

U.S. Department of Justice
Washington, DC 20530

Exhibit B
To Registration Statement
Under the Foreign Agents Registration Act of 1938, as amended

OMB No. 1105-0007
Approval Expires Nov. 30, 1993

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.

<p>Name of Registrant</p> <p>Crowell & Moring International, Ltd</p>	<p>Name of Foreign Principal</p> <p>APEC FOUNDATION OF THE PHILIPPINES, INC. Asia Pacific Economic Cooperation of the Philippines</p>
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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.

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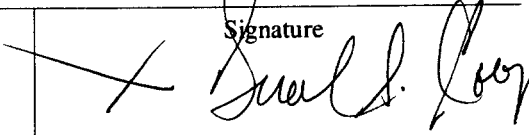
4. Describe fully the nature and method of performance of the above indicated agreement or understanding.
See attached contract

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

See attached contract

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 04/08/97	Name and Title Doral S. Cooper President	Signature 
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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.

C & M INTERNATIONAL, LTD.

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SUITE 1275

WASHINGTON, D.C. 20004-2595

(202) 624-2895

FACSIMILE: (202) 628-5116

CONSULTING AGREEMENT

This Consultancy Agreement (hereinafter referred to as the Agreement) made and entered into on 01 March 1997, by and between:

The APEC FOUNDATION OF THE PHILIPPINES INC., with office address at the 15th Floor Yise Center, Pldt. Power II, 6799 Ayala Avenue, Makati City, Metro Manila, Republic of the Philippines, represented herein by its Chairman, ROBERTO R. ROMULO, hereinafter referred to as the "CLIENT".

and

CROWELL AND MORING INTERNATIONAL L.P., doing business as "C&M INTERNATIONAL, LTD.", a limited partnership organized and existing under the laws of the State of Delaware, United States of America, having offices at 1001 Pennsylvania Avenue, NW, #1275, Washington, DC 20004-2505, represented herein by its President, DORAL S. COOPER, hereinafter referred to as the "CONSULTANT".

WITNESSETH:

WHEREAS, The CLIENT needs the services of a consultant to provide consulting and advisory services relating to trade and economic policy issues and

export promotion advice with respect to the United States; and, consulting and advisory services relating to the 1997 Ministerial and Leaders' meetings of the Asia Pacific Economic Cooperation (APEC) forum and the 1997 meetings of the Pacific Economic Cooperation Council (PECC);

WHEREAS, The CONSULTANT, because of its wide experience in the aforecited field, is capable of providing additional services including rendering expert advice and services in devising strategies, providing assessments, and other coordination and support activities associated with such trade and economic policy advice and export promotion advice in accordance with the goals of the CLIENT; and, coordinating strategies, providing position papers and assessments to the APEC Foundation of the Philippines, and other coordination and support activities associated with the meetings of this organization in 1997 in accordance with the goals of the CLIENT;

NOW, THEREFORE, for and in consideration of the above premises, the parties hereto have agreed, as they do hereby agree, as follows;

The CLIENT hereby hires the CONSULTANT to render such services for a fee of two hundred and fifty thousand US dollars (\$250,000) for services provided under the terms and conditions of this Agreement, payable as follows: sixty two thousand and five hundred US dollars (\$62,500) each, on the first day of June,

September and December 1997, and 01 March 1998;

The CLIENT shall reimburse the CONSULTANT for expenses incurred on behalf of the Client (including, but not limited to, travel, telephone, fax, postage, word processing, copying and administrative overtime) upon receipt of Consultant's invoices for such expenses. Expenses under this Agreement are not to exceed thirty thousand US dollars (\$30,000), excluding overseas travel which would be conducted at the request of Client and billed separately;

The CONSULTANT shall provide the CLIENT with periodic written reports describing Consultant's work done under this Agreement and other relevant services that shall be requested by Client;

The CONSULTANT hereby agrees for itself, and on behalf of its officers, directors, employees, and agents, that it will use its best efforts to maintain the confidentiality of all non-public information regarding Client in connection with its performance of services under this Agreement; provided, however, that the Consultant may disclose information as required by law or by judicial, administrative or Congressional process so long as Consultant provides the Client reasonable advance notice of disclosure pursuant to this process;

The CONSULTANT shall not provide legal advice or services to the Client. By becoming a client of C&M International the CLIENT is not and will not be treated as, a client of its affiliated law firm, Crowell & Moring. Thus, the attorney-client privilege, conflict of interest and other professional ethics provisions applicable only to lawyers and their clients do not apply to the CLIENT's relationship with C&M International. Should matters arise requiring legal counsel the Client shall select counsel of its choice. If Crowell & Moring is retained as legal counsel, a separate letter of retention is required;

There shall be no principal-agent or any other relationship created between the parties, except as independent contractors. Each party is authorized to disclose this Agreement as such party may deem required or appropriate to comply with applicable laws, rules or governmental orders;

The term of this Agreement shall be twelve (12) months beginning on 01 March, 1997. Either party may terminate this Agreement upon sixty (60) days prior written notice to the other, provided the Client shall pay the fees and expenses of Consultant through the date of termination;

The terms and provisions of this Agreement shall be interpreted in accordance with, and governed by, the laws of the Republic of the Philippines.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement with legal and binding effect as of the date first above written.

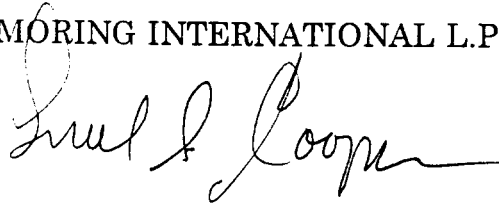
THE APEC FOUNDATION OF THE PHILIPPINES INC.,

BY:

ROBERTO R. ROMULO
Chairman

CROWELL & MORING INTERNATIONAL L.P.

BY:

A handwritten signature in black ink, appearing to read "Doral S. Cooper", written over a faint circular stamp.

DORAL S. COOPER
President