the parties shall be communicated to the other party.

**10. AUDIT**

10.1 Any request for payment hereunder may be subject to an audit by the Controller of Finances who, for this purpose, has all the powers provided for in the *Act Respecting Public Inquiry Commissions* (L.R.Q., c. C-37), which include the ability to familiarize himself with and to undertake an examination of all the books and documents that it deems necessary for such audit. To the extent required for such Act to be legally enforceable against PHS, PHS, by executing this contract, agrees to be subject to the provisions of such Act as if they were made a part of this contract.

**11. CONFLICT OF INTEREST**

11.1 PHS agrees to avoid any situation that may put itself in conflict between its personal interest and the interest of the Minister or LAPOINTE. Where such a situation arises, PHS shall immediately disclose such conflict or potential conflict to LAPOINTE. The parties shall agree upon the manner in which to remedy such situation and, failing such agreement, LAPOINTE may terminate the present contract.

**12. CONFIDENTIALITY**

12.1 PHS undertakes that neither it nor any of its employees, agents, consultants or representatives shall disclose, without the prior authorization of LAPOINTE, any data, figures, analyses or results included in reports made pursuant to the present contract or generally as to any matter of which knowledge was acquired in the execution of the present contract.

**13. ASSIGNMENT OF CONTRACT**

13.1 The rights and obligations contained in the present contract cannot be assigned, sold or conveyed in whole or in part without the prior written authorization of LAPOINTE, which may be arbitrarily withheld.

13.2 Any derogation of the terms of the present Section may cause, at the option of LAPOINTE, the termination of the present contract. Such termination may take effect as of right commencing on the date of the assignment or on such other date as may be specified by LAPOINTE, unless the assignment has been authorized in writing by LAPOINTE.

**14. APPLICABLE LAWS**

14.1 The present contract is governed by the laws in force in the Province of Quebec and, in case of contestation, the courts of Quebec shall have exclusive jurisdiction.

**15. OTHER AGREEMENTS**

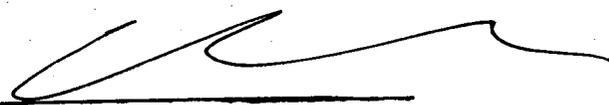
15.1 Any prior agreement or understanding not reproduced in the present contract is deemed to be null and without effect. Any modification herein, to bind the parties, must be signed by both parties.

**WHEREFORE THE PARTIES HAVE SIGNED IN DUPLICATE**

Montreal, October 28, 1997

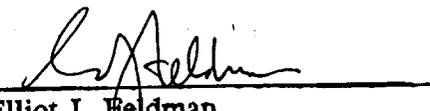
**LAPOINTE ROSENSTEIN, a general partnership**

per:   
Louis Taschereau

per:   
Denis Boudreault

Washington, D.C., October 27, 1997

**PEPPER HAMILTON & SCHEETZ LLP**

per:   
Elliot J. Feldman



**SCHEDULE I**

**SCOPE OF DUTIES**

1. Ensure proper monitoring of complaints and inquiry requests submitted to the American Government, notably to the International Trade Commission, the International Trade Administration and the United States Trade Representative, as well as to monitor the developments in commercial disputes deriving from legislative, executive and judicial activity in the United States, in such way as to inform LAPOINTE of any such developments that may have an impact on the commercial interests of Quebec and, in accordance with any written mandate that may be conferred for this purpose, to make representations on behalf of the Government before these bodies.
2. No file may be opened by PHS pursuant to a complaint, an inquiry request or any legislative, executive or judicial measure by the United States unless a written request is made by LAPOINTE or, in the case of a matter submitted by PHS, after written authorization is given by LAPOINTE.
3. Advise LAPOINTE, upon its specific request and upon reception of a written mandate, with respect to internal Quebec matters (laws, programs, etc.) which may expose Quebec to retaliatory measures in virtue of American commercial legislation.
4. For any written mandate, to act as counsel for the Government, under the direction of Lapointe and/or the Department of Justice of Quebec, before the courts or judicial, quasi-judicial or administrative organizations, notably the International Trade Commission, the International Trade Administration and the United States Trade Representative in connection with any inquiries or actual or potential commercial disputes that affect or may affect Quebec.
5. Advise or intervene with respect to other matters that have or may have an impact on the commercial interests of Quebec upon written mandate conferred by LAPOINTE.

A handwritten signature in black ink, consisting of several stylized, overlapping loops and lines, located in the bottom right corner of the page.

**PHS Attorneys and Fee Schedule**

Reference is made to a service contract dated October 28, 1997 entered into between Lapointe Rosenstein, a general partnership ("Lapointe") and Pepper Hamilton & Scheetz LLP ("PHS") (the "Contract").

The undersigned acknowledge and agree that the attached list identifies the PHS attorneys and the applicable hourly rates agreed to by the parties for the purposes of and, as provided by, paragraph 4.1.1 of the Contract.

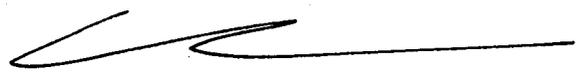
Such list shall be in force until replaced by a new list duly agreed to by both parties.

This agreement shall be governed by the laws in force in the Province of Quebec and, in case of litigation, the Courts of Quebec shall have exclusive jurisdiction.

Montreal, October 28, 1997

Lapointe Rosenstein, a general partnership

per:   
Louis Taschereau

per:   
Denis Boudreault

Washington, D.C., October 27, 1997

Pepper Hamilton & Scheetz LLP

per:   
Elliot J. Feldman



FEE SCHEDULE FOR INTERNATIONAL TRADE PRACTICE  
PEPPER, HAMILTON & SCHEETZ LLP  
1997-1998

Partner

Elliot J. Feldman \$310

Of Counsel

Barbara R. Stafford \$275  
Lizbeth R. Levinson \$265

Associates

John J. Burke \$220  
Gregory C. Dorris \$220  
Charles Carpenter \$180  
June B. Brown \$175  
Nathalie Latulippe \$160  
Eric Leroux \$150

Staff

Bonnie R. Skinner, Esq. \$ 95  
Sophie E. Castro (International Trade Specialist) \$ 95  
Barbara Folensbee-Moore (Law Librarian) \$ 80  
Melanie Oliver (Legislative Specialist) \$ 75

