

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	Steptoe & Johnson 1330 Connecticut Avenue, N.W. Washington, D.C. 20036	2. Registration No.	3975
3. Name of foreign principal	Embassy of Government of Canada	4. Principal address of foreign principal	501 Pennsylvania Avenue Washington, D.C. 20001

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

Individual—State his nationality _____

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

a) Branch or agency represented by the registrant. Embassy of Canada

b) Name and title of official with whom registrant deals. Hon. L.H. Legault
Deputy Chief of Mission

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

a) Principal address

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

c) Principal aim

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INTERNAL SECURITY
SECTION
REGISTRATION UNIT

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

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.

Date of Exhibit A Feb 20, 1990	Name and Title Charlene Barshefsky, Partner	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 triplicate 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, 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 .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
Steploe & Johnson	Embassy of Government of Canada

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 three 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 three 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 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.

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FEB 28 P 4:30
FEDERAL SECURITY
SECTION
REGISTRATION UNIT

4. Describe fully the nature and method of performance of the above indicated agreement or understanding.

As set forth in the attached correspondence, the Registrant will render legal advice on political, legislative and regulatory developments in the U.S. Government relating to trade and economic issues.

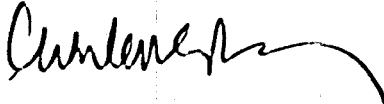
5. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

As set forth in the attached correspondence, the Registrant will render legal advice to the foreign principal on political, legislative and regulatory developments in the U.S. Government relating to trade and economic issues.

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.

*Some communications with U.S. Government officials may be deemed political activities as that term is defined below.

Date of Exhibit B	Name and Title	Signature
Feb 28, 1990	Charlene Barshefsky, Partner	

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.

Canadian Embassy



Ambassade du Canada

501 Pennsylvania Ave. N.W.
Washington, D.C. 20001

October 31, 1989

Steptoe & Johnson
Attorneys at Law
1330 Connecticut Avenue
Washington, D.C. 20036-1795

Attention: Charlene Barshefsky

I hereby offer, to the firm of Steptoe & Johnson, (the "firm"), a contract for services, between the firm and Her Majesty the Queen in right of Canada (the "Government of Canada"), as represented by Canada's Secretary of State for External Affairs, subject to the following terms and conditions.

The services to be performed under this contract will be to provide legal advice to the Canadian Embassy, in Washington, D.C., on political, legislative and regulatory developments in the United States relating to trade and economic issues, in accordance with written instructions from the Embassy. It is understood that the services under this contract may be performed, in part, by SJS Advanced Strategies ("SJS") senior associates, paralegal assistants and specialists listed in the attachment to this contract, provided that the obligations of the firm under the contract apply mutatis mutandis to SJS and those SJS senior associates, paralegal assistants and specialists. It is understood that SJS is a wholly-owned subsidiary of the firm.

Except as required by United States or Canadian law, as may be applicable, neither the firm nor its members, or employees, may, at any time during and after rendering of the services contracted for, cite, quote, refer to, produce or otherwise communicate any confidential information, or confidential document, obtained from the files of the Government of Canada, or by any other means, without the prior written consent of the Government of Canada. As well, all materials, papers and studies forming part of, or produced in the performance of, this contract and all copyrights therein will be the property of the Government of

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EXTERNAL SECURITY
SECTION
REGISTRATION UNIT

Canada, and will not be communicated or published without the prior written consent of the Government of Canada. It is understood that the Government of Canada will not be liable for claims in respect of death, disease, illness, injury or disability or loss or damage to property, which may be suffered by the firm, or its members, or employees, or anyone else, as a result of the performance by the firm, or its members, or employees, in carrying out this contract.

During the life of the contract (being from the date of signature of this letter by the firm to March 31, 1990) for the performance of these services to my satisfaction, the Government of Canada will pay the firm at the standard fixed hourly rates set out in the attachment to this contract. Services may be provided by attorneys and paralegal assistants other than those listed in the attachment provided they are members or employees of the firm and their rates are comparable to the rates fixed in the attachment for attorneys and paralegal assistants of comparable experience and do not exceed US\$ 300.00 per hour, in respect of attorneys, or U.S. \$75.00 per hour, in respect of paralegal assistants.

The Government of Canada will reimburse the firm for actual and necessary expenses incurred in the performance of the services, provided that expenses incurred for travel (other than those for local transportation) will only be reimbursed if authorization for the travel has been received from the Embassy.

Payment under this contract will be made by the Government of Canada subject to the submission of monthly accounts by the firm. The accounts must describe the services performed and must indicate the number of hours spent by each attorney or paralegal assistant in providing those services. The accounts must also contain the following statement signed by an attorney of the firm:

"I hereby certify that the services indicated above were rendered by attorneys or paralegal assistants of this firm and that this account truly shows the nature of the services, the time occupied, the fees claimed, disbursements made and all monies received by our law firm in this matter.

Steptoe & Johnson"

All work is entrusted to you on the basis that your account is subject to taxation by Canada's Deputy Minister of Justice, whose taxation will finally determine the remuneration to which you are entitled.

The total amount that may be paid under the terms and conditions of this contract in respect of fees and other expenses is limited to \$U.S. 50,000.00.

This contract cannot be assigned. No member of Canada's House of Commons shall be admitted to any share or part of this contract or to any benefit to arise therefrom.

The Government of Canada has adopted a policy to ensure that contracting for legal services will meet the highest ethical standards. The Attorney General of Canada has made it clear that these standards will be scrupulously observed in the conclusion of all contracts for legal services. The relevant portion of the policy precludes the entry into contracts with not only a Minister's immediate family, that is, Minister's spouse, parents, children, brothers and sisters, but also any member of the immediate family of his or her spouse, the immediate families of other Ministers and of party colleagues in Canada's House of Commons and Canada's Senate. It applies, as well, to organizations outside government in which such family members are employed in senior positions of authority including membership on Boards of Directors. I understand that this aspect of the government rules on conflict of interest has been discussed with you and that your selection complies in every respect with these rules. If this is not the case, or if you are not free to act in this matter pursuant to this letter, please advise me immediately.

It is a term of this contract:

(i) that no former public office holder who is not in compliance with the post-employment provisions of Canada's Conflict of Interest and Post-Employment Code for Public Office Holders will derive a direct benefit from this contract; and

(ii) that during the life of this contract any persons engaged in the course of carrying out this contract will conduct themselves in compliance with the principles of Canada's Conflict of Interest and Post-Employment Code for Public Office Holders. Should an interest be acquired during the life of this contract, that would cause a conflict of interest or seem to cause a departure from these principles, the firm will declare it immediately to me.

This contract will be governed by and construed in accordance with the laws in effect in the Province of Ontario, Canada, provided, that: in carrying out this contract, the firm and its members and employees, will comply with all applicable provision of United States law, including, without limiting the generality of the foregoing, the United States Ethics in Government Act of 1978, Foreign Agents Registration Act of 1938 and Federal Regulation of Lobbying Act; and the firm will provide the Embassy with a copy of each statement or report that the firm, or any member, or employee, of the firm, files with (a) the Clerk of the House of Representatives of the United States, under the United States Federal Regulation of Lobbying Act, or (b) the Attorney General of the United States, under the United States Foreign Agents Registration Act of 1938.

This letter, upon signature by the firm, will constitute a contract for services between the firm and the Government of Canada, as represented by Canada's Secretary of State for External Affairs, during the period from the date of signature of this letter by the firm to March 31, 1990. It is understood that this contract does not constitute an appointment or an employment of any person in the capacity of an officer, clerk or employee of the Government of Canada or Canada's Secretary of State for External Affairs. Either party may terminate this contract by giving a thirty-day written notice.

If these terms and conditions are acceptable to the firm, I should be grateful if you would arrange to have this letter signed by the firm and return this letter to me. A copy is enclosed for your records.

Yours sincerely,



D.H. Burney
Ambassador

I accept and agree to the terms and conditions of this contract.



Stephoe & Johnson

Nov. 7, 1989

Date

Attachment