

**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, DC. 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.

**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 Shearman & Sterling LLP	2. Registration No. 5670
3. Name of Foreign Principal International Counsel Bureau, Kuwaiti Counsel for the families of Kuwaiti Citizens at Guantanamo Bay	

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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.

The Registrant has been retained by the International Counsel Bureau, which serves as Kuwaiti Counsel for the families of Kuwaiti Citizens at Guantanamo Bay, in efforts to obtain due process for the Kuwaiti detainees in U.S. custody at Guantanamo Bay. The Registrant has engaged and will engage in activities, such as litigation-related activities (in connection with the lawsuit in the U.S. District Court for the District of Columbia captioned Fawzi Khalid Abdullah Fahd Al Odah, et al v. United States), on behalf of the foreign principal that do not require registration under the Foreign Agents Registration Act. The Registrant is registered under the Foreign Agents Registration Act because some of its activities on behalf of the foreign principal may require registration.

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

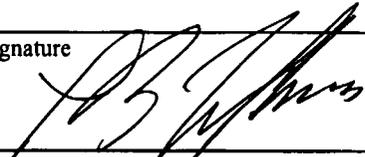
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9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes  No

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.

The Registrant may engage in political activities on behalf of the foreign principal. The Registrant's activities may on occasion include communications on behalf of the foreign principal with Executive Branch officials, officials of government agencies, members of the U.S. Senate and House of Representatives and their staffs, and the media relating to efforts to obtain due process for the Kuwaiti detainees in U.S. custody at Guantanamo Bay.

Date of Exhibit B August 5, 2005	Name and Title Thomas B. Wilner, Partner	Signature 
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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 or public interests, policies, or relations of a government of a foreign country or a foreign political party.

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WRITER'S DIRECT NUMBER  
202-508-8050

WRITER'S EMAIL ADDRESS:  
wilner@shearman.com

June 29, 2005

By Email & Facsimile

International Counsel Bureau  
Dasman Commercial Complex  
Block No. 3, 8<sup>th</sup> Floor  
Al Sharq, P.O. Box 20941  
Safat, Kuwait

Attention: Mr. Abdul Rahman R. al Haroun

**Re: International Counsel Bureau – Written Letter of Engagement**

Dear Abdul Rahman:

This letter sets out the fee arrangements and confirms the terms and conditions under which Shearman & Sterling LLP has represented and will continue to represent your office in connection with the efforts on behalf of the Kuwaiti citizens detained by the United States at the Guantanamo Bay Naval Base.

The enclosed General Provisions explain our billing practices. As stated therein, our fees will be based primarily on the actual time spent by our lawyers and other professionals in the firm at our normal billing rates, which range from \$235 an hour for the most junior associate to \$750 for the most senior partner. In addition to our fees, we will be entitled to payment for costs and expenses as set forth in the General Provisions.

In carrying out this representation, we shall work directly with you in developing plans for the actions to take on behalf of the Kuwaiti Detainees and shall undertake major actions only with your approval.

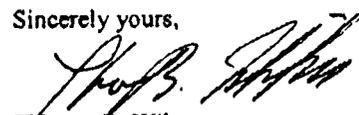
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International Counsel Bureau  
June 29, 2005  
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Please let me know if you have any questions or require any further information. If these arrangements are acceptable to you and correctly reflect the basis of our representation, please indicate your agreement in the space provided below and return a copy to us.

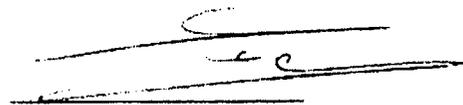
We very much look forward to continuing to work with you to achieve the best possible results.

Sincerely yours,



Thomas B. Wilner

Agreed to:



Abdul Rahman R. al Haroun  
International Counsel Bureau

Date:

03/08/2005

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# **SHEARMAN & STERLING LLP**

## **Representation and Fees**

### **GENERAL PROVISIONS**

Except as modified by the accompanying engagement letter, the following apply to the relationship between Shearman & Sterling LLP and our clients:

1. Fees for services rendered will be based on the reasonable value of those services as determined in accordance with the American Bar Association and District of Columbia Rules of Professional Conduct. Such fees will be based primarily on our established hourly billing rates. The billing rate for each attorney depends generally on that attorney's expertise and experience, and these rates are adjusted from time to time by the firm. The time for which a client will be charged will include, but will not be limited to, legal research; factual investigation; drafting of letters, pleadings, briefs and other documents; telephone and office conferences with a client and counsel, witnesses, consultants, court and other governmental personnel and others; conferences among our lawyers and staff on the client's case; responding to clients' requests for us to provide information to their auditors in connection with reviews or audits of financial statements; travel time; waiting time in court; and time in depositions and other discovery proceedings. Other factors may be taken into consideration in determining our fees, including the responsibility assumed, the novelty and difficulty of the legal problem involved, the benefit resulting to the client and any unforeseen circumstances arising in the course of our representation.

2. Where appropriate, we may utilize paralegal personnel. Time devoted by paralegals to client matters is charged at established hourly billing rates which also are subject to adjustment from time to time by the firm.

3. In addition to our fees, we will be entitled to payment or reimbursement for costs and expenses incurred such as photocopying, local messenger and intercity delivery service, computerized research, travel (including mileage, parking, airfare, lodging, meals and ground transportation), long-distance telephone, telecopying, secretarial overtime, court and agency costs and filing fees. Certain of such items may be charged at a rate computed to cover our direct cost and overhead. Unless special arrangements are made at the outset, fees and expenses of experts, investigators, accountants, consultants, court reporters, and other outside providers of personal services will not be paid by us and will be the responsibility of, and billed directly to, the client.

4. Although we may from time to time, at a client's request and for the client's convenience, furnish estimates of fees or costs that we anticipate will be incurred, these estimates are subject to unforeseen circumstances and are by their nature inexact. We will not be bound by an estimates except to the extent expressly set forth in the engagement letter.

5. Fees and expenses will be billed monthly and are payable upon presentation. We expect prompt payment. We reserve the right to defer providing additional services or to discontinue our representation if billed amounts are not paid when due.

6. A client has the right at any time to terminate our services and representation by notice to the firm. Such termination does not, however, relieve the client of the obligation to pay for all services rendered and expenses paid or incurred on behalf of the client prior to the date of such termination, or in connection with it.

7. We reserve the right to withdraw from our representation if, among other things, the client fails to honor the terms of the engagement letter, the client fails to cooperate or to follow our advice on a material matter, or any fact or circumstance would or could, in our view, render our continuing representation unlawful or unethical. If we elect to withdraw, the client will take all steps necessary to free us of any obligation to perform further services, including the execution of any documents necessary to complete our withdrawal, and we will be entitled to be paid for all services rendered and costs and expenses paid or incurred on behalf of the client to the date of withdrawal.