

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 .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, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently.

1. Name of Registrant Hogan & Hartson LLP 555 13th Street, NW Washington, DC 20004-1109	2. Registration No. 2244
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3. Name of Foreign Principal Government of the People's Republic of China	4. Principal address of foreign principal Ministry of Commerce 2 Dong Chang An Avenue, Beijing 100731, P.R. China
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5. Indicate whether your foreign principal is one of the following:

- 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 nationality _____

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

- a) Branch or agency represented by the registrant.
**Ministry of Commerce
2 Dong Chang An Avenue, Beijing 100731, P.R. China**
- b) Name and title of official with whom registrant deals. **Mr. Zhang, yu-qing, Director-general of the Legal Department**

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

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

9. 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

N/A

b) Is this foreign principal

Supervised by a foreign government, foreign political party, or other foreign principal Yes No

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

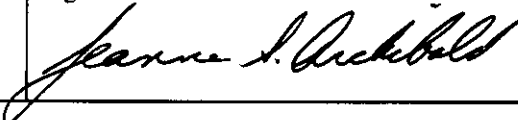
Subsidized in part by a foreign government, foreign political party, or other foreign principal Yes No

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

N/A

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.

N/A

Date of Exhibit A	Name and Title	Signature
Jan. 8, 2004	Jeanne S. Archibald, Partner	

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

Hogan & Hartson L.L.P.

2. Registration No.

2244

3. Name of Foreign Principal

Government of the People's Republic of China

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.

As requested by the foreign principal, registrant will render strategic advice and counseling to the foreign principal in connection with World Trade Organization negotiations and related matters. Registrant also may render advice and representation to the foreign principal on U.S. laws, regulations, policies and actions by the Executive Branch, U.S. Congress, and U.S. Government agencies that may affect or relate to the activities and interests of the foreign principal.

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

See Item #8 above.

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 <i>Jan. 8, 2004</i>	Name and Title Jeanne S. Archibald, Partner	Signature <i>Jeanne S. Archibald</i>
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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 interests, policies, or relations of a government of a foreign country or a foreign political party.

Legal Service Agreement

This Agreement is made by the following parties:

Party A: Ministry of Commerce of the People's Republic of China

Address: 2 Dong Chang An Avenue, Beijing 100731, the People's Republic of China ("PRC")

Representative: Zhang Yuqing

Telephone: 8610 - 65198721

Facsimile: 8610 - 65198905

E-mail: yinyanling@mofcom.gov.cn

Party B: Hogan & Hartson L.L.P.

Address: 555 Thirteenth Street, NW Washington, DC, the United States of America ("U.S.")

Representative: Jun Wei

Telephone: 8610 - 65669088

Facsimile: 8610 - 65669096

E-mail: jwei@hhlaw.com

The Parties agree as follows:

Article 1 Based on discussions between the Parties, the following sets forth their anticipated work plan through September 30, 2004. The Parties anticipate that Party B's services will focus on, but not be limited to, such subjects as WTO rules, and the areas of services, investment, competition, trade facilitation and transparency of government purchases.

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1. Information and Reporting

Party B will collect and transmit weekly to Party A publicly available information on the positions and reactions of major WTO members, including the U.S. and European countries, on the various subjects of the Doha Round of negotiations. This information will concentrate on the new round of negotiations, including the development of the new round of negotiation in Geneva, positions of major WTO members and development of various subjects of negotiation. The summary will be prepared in English and Chinese.

2. Consultation

At the request of Party A, Party B will investigate and analyze the positions of major WTO members in the negotiations and the problems encountered by PRC in the negotiations, and will evaluate and summarize the results of the negotiations. In this regard, it will be important for Party A to share with Party B as quickly as possible relevant information obtained through diplomatic channels and otherwise. The consultation between the Parties may be done through letters, e-mail, telephone, facsimile or periodic meetings. There will be three meetings each year, two of which are to be held in the U.S. and one in PRC. Party A will be responsible for the relevant expenses in connection with such meetings, which should include business-class round-trip air tickets and four-star hotel rooms for two Party B lawyers' three-day stay in Beijing.

3. Proposal Review and Refinement

At the request of Party A, Party B will review and suggest any refinements on PRC's proposals for negotiations. There will be approximately ten (10) proposals during the course of the engagement.

4. Legal Analysis of Documents

Party B will conduct legal analysis on the texts (documents) in the negotiations and the major proposals of other WTO members, and make suggestions to Party B for PRC's positions in the negotiations. There will be approximately fifteen (15) texts (documents) to be analyzed.

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For the work illustrated in Sections 2, 3 and 4 above, Party B shall use its own expertise to carry out the analysis and research independently. For services other than as described above (such as, for example, advocacy work or work on other issues arising in the WTO negotiations), at Party A's request, Party B will prepare separate budgets based on the requested scope of work.

- Article 2** Party A will on a monthly basis provide Party B with a list of specific matters for which Party A seeks Party B's services, which list shall serve as the basis for Party B's work of the next month. Such list shall be deemed as a constituting part of this Agreement. Party A may make appropriate adjustments to the service matters listed in Article 1 based on its specific needs and Party B shall provide Party A with legal services subject to such adjustments made by Party A.
- Article 3** To ensure the performance of the Agreement, Party A may, when necessary, inspect Party B's record of time and work based on the requirements stipulated in Article 1.
- Article 4** Party A agrees that Jeanne Archibald of Party B will have overall responsibility for this representation. T. Clark Weymouth and Craig A. Lewis - two partners who specialize in trade remedy (including antidumping, countervailing duty and safeguards) matters - will have day-to-day responsibility for the representation, working with Clayton Yeutter, Hugo Paemen, Jeanne Archibald, Lewis Leibowitz and other attorneys and specialists as appropriate. Jun Wei in Party B's Beijing office will serve as liaison and point of contact between Party A and Party B's team in the Washington office.
- Article 5** The personnel for this project listed in Article 4 shall have the expertise necessary for undertaking the relevant work, have the ability to research on specific topics and deal with the relevant cases, and duly discharge their responsibilities and maintain necessary prudence and diligence.

The personnel for this project shall complete the work stipulated in Article 1 in a timely manner. Where Party B fails to carry out or complete the work hereunder due to special reasons or fails to complete the work as required by Article 1, Party B shall have other attorneys with equivalent qualifications carry out the work which work shall be confirmed by Party A.

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Article 6 Party A shall have the right to terminate this Agreement under the following circumstances:

1. where Party B has breached its obligations hereunder (including having failed to duly complete the work listed in Article 1 of this Agreement) and has failed to rectify such breach within an extended period after Party A's request for rectification;
2. where the performance by Party B of this Agreement has failed to comply with the requirements hereunder and, as a result, the purpose of the Agreement cannot be fulfilled; and
3. where there have been changes in the government's functions so as to render the performance of the Agreement unnecessary.

In case that Party A unilaterally terminates this Agreement based on paragraph 3 above, Party A shall compensate Party B.

Article 7 Party B is a large law firm with multiple offices around the world. Because of the firm's size and geographic scope, as well as the breadth and diversity of its practice, other present or future clients of the firm inevitably will have contacts with Party A. Accordingly, to prevent any future misunderstanding and to preserve Party B's ability to represent Party A and Party B's other clients, the Parties confirm the following understanding about certain conflicts of interest issues:

1. Party B currently is advising or has in the past advised other clients (including, for example, clients in the automotive, express delivery services, pharmaceuticals, food and steel-consuming industries, trade associations, and other non-U.S. governments) with respect to the pending WTO negotiations and/or current WTO agreements as well as dispute resolution matters and therefore may not be in a position to represent Party A with respect to positions that are adverse to those clients' interests. Party B will inform and consult with Party A on a case-by-case basis if legal conflicts arise that prevent Party B from providing the legal services described above. Party A hereby acknowledges and accepts Party B's continued representation of these clients. Party A hereby further agrees that Party B may represent these or other clients with respect to the pending WTO negotiations and/or current WTO agreements as well as dispute resolution matters without the need for additional consent, as long as such representation would not involve Party B's taking positions in such

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representations that are adverse to the positions that Party B advocates that Party A take on matters on which Party B is advising Party A under this engagement. (For purposes of this Section 1, it is understood that the services provided by Party B under Section 1 of Article 1 above do not constitute positions as to which Party B is advising Party A with regard to Party A's positions.)

2. Subject to the foregoing, Party B will not represent any other client in the Doha Round negotiations in a matter where Party B's other client is substantially and adversely related to Party A in a matter in the Doha Round negotiations that the firm is handling for Party A unless Party A expressly agrees that Party B may do so.
3. In the absence of a conflict as described above, Party A acknowledges that Party B will be free to represent any other client either generally or in any specific matter in which Party A may have an interest.
4. The effect of Section 3 above is that Party B may represent another client on any issue or matter in which Party A might have an interest.

Article 8 Without Party A's consent, Party B or its personnel may not disclose any information relating to the performance of this Agreement or the work of the Ministry of Commerce in any manner regardless of the termination of this Agreement.

Party A understands that, under certain circumstances, those who represent and assist non-U.S. clients in connection with advocacy activities involving officials of the executive or legislative branches or federal agencies must publicly disclose such activities under either the Foreign Agents Registration Act ("FARA") or the Lobbying Disclosure Act (the "LDA"). If Party B's activities on behalf of Party A trigger either of these Acts' registration and reporting requirements, Party B will have to file reports, including a copy of this Agreement, which will be made available to the public, disclosing Party B's representation of Party A, Party B's "lobbying" activities on behalf of Party A, and the firm's income from such activities.

Article 9 Party B will provide its services described above on an hourly basis at its standard rates for attorneys' and other professionals' time, which rates are periodically revised. Party B's standard hourly rates

Legal Service Agreement

currently range from approximately \$200 per hour for junior associates to approximately \$600 or more for certain partners. Such legal fees do not include expenses (e.g., telephone, copying, travel and accommodations) and not including fees for the "baseline" reports either completed or currently in progress. The budget for such expenses other than travel and accommodations should be in the range of \$1,000 to \$1,500 per month.

Party B shall report to Party A for its written consent regarding expenses for travel, telecommunications and other reasonable expenses incurred in connection with the performance of the Agreement.

Party B will bill Party A monthly for legal services and other charges (other charges being billed in accordance with the Appendix hereto). Payment will be due within 30 days of the date of Party B's statements.

If major third-party charges are incurred in connection with the representation, such as printing bills, filing fees, court reporting fees, and expert witness fees, Party B shall report to Party A and, subject to Party A's consent, forward such statements directly to Party A for payment.

The Parties hereby agree that the total fees under this Agreement shall be four hundred thousand U.S. dollars (USD 400,000).

Article 10 For assurance of the performance of this Agreement, Party B shall have the following obligations:

1. Party B shall timely or periodically report to Party A the progress of the work relating to the performance of this Agreement by Party B;
2. Party B shall ensure that its personnel listed in Article 4 discharge their responsibilities hereunder in accordance with Article 5;
3. Party B shall ensure that its work products comply with the quality requirements as stipulated in Article 1;
4. Party B shall deliver its work products to Party A in a timely manner in accordance with the provisions of Article 1 with respect to timing, location and delivery method;

Legal Service Agreement

5. Party B shall promptly and actively cooperate with Party A when Party A inspects Party B's records of time and work in accordance with Article 3;
6. Party B shall perform its obligations with respect to conflict of interest in accordance with Article 7; and
7. Party B shall perform its confidentiality obligations in accordance with Article 8.

Article 11 For assurance of the performance of this Agreement, Party A shall have the following obligations:

1. Party A shall provide convenience necessary for Party B's performance of its obligations hereunder, including provision of the relevant information and materials; and
2. Party A shall make timely payment of legal service fees and other charges in accordance with Article 9.

Article 12 The Parties agree that the following persons shall be the contact person of the Parties, who are responsible for liaison in connection with the performance of this Agreement.

For Party A:

Contact person: Mr. Tian Ya

Telephone: (8610) 6519-7705

Facsimile: (8610) 6519-7247

E-mail: tianya@mofcom.gov.cn

Contact person: Ms. Yin Yanling

Telephone: (8610) 6519-8725

Facsimile: (8610) 6519-8905

E-mail: yinyanling@mofcom.gov.cn

Address: 2 Dong Chang An Avenue, Beijing 100731, PRC

Legal Service Agreement

For Party B:

Contact Person: Ms. Wei Jun

Telephone: (8610) 6566-9088

Facsimile: (8610) 6566-9096

E-mail: jwei@hhlaw.com

**Address: China Merchants Tower, Suite C 29/F, 118 Jianguolu, Beijing
100022, PRC**

The contact persons mentioned above shall have the right to undertake liaison or communication between the Parties with respect to the performance of this Agreement and other related matters.

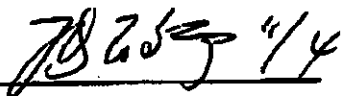
- Article 13** The Parties' liaison or communication method in connection with the performance of this Agreement and other related matters is indicated in Article 12 above. Such liaison or communication shall be conducted in the Chinese language.
- Article 14** This Agreement shall be governed by the Chinese law.
- Article 15** Any dispute arising from the performance of this Agreement shall be resolved through friendly consultation between the Parties. In case that such dispute cannot be resolved through consultation, the dispute shall be submitted to the China International Economic and Trade Arbitration Commission for arbitration in Beijing, PRC.
- Article 16** This Agreement shall come into effect upon the signing by the Parties and remain effective through September 30, 2004.
- Article 17** Any issues that are not specifically stipulated herein shall be separately settled through consultation of the Parties.

This Agreement is made on October 21st, 2003 in Beijing, China.


This Agreement shall be signed in three sets of originals, with each set comprising one Chinese version and one English version. Both versions shall be equally effective.

Legal Service Agreement

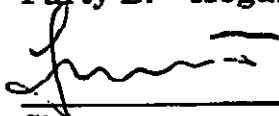
**Party A: Ministry of Commerce
People's Republic of China**



Signature

Representative: 
Title:

Party B: Hogan & Hartson L.L.P.



Signature

Representative: Jun Wei
Title: Partner

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STANDARD SCHEDULE OF OTHER CHARGES

Other charges incurred in connection with this representation will be billed on the following basis until further notice: secretarial overtime resulting from time-sensitive or unusual requests from clients at \$32/hour, other staff at \$20/hour; outgoing facsimiles at discounted AT&T Direct Dial Long Distance rates (described below) plus \$1.50 per page; in-house photocopying at \$0.20/page; Word Processing at \$25/hour for operators and \$35/hour for proofreaders; \$1.80 binding charges for letter-size documents and \$2.10 for legal-size documents; and long distance charged at approximately 56% of standard AT&T Direct Dial Long Distance rates based on negotiated volume discount. The following items are billed at actual cost: computerized research, express delivery services, postage, outside messengers, outside photocopies, transcripts, food services, and all additional charges.

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法律服务合同

本合同的签约双方为：

委托方：

中华人民共和国商务部（以下称“甲方”）
地址：中华人民共和国北京市东长安街2号
邮编：100731
代表：张玉卿
电话：86-10-65198721
传真：86-10-65198905
电子邮件：yinyanling@mofcom.gov.cn

受托方：

美国霍金·豪森律师事务所（Hogan & Hartson L.L.P.）（以下称
“乙方”）
地址：美国哥伦比亚特区华盛顿市西北十三大街555号
代表：魏军
电话：86-10-65669088
传真：86-10-65669096
电子邮件：jwei@hhlaw.com

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法律服务合同

甲乙双方达成如下协议：

第一条：根据双方的协商，以下为双方至 2004 年 9 月 30 日的工作安排。双方同意，乙方的服务将集中于，但不限于，世贸组织规则、服务领域、投资、竞争、贸易促进机制以及政府采购的透明性等事项。

1、 信息和报告

乙方将每周一次为甲方收集和报告包括美国和欧洲国家在内的世贸组织主要成员国在多哈回合谈判有关议题的立场和态度等方面的公开信息。这些信息将集中在新一轮谈判上，包括日内瓦新一轮谈判的进展、世贸组织主要成员国的立场以及谈判议题的进展情况。报告摘要将以中、英文两种文字准备。

2、 磋商

根据甲方要求，乙方将对谈判中世贸组织主要成员国的立场以及中国面临的问题进行调查和分析研究，并对谈判结果进行评估和总结。为此，甲方将其通过外交途径和其它方式得到的有关信息尽快传递给乙方非常重要。双方的磋商可以通过信函、电子邮件、电话、传真或定期会议方式进行。双方决定每年举行三次会议，其中两次在美国，一次在中国。甲方将负责会议的相关费用，包括提供乙方两位律师的公务舱往返机票和在北京三天四星級饭店的住宿费。

3、 提案审阅和完善

根据甲方要求，乙方将对中方的谈判提案进行审阅，并提出完善修改意见。本合同期内大约会有十次提案。

法律服务合同

4、对文件的法律分析

乙方将对谈判文本（文件）和其他世贸组织成员国的主要提案进行法律分析，并就甲方在谈判中的立场提出建议。需要分析的文本（文件）大约为十五份。

就以上第2、3、4项工作，乙方应利用自身的专业知识进行独立分析研究。对于以上描述之外的其它服务（如游说工作或处理世贸组织谈判中出现的其它问题），根据甲方要求，乙方将根据要求的工作范围准备另外的预算报告。

第二条：甲方将按月就具体需要乙方提供服务的事项向乙方提供一份清单，作为乙方下一个月工作的依据。该月清单应被视为本合同的组成部分。甲方根据工作需要，可根据情况对第一条所涉及的工作事项进行适当调整，乙方应按调整后的委托事项完成工作。

第三条：为保证合同得到履行，甲方在必要时可根据第一条所列工作任务的要求，审查乙方的工作时间和工作内容记录。

第四条：甲方同意，乙方将由珍妮·阿奇博尔德女士全面负责此项代理事宜。两位专长贸易救济法律领域（包括反倾销、反补贴税和保障措施法律领域）的合伙人克拉克·魏茂士先生和克雷吉·刘易斯先生将负责日常代理事宜。另外，克雷顿·尤特大使、雨果·佩恩大使、珍妮·阿奇博尔德女士、洛文·勒波必兹先生及其他律师和专家将参与代理。乙方北京代表处的魏军女士将作为甲方与乙方华盛顿工作小组之间的联系人。

第五条：第四条所列项目工作人员应当具备从事相关工作的专业水准和条件，具备从事课题研究或处理相关案件的能力，应当恪尽职责并保持必要的谨慎和勤勉。

法律服务合同

项目工作人员应当按时完成第一条所列工作事项，如因特殊原因不能从事或完成本合同项下的工作，或甲方发现乙方未按照第一条所列工作要求完成工作任务的，乙方有义务请具有同等业务水平的律师完成工作，并应经甲方确认。

第六条：遇有下列情形发生时，甲方有权终止合同：

- 1、乙方违反合同义务，包括未能尽责完成本合同第一条中所列工作事项阶段性任务，经甲方催告、在宽限期内仍不予纠正的；
- 2、乙方履行合同不符合合同要求，使合同履行未达到合同目标的；
- 3、由于政府工作事项发生变化，使合同的履行构成不必要时。

甲方根据第3款单方终止合同时，应当给予乙方补偿。

第七条：乙方是一家大型律师事务所，在全球范围内设有许多分所。考虑到乙方的规模、地理分布以及业务的广泛性和多样性，乙方现在或未来的客户不可避免地会与甲方发生联系。因此，为避免今后产生误解以及保证乙方可以代理甲方和乙方的其他客户，双方在此就有关利益冲突问题确认如下：

1、乙方目前正在代理（或过去曾经代理）其他客户（如汽车、速递服务、制药、食品及钢铁消费行业、贸易以及其它非美国政府等）处理进行中的世贸组织谈判和/或当前的世贸组织协议以及争议解决事项，因此，如乙方代理甲方的某一事项与这些客户的利益发生冲突，则乙方不能就该事项代理甲方。如果发生了上述乙方不能代理甲方的法律冲突，乙方将基于个案原则通知甲方，并与甲方协商。甲方在此表示理解和接受乙方继续代理这些客户。甲方进一步同意，乙方可以继续代理这些客户处理进行中的世贸谈判和/或当前的世贸组织协议以及争端解决事项，只要这些代理不会对乙方按照本

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合同为甲方提供建议产生不利影响，就无须另行取得甲方的同意。（为本第七条之目的，双方同意，乙方提供的第一条第1款项下的服务不构成乙方对甲方提供的建议。）

2、根据上述要求，未经甲方明确同意，多哈回合谈判中如果乙方其他客户的某一事项与甲方在多哈回合谈判中的某一事务有实质性的不利关联，则乙方将不在该事项中代理该客户。

3、甲方同意，在没有上述利益冲突的情况下，乙方可就一般事项或具体事项自由代理这些与甲方可能有关的事项。

4、根据上述第3段，乙方可以代理另一客户的可能与甲方有关的任何事项。

第八条：未经甲方允许，乙方及其工作人员，无论在本合同履行期间还是在合同履行之后，不得以任何形式泄漏与本合同履行或商务部工作有关的任何信息。

甲方理解，有些情况下，在为美国以外客户提供咨询服务时，如果所代理的客户涉及高级行政官员或立法部门或联邦机构时，乙方必须依据《国外代理人登记法案》（FARA）或《游说披露法案》（LDA）的规定向公众披露代理活动。如果乙方代理甲方的活动涉及此两部法律中任何一部的有关登记和报告的要求，乙方将必须登记报告（包括提交本合同），公开披露乙方对甲方的代理、乙方代理甲方的“游说”活动以及乙方在该等活动中的收入情况。

第九条：乙方提供以上服务将按照律师和其它法律专业人员花费的时间按小时计费，这一标准小时费率会定期调整。乙方日前的每小时收费标准自初级律师的200美元/小时至某些合伙人的600美元/小时或更高不等。该等法律服务费不包括费用支出（例如电话、复印、差旅和住宿等费用）和业已

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完成的或正在准备中的“基准”报告费用。除去差旅和住宿费用，该等费用支出大约为每月 1,000 美元至 1,500 美元。

乙方因履行合同所产生的差旅费用、通讯费用和其他合理费用，应向甲方申报，经甲方书面同意。

乙方将按月向甲方收取法律服务费和其他费用（其他费用的收费标准见附件）。法律服务费和其他费用应自乙方帐单开出后 30 日内支付。

如果需要发生与本代理事宜有关的人额第三方费用，如打印费、诉讼费、法院报告费和专家证人费，乙方应向甲方申报并经甲方同意后，方可将单据直接转交甲方支付。

双方在此同意，本合同总费用为四十万美元（USD400,000）。

第十条：为保证本合同得到履行，乙方应当承担以下义务：

- 1、乙方有义务及时或定期向甲方报告履行合同所涉及工作事项的进展情况；
- 2、保证第四条所列项目工作人员按照第五条的规定履行工作任务；
- 3、按照第一条所列工作任务的要求，保证工作成果符合质量要求；
- 4、按照第一条所列工作事项对时间、地点和交付方式的要求，及时向甲方交付工作成果；
- 5、在甲方根据第三条的规定审查工作时间和工作记录时，给予及时、积极的配合；
- 6、按照第七条规定履行利益冲突禁止义务；以及
- 7、按照第八条规定履行保密义务。

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第十一条：为保证本合同得到履行，甲方应当承担以下义务：

1、为乙方履行本合同项下的工作任务提供必要的便利，包括提供相关信息和资料等；以及

2、按照第九条的规定及时支付法律服务费及其他费用。

第十二条：双方同意以下人员为联系人，负责与本合同相关事项的联系事宜：

甲方联系人：

田涯（业务司人员）

电话：（8610）6519-7705

传真：（8610）6519-7247

电子邮件：tianya@mofcom.gov.cn

尹燕玲（条法司人员）

电话：（8610）6519-8725

传真：（8610）6519-8905

电子邮件：yinyanling@mofcom.gov.cn

地址：中华人民共和国北京市东长安街2号 邮编：100731

乙方联系人：

魏军

电话：（8610）6566-9088

传真：（8610）6566-9096

电子邮件：jwei@hhlaw.com

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地址：中华人民共和国北京市建国路 118 号招商局大厦 29 层 C 室 邮编：100022

上述联系人有权就本合同的履行及其他相关事项进行联络或通知。

第十三条：双方就本合同的履行及其他相关事项进行联络或通知的方式为上述第十二条所列。联络或通知的语种为中文。

第十四条：本合同受中国法律的约束。

第十五条：与本合同履行产生的争议，通过双方友好协商解决。

协商不成的，提交中国国际经济贸易仲裁委员会在北京仲裁。

第十六条：本合同自签署之日起生效。期限截止到 2004 年 9 月 30 日。

第十七条：本合同未尽事宜，由双方协商确定。

本合同于 2003 年 10 月 21 日在中国北京签署。

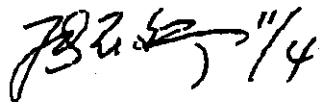
本合同用中、英文拟成，原件各一式三份。两种语言文本具有同等法律效力。

(以下无正文)

法律服务合同

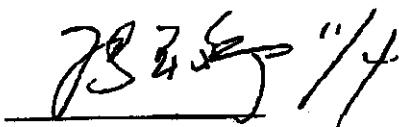
甲方：

中华人民共和国商务部



(签字)

代表：



职务：

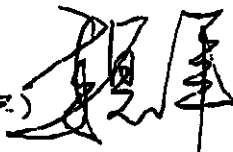
乙方：

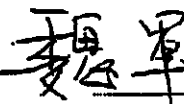
霍金·豪森律师事务所

(Hogan & Hartson L.L.P)

(签字)

代表：





职务：



法律服务合同

附件:

其他收费的标准费率

在进一步通知之前，与本次代理有关的其他费用按照以下标准收取：因时间紧迫或客户的特别需要而发生的秘书加班费为 32 美元/小时，其他员工加班费为 20 美元/小时；传出传真费为 AT&T 直拨长途电话折扣费率（见下面规定）加 1.50 美元/页；内部复印费为 0.20 美元/页；文字处理费为打字员 25 美元/小时，校对人员 35 美元/小时；信函尺寸的文件装订费为 1.80 美元，法律文件尺寸的文件装订费为 2.10 美元；长途电话费按折扣费率计算约为标准 AT&T 直拨长途电话费的 66%。以下项目按实际支出收费：通过电脑进行调研；联邦快递和其他隔夜快递服务；邮资；外部专递；外部复印；抄写；就餐以及所有其他收费。

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