

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 Burson-Marsteller, 230 Park Avenue So., NY, NY 10003	2. Registration No.
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3. Name of foreign principal Hydro-Quebec	4. Principal address of foreign principal 75, blvd. Rene Levesque Ouest Montreal, Quebec, Canada
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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
 - Committee
 - Corporation
 - Voluntary group
 - Association
 - Other (specify) _____
- Individual—State his nationality _____

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

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

Hydro-Quebec transmits and distributes electricity in Canada and the northeastern United States.

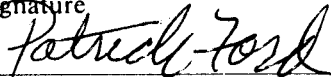
b) Is this foreign principal

- 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.)

Hydro-Quebec is a joint stock company, whose single shareholder is the Quebec 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	Name and Title	Signature
1/25/93	PATRICK FORD EXECUTIVE VICE PRESIDENT	

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
Burson-Marsteller	Hydro-Quebec

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.

Burson-Marsteller supports Hydro-Quebec's efforts to market its main product, hydropower, in the United States.

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

Burson-Marsteller counsels Hydro-Quebec on conditions in the United States, conducts media relations, event planning and assists Hydro-Quebec in the presentation of its case before audiences in the United States.

This work includes public affairs counseling, press materials and preparation, media training, promotion of hydropower as an energy source, arranging speaking engagements and developing speeches for Hydro-Quebec executives.

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

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 will be involved as necessary to assist with all promotional activities in the United States which may require political activities from time to time.

Date of Exhibit B	Name and Title	Signature
1/25/93	PATRICK FORD EXECUTIVE VICE PRESIDENT	<i>Patrick Ford</i>

¹Political 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.

Burson-Marsteller

This constitutes the agreement between Hydro-Quebec ("Client"), and Burson-Marsteller ("B-M"), a division of Young & Rubicam LP, regarding communications services provided to Client by B-M.

1. SERVICES

1.1 **Professional Services.** As requested by Client B-M, from to time, will provide professional services, such as:

- a) counseling;
- b) developing public relations plans;
- c) preparing news releases, feature articles, public announcements and background information for distribution to communications media;
- d) writing and producing films, videotapes, flip charts, direct mail materials, booklets and other promotional materials; and
- e) staging and conducting meetings and other events.

1.2 **Special Services.** In addition to the professional services listed in 1a to 1f, B-M may provide additional services projects and products as requested by Client. Before special services are undertaken, Client and B-M will agree on how B-M will be compensated.

2. COMPENSATION

Client agrees to pay B-M for all costs incurred by B-M in providing services requested by Client, as set forth in this section.

2.1 **Monthly Billing Cycle.** B-M will base its invoices on a monthly billing cycle (the "Billing Month") running from the 16 th day of the month through the 15th day of the next month.

2.2 **Time and Expenses.** Client will reimburse B-M for time charges (bases on B-M's current rates for the type of services at the time services are rendered) out-of-pocket and internal expenses and administrative charges.

04/27/93

3. **BILLING PROCEDURES**

- 3.1 **Payment of Costs.** At or about the sixteenth of each month, B-M will send Client an invoice for the amount of costs that were incurred by B-M in providing services requested by Client during the previous Billing month. Client will pay B-M the amount of such charges on or before the end of the Billing Month (the 15th day of the month following the month the invoice is issued).

4. **OWNER OF MATERIALS**

- 4.1 All slogans and publicity materials submitted to Client by B-M while this agreement is in effect are, as between B-M and Client, the Client's property exclusively, provided that the Client pays for the materials.

5. **CLIENTS'S RESPONSABILITY**

- 5.1 Client is responsible for the accuracy, completeness and propriety of information that it provides to B-M concerning Client's products, services, organization and industry. Client is responsible for reviewing all publicity or other materials prepared by B-M under this agreement to confirm that all representations, direct or implied, are supportable by objective data then possessed by Client, and to confirm the accuracy and legality of the descriptions and depictions of the products and services of Client and its competitors.

6. INDEMNIFICATION

6.1 Client will indemnify and hold B-M harmless from and against all losses, damages, liabilities, claims, demands, lawsuits and expenses, including reasonable attorney's fees, that B-M may incur or be liable for arising out of or in connection with any of the following:

- any publicity or other materials prepared or placed by B-M for Client, or other service performed by B-M for Client;
- any alleged or actual defects in Client's products or services; or
- allegations that Client's activities violate or infringe upon the copyright, trademark, patent or other, rights of any third party, or that Client's activities induce, promote or encourage the violation of or infringement upon the rights of any third party.

6.2 Client's obligations under this section include payment by Client to B-M for all time charges and expenses (including reasonable attorney's fees) incurred by B-M in connection with any subpoena, discovery demand or other directive having the force of law of governmental inquiry to which Client does not object, served upon B-M or any of its affiliates that relates to Client, its business or its affiliates that relates to Client, its business or its industry that arises out of any litigation, proceedings or investigations involving Client.

6.3 The terms and conditions of Section 6 shall survive the termination of this Agreement.

7. AGENT/CLIENT RELATIONSHIP

7.1 In purchasing materials or services on Client's behalf, B-M acts as Client's agent, and may state this relationship in contracts and orders.

8. DURATION

8.1 This agreement begins as of January 1, 1992, and continues until terminated by either Client or B-M. To terminate, written notice must be given at least 30 days before the effective date of termination. Client will pay for all charges including out-of-pocket and internal expenses under this agreement incurred up to the effective date of termination and up to all prior mandates given to B-M.

9. JURISDICTION

9.1 This Agreement is governed by the laws of the State of New York and deemed to have been concluded in the State of New York.

IN WITNESS WHEREOF this Agreement was executed by the parties hereto under the hands of their duly authorized officers on this 26th day of March, 1992.

BURSON-MARSTELLER

By: Patrick Ford
Patrick Ford
Executive Vice President
Managing Director

Mawhood J. J.
Witness

HYDRO-QUEBEC

By: Jacques Duguay
Jacques Duguay
Vice President Communications
and Public Relations

Duguay
Witness