

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

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, DC. 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.

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
The Washington Group

2. Registration No.
5711
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3. Name of Foreign Principal
The People's Republic of Bangladesh

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.

Attachment D-- Formal Written Contract for the People's Republic of Bangladesh

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

The registrant will provide advice and counsel relating to communications activities, develop communications materials and work with media organizations to advance the interests of the foreign principal. The registrant will contact legislative and executive branch officials regarding U.S. policy toward The People's Republic of Bangladesh.

[Previously filed: Attachment C--Summary of Representation for the People's Republic of Bangladesh.]

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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.


The registrant will provide advice and counsel relating to communications activities, develop communications materials and work with media organizations to advance the interests of the foreign principal. The registrant will contact legislative and executive branch officials regarding U.S. policy toward The People's Republic of Bangladesh.

[Previously filed: Attachment C--Summary of Representation for the People's Republic of Bangladesh.]

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.

The registrant will provide advice and counsel relating to communications activities, develop communications materials and work with media organizations to advance the interests of the foreign principal. The registrant will contact legislative and executive branch officials regarding U.S. policy toward The People's Republic of Bangladesh.

Date of Exhibit B	Name and Title	Signature
11/9/05	The Honorable Susan Molinari Chairman & CEO, The Washington Group	

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 or public interests, policies, or relations of a government of a foreign country or a foreign political party.

بِسْمِ اللّٰهِ الرَّحْمٰنِ الرَّحِیْمِ



Ambassador

EMBASSY OF THE
PEOPLE'S REPUBLIC OF BANGLADESH
3510 International Drive, NW
Washington, D.C. 20008
Phone: (202) 244-2745
Fax: (202) 244-5366

October 31, 2005

Dear Mr. Raffaelli,

The Government of Bangladesh has decided to hire the services of The Washington Group/Ketchum (TWG/K) to work as lobbyists for the Government of Bangladesh. The terms and conditions of such an appointment are as follows:

Objectives

- (a) To assist in building a positive and correct image of Bangladesh among US policy makers, both in the Administration and in the Congress, as well as in Academic and Media circles. This could best be done by arranging proper interaction between senior Embassy officials and the relevant representatives of the US government. In addition, TWG/K will work to disseminate balanced reporting on Bangladesh through the mainstream media on a periodic basis.
- (b) Arrange high-level interaction between the Government of Bangladesh and the United States Government.
- (c) Coordinate with the relevant agencies of the US government to facilitate interactions in Bangladesh between the Government of Bangladesh and representatives of the US government as discussed in our meetings.

Containing negative propaganda

This should include rebutting and containing negative reporting on Bangladesh and its Government in the US media, academic circles and think tanks.

In addition to the above, the work will generally include regular interaction with the Embassy to draw up suitable actions as and when necessary.

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Period of contract

Contract shall be initially for a period of 6 (six) months, effective from 1st October 2005 and shall be evaluated after the expiry of the first 90 days.

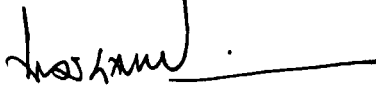
Expenditure

The Government of Bangladesh shall pay a monthly retainer fee to TWG/Ketchum an amount of US\$ 45,000/- (US Dollar forty-five thousands) only for their professional services. In addition to this, certain out of pocket expenditure that TWG/K will incur in connection with the services subject to approval and concurrence of the Embassy. Efforts will be made to ensure that this figure does not exceed US\$ 750.00 (US Dollar seven hundred fifty) only per month.


From the Bangladesh Embassy side the main contact persons shall be the Ambassador himself and Mr. Shahidul Islam, Deputy Chief of Mission.

We look forward to a fruitful and productive association with The Washington Group/Ketchum for our common objectives.

AGREED TO BY :



Shamsheer M. Chowdhury
Ambassador to the United States
The People's Republic of Bangladesh



John D. Raffaelli
Chief Financial Officer
The Washington Group

Mr. John D. Raffaelli
The Washington Group
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Washington, DC-20005