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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 The GCI Group Inc. dba GCI International	2. Registration No. 3856
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3. Name of foreign principal Norsk Hydro a.s.	4. Principal address of foreign principal Drammensveien 274, Vaekero P.O. Box 200 N-1321 Stabekk, Norway
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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:

<input type="checkbox"/> Partnership	<input type="checkbox"/> Committee
<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Voluntary group
<input type="checkbox"/> Association	<input type="checkbox"/> Other (specify)

Individual—State his nationality _____

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 REGISTRATION UNIT

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

a) Branch or agency represented by the registrant. N/A

b) Name and title of official with whom registrant deals.

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

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

Manufacturing and oil production company

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.)

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.

Publicly held company

Date of Exhibit A January 23, 1990	Name and Title NORMAN WEISSMAN VICE CHAIRMAN	Signature 
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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 duplicate for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Name of Registrant	Name of Foreign Principal
The GCI Group Inc. dba GCI International	Norsk Hydro a.s.

Check Appropriate Boxes:

- The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach two copies of the contract to this exhibit.
- 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 two copies of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
- The agreement or understanding between the registrant and 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.

Public Relations Services including counseling, creating, planning and working on public relations projects; preparatory written and other public relations materials, representing Norsk Hydro a.s.

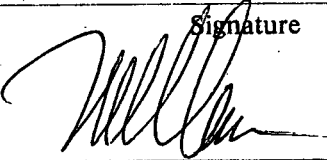
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5. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

(AS OUTLINED IN AGREEMENT)

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.

Date of Exhibit B	Name and Title	Signature
January 23, 1990	NORMAN CURLESMAN VICE CHAIRMAN	

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.

GCIGROUP

September 6, 1989

Mr. Bjorn H. Tretvoll
Public Affairs Manager
Norsk Hydro a.s.
Drammensveien 274, Vaekero
P.O. Box 200
N-1321 Stabekk, Norway

Dear Bjorn:

This letter will confirm your appointment of the GCI Group Inc. as your public relations agency in the United States and will set forth our mutual understanding of our agreement.

1. Services

We will devote our best efforts to further your interests and will work with you to develop and carry forward a successful public relations program for your company. We will provide public relations counseling and marketing services, establish appropriate media contacts, and produce necessary communications materials including such things as news releases, articles, brochures, newsletters and any other ancillary materials within the scope of the agreed upon budget.

2. Compensation

In consideration of the services to be performed by us, you will compensate us in accordance with the following:

- a) Fee. Our fee of \$5,000 per month is billable in advance on the first of each month. Hourly time charges will be applied against the monthly retainer with any overage billed quarterly.
- b) Production and Creative Services. You will be billed for all production and creative services at our cost plus 17.65%. This will include such services as photography, prints, slides, video production, news clippings, artwork, printing and production and similar items.

Norman Weissman
Vice Chairman

GCI Group Formerly GreyCom

777 Third Avenue, New York, N.Y. 10017 212 546-2200 Direct Line 212 546-2259 FAX 212 546-1768

Amsterdam, Bologna, Brussels, Canberra, Frankfurt, Genoa, The Hague, Hong Kong, London, Los Angeles, Maastricht, Melbourne, Mexico City, Milan, Munich, New York, Paris, Rome, Stockholm, Sydney, Tokyo, Toronto

GCI GROUP

- 2 -

- c) Out-of-Pocket Expenses. The following items will be billed to you at net cost:
 - (i) Travel: Transportation, food and accommodations, etc. for trips authorized by you.
 - (ii) Packing, Shipping, Delivery and Communications. All expenses incurred in connection with forwarding materials on your behalf, telephone, telegraph, telex, cable, fax, messenger and postage charges.

- d) Payments. It is understood that:
 - (i) All invoices are payable within 30 days after receipt by you.
 - (ii) Production, creative services and all out-of-pocket costs will be billed to you on the next monthly bill after invoices for such costs are received by us.

3. General Procedures

- a) You reserve the right to modify, reject, cancel or stop any and all plans, schedules or work in process; and in such event we shall immediately take proper steps to carry out your instructions. In turn you agree:
 - (i) to assume our liability for all such commitments;
 - (ii) to pay us, in accordance with the provisions of this agreement, any and all proper charges earned and incurred by us in connection with such work up to the time of its discontinuance, cancellation, or modification;

GCI GROUP

- 3 -

(iii) to indemnify us for all claims and actions by third parties for damages in consequence of our carrying out your instructions.

- b) All copy, layouts, scripts, art work, photography, designs or other materials or documents prepared, purchased or furnished by us on your account and at your expense, and produced during the term hereof, become your property, and shall be delivered to you upon request.
- c) We will use our best efforts to maintain the confidential nature of data you entrust to us through strict control of its distribution and use.
- d) We will endeavor to the best of our ability to guard against any loss to you through failure of suppliers to execute properly their commitments but we shall not be held responsible for any failure on their part.
- e) You will indemnify us against any loss and/or expense we may incur as the result of any claim, suite or proceeding made or brought against us or in which we are asked to participate, based upon any materials we prepared or placed for you and based upon information provided by you ~~for~~ which you approved before its dissemination, production, or publication, as well as for claims or suits arising out of the nature or use of your products or services or our relationship to you.

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4. Terms and Termination of Agreement

- a) This agreement shall be considered in effect as of August 1, 1989 and shall remain in full force thereafter subject to cancellation by either party by giving 90 days' written notice.
- b) Our duties, responsibilities and rights shall continue in full force during the period of notice of termination.

GCI GROUP

- 4 -

- c) Upon termination of this agreement, you are to pay for all authorized work in process, at cost, and you shall assume our liability under and indemnify us with respect to all outstanding contracts made in your behalf.

- d) We shall transfer, assign and make available to you or your representative all property and materials in our possession or control belonging to and paid for by you. We also agree to give all reasonable cooperation to transferring and approval of third parties in interest and reservations, contracts and agreements yet to be used and all rights and claims thereto and therein, upon being duly released from the obligation thereof.

We are pleased and happy to be associated with you and your organization and we look forward to a mutually productive and enjoyable relationship.

If you will sign one of the enclosed copies and return it to us, it will serve as an acceptance of the terms of this agreement.

Very truly yours,

GCI Group Inc.

By: _____

(GCI Employee)

ACCEPTED FOR: _____

(Name of Company)

By: _____

(Name, Title)