

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 the public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, D.C. 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 .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, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 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 Hill & Knowlton, Inc. 607 14 th Street Suite 300 Washington, DC 2005		2. Registration No. 3301						
3. Name of foreign principal The Ministry of Petroleum and Mineral Resources, Kingdom of Saudi Arabia.	4. Principal address of foreign principal Al-Maather Street 6 th Floor, Room #609 Riyadh, Saudi Arabia							
5. Indicate whether your foreign principal is one of the following: <input checked="" type="checkbox"/> Foreign government <input type="checkbox"/> Foreign political party <input type="checkbox"/> Foreign or domestic organization: If either, check one of the following: <table border="0"><tr><td><input type="checkbox"/> Partnership</td><td><input type="checkbox"/> Committee</td></tr><tr><td><input type="checkbox"/> Corporation</td><td><input type="checkbox"/> Voluntary group</td></tr><tr><td><input type="checkbox"/> Association</td><td><input type="checkbox"/> Other (<i>specify</i>) _____</td></tr></table> <input type="checkbox"/> Individual-State nationality _____			<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 (<i>specify</i>) _____
<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 (<i>specify</i>) _____							
6. If the foreign principal is a foreign government, state: a) Branch or agency represented by the registrant. The Ministry of Petroleum and Mineral Resources. b) Name and title of official with whom registrant deals. Dr. Ibrahim Muhanna, Advisor to the Minister								
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

b) Is this foreign principal

Supervised by a foreign government, foreign political party, or other foreign principal Yes No

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 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 must be used.)
N/A

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 control it.

N/A

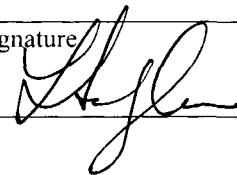
Date of Exhibit A

January 17, 2008

Name and Title

LISA SCHUYLER
COO, HILL + KNOWLTON
WASHINGTON

Signature



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.

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1. Name of Registrant Hill & Knowlton, Inc.	2. Registration No. 3301
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3. Name of Foreign Principal The Ministry of Petroleum and Mineral Resources, Kingdom of Saudi Arabia.

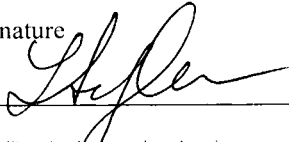
Check Appropriate Boxes:

- 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.
- 7. Describe fully the nature and method of performance of the above indicated agreement or understanding.
Served as communications counsel and provided public relations and public affairs services for the Third OPEC Summit in Riyadh which was hosted by the Ministry of Petroleum and Mineral Resources for the Kingdom of Saudi Arabia. Within the United States, provided outreach, invitations and logistical assistance for selected U.S. news media to attend the Third OPEC Summit and arranged for independently researched and written articles on relevant topics of interest to Summit attendees.

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.
See Item # 7

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.

Date of Exhibit B <i>January 17, 2008</i>	Name and Title <i>LISA SCHUYLER</i> <i>COO, HILL + KNOWLTON</i> <i>WASHINGTON</i>	Signature 
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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 interest, policies, or relations of a government of a foreign country or a foreign political party.



CONTRACT FOR COMMUNICATION COUNSEL SERVICES

THIS CONTRACT is made and entered into effective as of the signing date of this document and shall continue in effect until the WORK as stipulated in this contract is completed, by and between THE MINISTRY OF PETROLEUM AND MINERALS, Kingdom of Saudi Arabia (hereinafter referred as "MINIPET") and HILL & KNOWLTON, NEW YORK, U.S.A (hereinafter referred as "CONTRACTOR").

TERMS AND CONDITIONS:

CONTRACTOR shall perform the communication counsel services for MINIPET as per the following terms and conditions of the scope of services:

1 General Scope of Services:

CONTRACTOR shall furnish public relations/public affairs services as are ordinarily provided by a full-service professional communications company. Prior to undertaking specific tasks/assignments, CONTRACTOR will provide MINIPET with a detailed description of services and estimated cost of the services.

2 Specific Scope Of Services:

CONTRACTOR shall perform the services specified in ATTACHMENT I to this contract as follows:

- 2.1 All deliverables and services stipulated in ATTACHMENT I shall be created and/or provided under the constant supervision of the 3rd OPEC Summit Communications team and all material shall be subject to Ministry of Petroleum approval as a condition of distribution.
- 2.2 Develop three primary key messages and two sub-messages for each primary. CONTRACTOR shall develop proof points for key messages based on researching OPEC website and publications and other resources as required.
- 2.3 Draft communications documents for internal and/or external use related to OPEC Summit media relations efforts including, but not limited to:
 - a. Press Releases
 - b. Press Statements
 - c. Website content
 - d. Position statements
 - e. Fact sheets





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- f. Brochures
- g. Q&A Documents
- h. Newsletter articles

Q

- 2.4 Draft a feature/Op-ed column for submission to appear in news publications in key petroleum consuming markets including US/Europe, India, China, Japan, with messaging tailored toward each market's unique concerns. This article shall be submitted no less than 3 weeks prior to commencement of the 3rd OPEC Summit.
- 2.5 Produce a 3rd OPEC Summit newsletter, including content generation (text, photos, graphic elements) branding, layout and design, printing and distribution. Newsletter shall consist of up to 16 pages, but not less than 12 pages, tabloid size. Half of the pages shall be in English, while the other half shall consist of the same content in Arabic. Newsletter shall run from November 13 to November 18, inclusive (6 issues).
- 2.6 Make contact with news media in key target markets to follow up on invitations, provide briefing packets of information and encourage registration to attend 3rd OPEC Summit by noting newsworthy elements of the Summit program that are relevant to the local market.
- 2.7 Establish and man a news desk to respond to media inquiries and requests prior to and during of the 3rd OPEC Summit and its related events (November 1-19 inclusive).
- 2.8 On November 17, 2007, CONTRACTOR shall produce and distribute B-roll, of no less than 10 minutes, and consisting of footage from the 3rd OPEC Summit Ministerial Symposium with local language subtitles for distribution in key petroleum consuming markets including Japan, China and India.
- 2.9 Provide media training for 3rd OPEC Summit designated media relations representatives and media escorts. Each training session shall consist of a half-day seminar that provides media relations theory and practical application regarding proper media etiquette and shall reinforce 3rd OPEC Summit messaging platform.
- 2.10 Identify possible scenarios and communications response plans for issues management and crisis situations, providing guidance on crisis communications response.
- 2.11 Provide translation of all external documents into languages of all OPEC member states and key petroleum regions. Languages shall include translation from English to: Arabic, Farsi, Spanish, Portuguese, Bahasa Indonesia, Chinese, Japanese, and Hindi.

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2.12 Estimated quantities for physical deliverables and service levels

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- 2.12.1 Press Releases (up to 10)
- 2.12.2 Press Statements (up to 5)
- 2.12.3 Position statements (up to 5)
- 2.12.4 Fact sheets (up to 25)
- 2.12.5 Brochures (up to 2)
- 2.12.6 Q&A Documents (up to 3)
- 2.12.7 Features and Op-Ed pieces (4)
- 2.12.8 Newsletters (6 issues)
- 2.12.9 B-roll (6 copies, 2 for each target country)
- 2.12.10 Crisis Communications/Issues Management scenarios – up to 10

3 Other Services:

Pursuant to Paragraph I of this Contract, MINIPET shall, at its sole discretion, request CONTRACTOR public relations/public affairs services during the course of this contract. Any change in the terms and conditions of this Contract or engagement for additional services shall be mutually agreed upon in writing prior to performing those services.

4 Charges:

- 4.1 CONTRACTOR shall bill MINIPET for all services performed under this Contract, at the rates agreed upon by both parties in the estimates submitted in accordance with Paragraph I and Attachment I of the Contract for participating professionals and other staff as required to carry out the programs and tasks approved by MINIPET.
- 4.2 For third party services procured by the CONTRACTOR on behalf of MINIPET, in addition to staff time charges, MINIPET will pay CONTRACTOR the net cost of all materials, services and rights obtained from third-party suppliers, plus a fifteen (15) percent handling and administration fee. In obtaining such materials, services and rights, CONTRACTOR will act as agent for MINIPET as disclosed principal.
- 4.3 CONTRACTOR charges a fixed amount equal to ten (10) percent of staff time charges to cover the net cost of all routine out-of-pocket disbursements such as postage, courier, in-house, photocopying, and ordinary communications (telephone, facsimile, and e-mail). CONTRACTOR will bill the net cost for travel and accommodation.
- 4.4 MINIPET may request CONTRACTOR to assist in responding to a crisis or extraordinary situation requiring an unusual expenditure of time and/or effort by CONTRACTOR





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personnel. If such a situation arises, CONTRACTOR shall prepare a separate letter of agreement, in consultation with MINIPET, in consideration of extraordinary factors determining the rates or fee to be charged. It is acknowledged that such circumstances may require CONTRACTOR to commence services before finalizing such a letter of agreement. Accordingly, MINIPET's instruction to CONTRACTOR to commence such services will constitute former's authorization of the CONTRACTOR to commence the work. Immediately after commencing such services, CONTRACTOR shall finalize the letter of agreement stating the charges and obtain written approval from MINIPET as billing authorization.

- 4.5 MINIPET may call upon the CONTRACTOR to respond to or assist MINIPET in connection with litigation commenced or threatened against MINIPET by third parties (for example, in complying with a document subpoena). MINIPET will compensate CONTRACTOR for staff time, and reimburse the out-of-pocket expenses, including reasonable attorney's fees, for services rendered to MINIPET.
- 4.6 MINIPET will reimburse CONTRACTOR for staff time and expenses incurred in order to comply on MINIPET's behalf with the Foreign Agents Registration Act. It is understood that pursuant to such Act, CONTRACTOR may be making reports of its activities to appropriate U.S. government regulatory agencies and that such reports will be made available to the public.
- 4.7 MINIPET shall pay CONTRACTOR any VAT taxes, excise taxes or other such withholdings or levies of any sort which might apply to the billings of CONTRACTOR to the MINIPET. CONTRACTOR will be entitled to receive full payment, in currency of the United States and within the United States, of its invoices hereunder, without offset or withholding. Should this provision be subsequently determined to be unenforceable by law and a deduction or withholding found to be mandatory, CONTRACTOR shall be entitled to retroactively adjust its billings to such a level whereby it will receive from MINIPET an amount of net proceeds equivalent to its original gross billings.

5 Payment Terms

- 5.1 Following the conclusion of each calendar month, CONTRACTOR will provide MINIPET with an invoice payable within ten (10) days for actual staff time, third-party expenditures, travel/accommodation costs, and our charge for routine out-of-pocket disbursements recorded during such month. MINIPET will have five (5) business days to dispute any aspect of the invoice. If the MINIPET fails to do so within five (5) business days, the invoice cannot be contested. [In anticipation of extraordinary expenses or time to be incurred on your behalf, we shall have the right to require the up-front payment of certain charges.]
- 5.2 In the event payments due CONTRACTOR are not made in accordance with the terms stated in Clause (a) above, CONTRACTOR will be entitled to charge MINIPET a late penalty of 1½ percent per month on any overdue and unpaid balance. MINIPET agrees to reimburse CONTRACTOR for all expenses (including reasonable attorney's fees and disbursements)

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incurred in the collection of any overdue and unpaid invoices.

- 5.3 CONTRACTOR reserves the right to suspend or terminate all service to MINIPET without liability resulting directly or indirectly from such suspension or termination, in the event that any undisputed invoice or any undisputed portion of any disputed invoice for staff time charges, third-party expenditures, travel/accommodation or out-of-pocket charges or costs remain unpaid forty-five (45) days from the date of invoice.
- 5.4 Without limiting the foregoing, we reserve the right in the case of any delinquency of MINIPET's payments or any impairment of MINIPET's creditworthiness, to change the requirements as to terms of payment under this Contract.

6 Records

- 6.1 CONTRACTOR shall maintain accurate record of all staff time and third-party expenditures incurred on behalf of MINIPET and, during the term of this Contract and for one year thereafter, MINIPET may examine such records at CONTRACTOR's offices, where such records are regularly maintained upon reasonable notice and during normal business hours. It is understood that the foregoing does not include CONTRACTOR's salary data, overheads, and other internal CONTRACTOR costs or non-billable items.
- 6.2 If requested, copies of supplier invoices and other back-up materials in support of CONTRACTOR's third-party expenditures of \$500 or more will be included with CONTRACTOR's end-of-month invoice.

7 Confidentiality

- 7.1 CONTRACTOR shall be strictly responsible, both during and after the term of its engagement with MINIPET under this contract, to exercise utmost care to preserve the confidentiality of any proprietary or confidential information or data developed by CONTRACTOR on behalf of MINIPET in the course of its services, or disclosed by MINIPET to CONTRACTOR. CONTRACTOR's obligation under the foregoing sentence shall not extend to:
- 7.1.1 Information that is in the public domain at the time of disclosure to CONTRACTOR or which enters the public domain through no fault of CONTRACTOR;
- 7.1.2 Information that is in the possession of CONTRACTOR or its employees at the time of disclosure to CONTRACTOR;
- 7.1.3 Information that CONTRACTOR, or its employees, receives from a third party under no obligation of confidentiality to MINIPET; and
- 7.1.4 Information which is required to be disclosed pursuant to any court order or directive having the force of law.





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7.1.5 Notwithstanding the above, CONTRACTOR's obligation to maintain the confidentiality of any such information that it maintains in its possession or control shall cease on the third anniversary of the termination of this Contract.

8

Indemnity

It is acknowledged that CONTRACTOR cannot undertake to verify facts supplied to it by MINIPET, or factual matters included in material prepared by CONTRACTOR and approved by MINIPET. Accordingly, MINIPET agrees to indemnify and hold harmless CONTRACTOR from and against any and all losses, claims, damages, expenses (including reasonable attorney's fees and disbursements) or liabilities ("damages") which CONTRACTOR may incur as a result of any materials, releases, reports, or information supplied to CONTRACTOR by, or on behalf of, MINIPET, or prepared by CONTRACTOR and approved by MINIPET prior to dissemination, publication or broadcast, except when directly attributable to CONTRACTOR's failure to use due care. MINIPET shall similarly indemnify and hold CONTRACTOR harmless in respect of any damages arising out of the nature or use of MINIPET's products or services.

9 **Ownership Of Materials**

9.1 All materials submitted or developed by CONTRACTOR for MINIPET and any other tangible work product produced by CONTRACTOR specifically on behalf of MINIPET during the term of this Contract (collectively, "Materials"), shall, as between CONTRACTOR and MINIPET, be deemed MINIPET's property exclusively (subject, however, to any licensed third-party rights retained therein), provided that MINIPET pays for such Materials and, before this Contract is terminated, MINIPET either uses the Materials at least once, or indicates in writing to CONTRACTOR its intention to use them. Otherwise, such Materials are, as between CONTRACTOR and MINIPET, CONTRACTOR's property exclusively.

9.2 All such Materials belonging to MINIPET which are eligible for copyright protection in the United States or elsewhere shall be deemed works made for hire. If any such Materials are deemed for any reason not to be a work made for hire, CONTRACTOR, without further consideration, hereby assigns all such rights, title and interest in the copyright of Materials to MINIPET, and CONTRACTOR agrees, at the request and expense of MINIPET, to execute and deliver such documents and instruments as shall be necessary to evidence MINIPET's ownership and copyright interest therein.

9.3 The foregoing clause shall not apply to the extent that Materials or works created or prepared by CONTRACTOR on behalf of MINIPET consist of material that was owned by, or licensed to, CONTRACTOR, prior to its execution of this Contract and any computer software or elements thereof that may have been developed by CONTRACTOR in connection with its services hereunder, which shall remain CONTRACTOR's property.

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10 **Duration**

- 10.1 CONTRACTOR's appointment under this Contract shall be effective as of the signature date and continue thereafter until terminated by either party upon not less than thirty (30) days written notice to the other.
- 10.2 The rights, duties and responsibilities of CONTRACTOR and MINIPET shall continue through the thirty-day notice period, including CONTRACTOR's right to receive fee compensation (if any) for each calendar month (or pro-rata portion thereof for any partial calendar month) occurring during said period.
- 10.3 Upon termination of this Contract, provided that there is no outstanding indebtedness then owing by MINIPET to CONTRACTOR, CONTRACTOR shall transfer, assign and make available to MINIPET all property and materials in its possession or control belonging to MINIPET. MINIPET will assume CONTRACTOR's liability under and indemnify CONTRACTOR with respect to all outstanding contracts and authorized commitments made on MINIPET's behalf.

11 **Force Majeure**

Neither party shall be responsible for its failure to perform due to causes beyond its reasonable control such as acts of God, fire, epidemics, theft, war, riot, embargoes, acts of civil or military authorities, or intervention by the federal, provincial, or local government. If services are to be delayed by such contingencies, the party requesting such a delay shall immediately notify the other party in writing. The party requesting the delay shall be responsible for all out-of-pocket expenses resulting from such delay.

12 **Limitation of Liability:**

Except as regards the indemnity obligations of the parties, in no event shall either of the parties be liable to the other for any punitive, incidental, consequential, or other special damages in connection with any claim arising out of or related to this Contract.

13 **Termination:**

Either of the parties may terminate this contract for any reason with thirty (30) days' prior written notice. MINIPET remains liable for all fees, disbursements and other related charges incurred up to the date of termination, as well as all amounts that CONTRACTOR must pay to third parties pursuant to any non-cancelable Contracts entered into in performance of this Contract. Provisions in the Contract related to payment, confidentiality, indemnification, dispute resolution and waiver shall survive termination of the Contract.





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14 **Non-Solicitation of Employees**

Both parties agree that they will not, during the term of this Contract, and for a period of one year thereafter, employ or retain any person (other than a respondent to a general solicitation or employment search assignment) who is then, or at any time during the preceding six months, was an employee of, or consultant to, the other, or persuade, or attempt to persuade any employee of, or consultant to, the other, to terminate his/her employment or consultancy with such other party.

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15 **Governing Law**

CONTRACTOR activities hereunder on behalf of MINIPET shall be subject to all applicable U.S. laws, including the Foreign Agents Registration Act and the Foreign Corrupt Practices Act. As applicable and pursuant to such laws, it is understood that CONTRACTOR may be making reports of its activities to appropriate U. S. government regulatory agencies and that such reports will be made available to the public. MINIPET agrees to reimburse CONTRACTOR for staff time and expenses incurred in order to comply on MINIPET's behalf with the Foreign Agents Registration Act.

This Contract will be governed and construed in accordance with the laws of the State of New York for contracts made and to be performed entirely in New York.

16 **Arbitration**

Any dispute arising out of this Contract or the matters contemplated herein will be determined by arbitration in the Hill & Knowlton New York office before a single arbitrator in accordance with the rules then obtaining of the American Arbitration Association. The arbitration award shall be final and binding upon the parties, and judgment may be entered therein in any court of competent jurisdiction.

17 **Miscellaneous**

This Contract constitutes the entire understanding between CONTRACTOR and MINIPET and supersedes any and all prior Contracts, whether oral or written, relating to the subject matter. This Contract may not be assigned by either party without the express written consent of the other. It may be modified or amended only by a written document signed by each of the parties. The provisions of paragraphs 4.5, 7, 8, 9, 14, 15, and 16 will survive the expiration or earlier termination of this Contract.

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THE MINISTRY OF PETROLEUM & MINERALS RESOURCES,
SAUDI ARABIA

Mohammed A. Al-Maghlouth

Member of the Organizing Committee,
Head, Executive Committee of III OPEC Summit

10/20/07
Date

Ministry Of Petroleum & Minerals Resources
Saudi Arabia, Riyadh
Al-Maather Street, Near Marriot Hotel
6th Floor, Room# 609

Address

HILL & KNOWLTON

Jeff Marcus

CFO

NY

Hill & Knowlton Inc

10/30/07
Date

909 Third Avenue, NY NY 10022
Company Address

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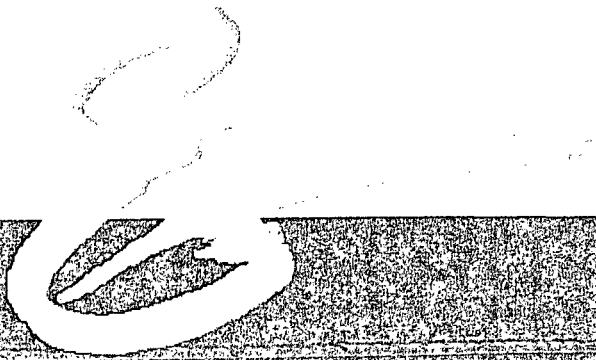
التاريخ :

الرقم :

34th OPEC Summit
Riyadh, Saudi Arabia
17 - 18 November 2007

**A proposal prepared by Hill &
Knowlton for Public Relations
agency support**

28 October 2007



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1. Background

The Kingdom of Saudi Arabia will play an important host role in November for the ministers of the OPEC member countries and news media and officials from some of the world's leading consuming countries. The event will be significant for both the Kingdom and for OPEC.

It is a uniquely challenging period for OPEC and the world, with oil prices at record highs as producers strain to keep pace with demand and global economic growth, and all exacerbated by economic and financial turbulence and a falling dollar. OPEC has an important message of hope and reassurance as the world's leading energy supplier. Oil remains the fuel for the world's engines of economic growth and prosperity.

H&K will provide a senior and experienced team to deliver critical support for Saudi Aramco for the 3rd OPEC Summit in Riyadh.

2. The assignment

As per the scope of work document, H&K staff will be responsible developing the following materials:

1. Key messages and proof points
2. Researching and writing materials.
 - a. Press releases
 - b. Press statements
 - c. Website content
 - d. Position statements
 - e. Fact sheets
 - f. Brochures
 - g. Q&A documents
 - h. Newsletter articles
3. Researching and writing op-eds.
4. Writing six issues of the OPEC Summit newsletter.
5. Global news media contact and follow-up in key producing and consuming markets.
6. Staff a news desk from November 1-19 in Riyadh.
7. Provide a series of media training workshops for OPEC media relations representatives.
8. Provide a crisis training and communications plan.

3. Staffing

H&K will provide a senior leadership team for the project, including:

- **Jim Cox**, with 30 years of experience with oil and energy clients and experience with Saudi Aramco and OPEC, will be the senior leader and strategic advisor for the team.
- **Jim Donaldson**, senior manager in London, will oversee the global media outreach and serve as a media advisor on the project.
- **Dave Robinson**, CEO of H&K in the Gulf, will be the senior adviser for work in Saudi and the Gulf.
- **Alec Peck**, general manager for Saudi Arabia and Bahrain, will provide the oversight for the Gulf team working on the project.

Additionally, H&K Gulf will be providing a number of key people who know Saudi Arabia and the Gulf region and will be key to our success on the ground in Riyadh. They will include:

- **Steve Boyer**, an experienced corporate communications specialist based in Seattle with maritime and Saudi Aramco crisis experience, will direct media planning, issues management and a review of crisis plans.
- **James Horsman**, corporate communications specialist in London, will be on site as the senior writer and editor for the project. He has handled previous Saudi Aramco writing assignments in Dhahran and for other Saudi companies.
- **Brian Shrowder**, regional director for crisis and training who will lead the media training workshops and provide support with development of the crisis planning
- **Rob Foyle**, associate director for Saudi Arabia, based in Riyadh and responsible for the day-to-day operations of H&K in the Kingdom will provide support to the writing and media teams.
- **Chris Pratt**, account director in the Gulf will oversee the news desk teams and on-site media relations activity.
- Additionally a number of other executives from the KSA and Gulf teams will be on-site in the run up and during the summit, including: **Hani Okaily, Manal Quota, Sami Amin, Mugbel Al-Anzi, and Lulwa Al-Kilani.**

4. Fees & estimated project expenses

Staff fees:

Assignment	Name	Day Rate	On-site Days	Travel Days	Total Days	Cost
Project leader	Jim Cox	3400	19	16	35	\$119,000
Global Media	Jim Donaldson	3600	5	2	7	\$ 25,200
Issues/plans	Steve Boyer	2800	30	4	37	\$103,600
Gulf leader	Dave Robinson	3200	5	1	6	\$ 19,200
Gulf manager	Alec Peck	2000	8		8	\$ 16,000
Crisis leader	Brian Shrowder	2000	5	1	6	\$ 12,000
Project planning #1	Rob Foyle	1600	10		10	\$ 16,000
Project planning #2	Chris Pratt	1440	10	1	11	\$ 15,840
Chief writer	James Horsman	2000	30	2	32	\$ 64,000
Writer/research	Manal Quota	800	30		30	\$ 24,000
Staff support	Hani Okaily	1040	30		30	\$ 31,200
Newsletter writer #1	TBD	1600	10		10	\$ 16,000
Newsletter writer #2	TBD	1600	10		10	\$ 16,000
News desk #1	Sami Amin	1040	20		20	\$ 20,800
News desk #2	Mugbel Al-Anzi	800	20		20	\$ 16,000
News desk #3	Lulwa Al-Kilani	800	20		20	\$ 16,000
Total			262	27	289	\$530,840

Day rates based on 8-hour days. These fees are estimated on the amount of hours anticipated to undertake each task. Fees billed to the client will reflect the actual amount days worked in Riyadh or for approved travel.

Project Expenses:

• Messaging workshop (day long program with senior team members and Aramco and the Ministry developing the positioning, key messages and proof points)	\$ 15,000
• Media/message training (half-day workshop)	\$ 10,000
• H&K Global media outreach @ \$20,000/market for China, Japan, USA, UK, Canada, Gulf, plus \$30,000 for Europe.	\$150,000
• Travel, accommodations, meals, etc. (at cost)	\$100,000
• Contingency for additional services/support – if required and approved in advance by the client	\$100,000
• Additional media outreach: India, Brazil, Mexico & South Africa; expanded outreach in US, Europe & China	\$ 70,000
• Newsletter graphic design, production and layout. (Ministry to contract with Riyadh printer.)	\$ 50,000
Estimated total	\$465,000

These budgets are estimated on our previous experience with similar projects. More detailed budgets will be provided as the precise scope becomes clearer. All expenses not covered above are subject to advance approval by the client.

Budget Summary:

• Staff fees	\$530,840
• Expenses	\$465,000
• Total	\$995,840

5. Proposal summary

OPEC's 3rd Summit is a landmark event, hosted by its largest member in the Kingdom of Saudi Arabia. The event is an important showcase for the Kingdom and the organization. A huge contingent of top 500 reporters from the leading producer and consumer countries in the world are estimated to be in attendance at this milestone event. In many ways, the organization and the Kingdom will be judged on their efficiency and proficiency by the quality of the media materials and media relationships.

H&K excels at media relations, media events and media materials. We are one of the world's greatest producers of news for our clients around the world. We host major news events and launch new news stories and battle media issues for our clients every day around the world. We are pleased to be able to offer our expertise, talent and commitment to make this 3rd OPEC Summit in Riyadh, Saudi Arabia a showcase success for OPEC and the Kingdom.

6. Team biographies

<p>Jim Cox</p>	<p>Current Position Jim Cox is a Senior Vice President and a specialist in work with the oil, gas and chemical industry, and experienced in working with major global clients as an H&K Key Client Relationship Manager.</p> <p>Prior History Jim returned to Hill & Knowlton from GCI Group, where he was executive vice president and managing director of GCI's Corporate Practice for North America. In his previous incarnation at Hill & Knowlton, Jim served as the senior managing director heading H&K's Corporate group in New York and as a key member of the national leadership team. At H&K, Jim helped to create a new corporate equity research system with Yankelovich, formed a 34-member national litigation support team as part of the U.S. practice, and provided management oversight for the company's crisis team in the U.S.</p> <p>Prior to joining H&K, Jim was a senior executive with Edelman Public Relations for more than 12 years. He served as executive vice president and general manager for public affairs with Edelman in New York and also worked in an international business development role. Before moving to New York, he managed the Edelman offices in Texas.</p> <p>Other Information Jim's client experience has included work with New York Life, Deloitte Consulting, GE Capital, Reuter's, Johnson & Johnson, Procter & Gamble, American Home Products, BellSouth, British Airways, Continental Airlines, Republic Industries, Pioneer Hi-Bred, TRW, R.R. Donnelley, International Paper, Louisiana Pacific, Evian Waters, Coca-Cola Foods and McDonald's. He is recognized as an expert in corporate reputation management.</p> <p>Jim is a specialist in the energy industry, with clients including Saudi Aramco, OPEC, ExxonMobil, Shell, ChevronTexaco, Platts, Amoco, Tesoro Petroleum, Valero Energy, Summit Energy, Langham Petroleum, and OPECO, plus SABIC, Union Carbide, Monsanto, Rhone-Poulenc, the Texas Chemical Council and the Texas Petrochemical Energy Group. He also worked on staff at Houston Lighting & Power Company.</p> <p>He has a broad background in international work, including clients in the UK, Switzerland, Saudi Arabia, Mexico, Chile, Canada, New Zealand, Korea and Malaysia.</p> <p>During his career, Jim has won two Silver Anvils from the Public Relations Society of America, as well as over 100 local, state and association awards for his public relations work. He holds a bachelor's degree in journalism and an MBA from the University of Houston.</p>
<p>Jim Donaldson</p>	<p>Current Position Jim Donaldson returned to the UK and to Hill & Knowlton in London in July 2006. His role in London is to work with a wide range of clients in the corporate communications area, with a particular focus on emerging markets.</p> <p>Prior History London is Jim's fourth H&K office in a ten year career with the company. Immediately prior to moving back to the UK, Jim was Managing Director of PR in H&K Brussels and prior to that, Jim spent almost six years in the Middle East,</p>

	<p>where he was responsible for all of H&K's activities in the region including offices in Dubai, Bahrain, Cairo, Doha, Riyadh and Jeddah along with staff and associate relationships in a number of other markets. The Middle East now employs over 80 people and more than doubled in size during Jim's time in the region. Jim's first assignment for H&K was as Managing Director of the Athens office, which he joined in 1996.</p> <p>Jim is a very experienced PR professional and has been in the industry for over 15 years. He started his career at Burson-Marsteller and has also worked at The Communication Group and KBH Communications in London. His experience covers all the major areas of the industry including healthcare, internal communications, crisis management, corporate communications and strategic consultancy.</p> <p>Other Information</p> <p>Jim's client experience has included work with companies and organisations from a very wide range of sectors and industries. Major client work includes Sabic, General Motors, The European Commission, Shell, Saudi Aramco, Glaxo, The Citibank Private Bank, Deutsche Post, Johnson & Johnson and Virgin Atlantic.</p> <p>Jim holds an MA Hons in English Literature from Edinburgh University and is a member of the Institute of Public Relations.</p>
<p>Steve Boyer</p>	<p>Current Position</p> <p>Steve Boyer is senior vice president at Hill & Knowlton-Seattle. He works extensively in crisis and litigation communications, strategic positioning, issues management and media relations. A former newspaper manager with an MBA, he has worked in many industries, with special expertise in energy, shipping, legal issues, forest products, health care, and land development. He serves as account leader for Hancock Timber Resource Group, one of the world's largest timberland investment management organizations; SeaRiver Maritime, ExxonMobil's shipping company; enXco, a global wind energy company developing a wind farm in central Washington state; and the Western Red Cedar Lumber Association, whose members produce most of the world's Western Red Cedar supply. He works frequently with law firms on litigation communications, including regulatory issues.</p> <p>Recent client work also includes:</p> <ul style="list-style-type: none"> - Saudi Aramco – Provided crisis communications planning and training to the world's largest oil company during the Iraq War, living in Saudi Arabia for seven weeks as part of a small H&K team. - Grant County Public Utility District – Provided extensive counsel for the utility's relicensing of its two large Columbia River dams. - Washington State Hospital Association – Provided plan development and media training for the state's hospitals to communicate new advances in patient safety and community health care in the face of controversial public-policy issues. - Other current and recent clients include American Legend Cooperative; SSA Marine; Boeing; Safeco; BFGoodrich Aerospace; Ford Motor Co.; Maritime Trust Co.; the ports of Seattle, Tacoma and Everett, WA.; the law firm of Bullivant Houser Bailey; and Visiting Nurse Services of the Northwest. <p>Prior history</p> <p>Before joining the firm in 1998, he served as director of corporate</p>

	<p>communications for Services Group of America, one of the nation's largest private companies. He previously spent five years as vice president at another Seattle public relations agency.</p> <p>Prior to entering public relations, he spent 15 years as a newspaper editor and reporter.</p> <p>Other experience</p> <p>He conducts continuing legal education seminars for attorneys on communications outside the courtroom, and he frequently speaks on crisis communications issues. He is co-chair of the University of Washington Business School's Business & Economic Development Center Advisory Board, and a board member of the Washington News Council and Seattle Rotary. He has an MBA in marketing and bachelor's degrees in communications from the UW and in English from Western Washington University. He is accredited by the Public Relations Society of America.</p>
<p>Dave Robinson</p>	<p>Current Position</p> <p>Dave Robinson joined Hill & Knowlton at the end of 2004 as the CEO of the company's Middle East network, headquartered in UAE and covers the Kingdom of Saudi Arabia, Qatar, Bahrain, Kuwait, Jordan, Sudan and Egypt, with affiliate partners covering Lebanon, Syria, Morocco, Tunisia, Algeria and Senegal and Libya.</p> <p>Prior History</p> <p>Dave has spent the last 14 years working in the international communications industry across Europe with five years in Athens, prior to joining Hill & Knowlton in the Middle East.</p> <p>Having begun his career in London with the then Holmes and Marchant Group, Dave then worked for the Scope Communications Group and then latterly with Ketchum London, working on a variety of accounts both national and international.</p> <p>In 1999 he moved to Greece and worked for a short period for the DDB advertising group as Executive Vice President of the group's PR operations before moving to independent PR consultancy CIVITAS in 2000. Over five years the agency grew more than threefold and established itself a reputation for leadership in public relations</p> <p>From real estate to retail, computer chips to oil refineries, Dave's experience is varied and widespread, qualifying him as a true generalist. During his career he has worked across a variety of practices including: business to business, consumer marketing, healthcare, corporate communications, nutrition and crisis & issues management.</p> <p>Dave currently consults to a range of clients across the region in the Automotive, IT, FMCG, Financial and Energy industries. He is also part of the core team advising the Government of Dubai on its international communications strategy and policies.</p> <p>Previous clients include: Xerox, Allied Domecq, NOP Research Group, GfK Research, Royal London Society for the Blind, Siemens, Siemens Mobile, Raytheon, HSBC, Epson, Intel, Atos Origin, Schlumberger Sema, LaFarge Cement Group, Wyeth Pharmaceutical, ING Group, LAMDA Development Group, Petrola, Time Magazine, Reckitt & Colman, British Telecom, Britannia Music, McDonalds, Warner Home Video, Marks & Spencer, EMC, Ericsson, Triumph, Acambis and Stanley Leisure.</p> <p>Other information</p> <p>Dave is a graduate of Edinburgh University and holds an MA Hons degree in Italian. He is on the Executive Committee of MEPRA (The Middle East PR</p>

	<p>Association) and is a member of the Hellenic Public Relations institute.</p> <p>He is fluent in Greek and Italian, a good working knowledge of French and is currently trying to learn Arabic.</p>
<p>Alec Peck</p>	<p>Current Position Alec Peck is the Managing Director for Hill & Knowlton's operations in Bahrain and Saudi Arabia. He is a corporate PR specialist who has advised clients on corporate reputation, brand communications, executive profiling, investor relations, issues management, public affairs, internal communications, media relations and grass roots mobilisation, amongst other communications disciplines.</p> <p>Alec has specialised in communications consultancy across a multitude of industry sectors and has led international programmes for a variety of multinational clients.</p> <p>Prior History Alec joined Hill & Knowlton in 2006 and brings over extensive experience in business-to-business and corporate communications to the role. He joined Hill & Knowlton from another global PR agency, Text 100, where he was tasked with establishing a corporate practice across EMEA as well as providing senior counsel to major blue chip clients.</p> <p>During his time Alec led the communications surrounding Europe's biggest private equity buyout, a reported \$10.2 billion, when Philips Semiconductors became NXP Semiconductors.</p> <p>Previous to this Alec headed up the UK corporate team for Edelman. During this time Alec ran the Microsoft account which included 12 individual programmes and employed 22 full time consultants. The scope of work crossed a multitude of communications disciplines ranging from product launches to EU litigation and the Shared Source Initiative but concentrated on the Executive Positioning of Neil Holloway, then Vice President of Microsoft EMEA.</p> <p>In addition Alec ran the European PR programme for UPS and the then subsidiaries UPS Capital and UPS Supply Chain Solutions. This included full press office support, issues management, executive profiling, public affairs and service announcements. Alec also led the communications surrounding the rebranding of the company in 2001.</p> <p>In 2004 Alec was seconded to the Edelman office in Seattle to orchestrate the communications programme in preparation for the launch of the Microsoft Xbox 360 gaming console.</p> <p>Alec began his career at Burson-Marsteller where he spent a significant amount of time working with clients in Saudi Arabia, Qatar and the UAE. The majority of his time at B-M involved working on corporate campaigns including SABIC, Equitable Life, BP and Daimler Chrysler.</p> <p>Other information A British citizen, Alec grew up in Edinburgh, Scotland and received a BA (Hons) in Communication from Napier University, Edinburgh.</p>
<p>Brian Shrowder</p>	<p>Current Position Brian Shrowder is Hill & Knowlton's Director of Crisis and Training providing clients with expert counsel in crisis and issues management, media and stakeholder relations strategies, and media and presentation skills training.</p>

	<p>Brian's clients include major international companies in the fields of telecommunications, petrochemicals, banking and finance, and food and beverage.</p> <p>Prior History Brian joined Hill & Knowlton in Australia in 2001, following a 20 year career in broadcast journalism as a leading television journalist and producer.</p> <p>His roles included Network News Producer for the TEN television network in Australia, supervising the production and editorial content of news stories across the network and managing relationships with Reuters, CNN and the BBC. He was also the Executive Producer of a national morning news program and a producer of nightly newscasts. As a reporter, Brian Shrowder won several national and local awards for his work.</p> <p>At Hill & Knowlton, Brian has been a senior member of the Asia-Pacific Crisis and Training practice and, most recently, General Manager of Hill & Knowlton in Kuwait.</p> <p>Other Information Brian has provided strategic communications counsel on sensitive issues for the Australian Government and conducted crisis planning, simulations and product recalls for clients in the petrochemicals, pharmaceuticals and retail sectors.</p> <p>He has provided crisis and media training for clients such as HP, Kodak, ExxonMobil, Lockheed Martin, Kellogg, Emirates Foundation, EFG-Hermes and Qatargas.</p> <p>Brian holds a Bachelor of Laws degree from the University of Adelaide.</p>
<p>Rob Foyle</p>	<p>Current Position Rob is Associate Director for Hill & Knowlton Saudi Arabia, based in Riyadh, and is responsible for the day-to-day operations of our offices in Riyadh and Jeddah.</p> <p>Focusing on both our KSA client's and the account teams that service them, Rob's remit is to ensure a high level of client service and satisfaction.</p> <p>Prior History Prior to rejoining the Saudi operation Rob worked with H&K Dubai for two years. With a background in corporate communications, his clients included Dubai Holding, Shell, Boeing and SABIC.</p> <p>Before joining the Dubai operation, Rob spent nearly two years as an Account Manager with H&K Riyadh. Here, his main client was SABIC, where he was based at its headquarters building. H&K runs a global PR campaign for SABIC, and Rob acted as primary liaison between the client, and H&K offices in the Gulf, London, the US and Singapore.</p> <p>Before moving to the Gulf, Rob spent over two years in Hill & Knowlton's Corporate group in London.</p> <p>Other information Rob graduated from the University of the West of England in 1998 with a 2:1 BA(Hons) degree in Business Studies with Combined Science. As part of his degree, he spent a year working in the HR department at Sizewell B Power Station.</p> <p>Before joining H&K, he spent a year travelling through Africa, from Cairo in the North to Cape Town in the South.</p>

<p>Chris Pratt</p>	<p>Current Position Chris is an Account Director for Hill & Knowlton, based in Dubai, UAE. Chris has a background in corporate communications encompassing media relations, public affairs, CSR, crisis and internal communications. He is presently responsible for Internal Communications programs for Dubai Holding and Sama Dubai, and the regional PR program for SABIC. Other clients include Interpipe, Halliburton, Boeing and McKinsey & Company. Chris has also worked on projects for the Government of Dubai, Western Union, Moody's and the Gulf Petrochemicals and Chemicals Association.</p> <p>Prior History Before joining Hill & Knowlton Chris worked in London for Weber Shandwick focused on clients in the financial services sector including Royal Bank of Canada and Mastercard.</p> <p>Prior to that Chris worked for Euro RSCG Biss Lancaster in London where he managed pan-European networks of agencies for clients that included United Technologies Corporation, ANZ Banking Group, Stanley Leisure plc, BAE Systems and the Royal British Legion. Chris' work for these clients has ranged from public affairs at a UK & European level, to UK media relations. Chris has also managed crisis communications planning and issues management for various clients including Dun & Bradstreet.</p> <p>Chris has also worked for Financial Dynamics conducting corporate and financial communications for clients in the technology and telecoms sectors.</p> <p>Other Information Chris graduated from Kingston University, England in 2002 having gained a 2:1 honours degree in Business Studies and being granted the Dean's prize.</p> <p>Chris is an associate member of the UK Chartered Institute of Public Relations.</p>
<p>Hani Okaily</p>	<p>Current Position Hani joined H&K in December of 2006. He is currently handling a number of clients in the Riyadh office such as SAMA, Ma'aden and Microsoft. He is responsible for running media and corporate communications campaigns for these clients, in addition to participating in new business development for the H&K Saudi Arabia Office.</p> <p>Prior History Hani held the position of Assistant Corporate Marketing manager at DSP, where he oversaw its corporate launch and participation at a number of local and international exhibitions.</p> <p>He has also worked as a freelancer where he participated in organizing the Saudi Mega Projects Forum and the Saudi Medium and Small Businesses Forum held by the Eastern Province Chamber of Commerce. His most recent project was running a communications project in the Asir region of the Kingdom, coordinating various princes and a dozen different government departments culminating in an event showcasing the region's achievements to HRH King Abdullah Al Saud.</p> <p>Other Information Hani comes from a science background. He has always had an interest in the communications field. He held several communication positions at his university student union in addition to several leadership positions within the student body and community.</p> <p>Coming from a Saudi/American family, Hani prides himself on having Western</p>

	professional values with plenty of Arabic charm!
Sami Amin	<p>Current Position Sami joined Hill and Knowlton in Bahrain in May 2004 as an Account Executive. He is a Saudi national based in Bahrain and is a member of the account handling team working across a range of corporate, technology and business clients including Gulf Business Machines (GBM), Zamil Industrial Investment Company (ZIIC), Nass Group and the Bahrain Economic Development Board.</p> <p>He has represented company clients at industry events in Iran (SABIC), the Eastern Province of Saudi Arabia (Saudi Aramco, ZIIC)</p> <p>His duties include media relations (drafting, editing, translating and distributing press releases) and event support (coordination of events, including photography, media relations, etc.)</p> <p>Other information Sami holds a bachelor's degree in Behavioural Neuroscience with a minor in Psychology from Lehigh University in the United States of America.</p> <p>He speaks Arabic and English.</p>
Manal Quota	<p>Current Position Manal joined the H&K team in Jeddah, Saudi Arabia on January 2007 as an Account Executive. She currently supports a number of clients in Jeddah including TetraPak and Saudi Readymix. She also provides ongoing support with all the Jeddah new business activity.</p> <p>Prior History Manal graduated from UCLA (University of California Los Angeles) with a B.A in political science. She also worked with Arab news, interned with Amnesty International and volunteered with UNICEF.</p>
Mugbel N. Al-Anzi	<p>Current Position Mugbel joined H&K team in Riyadh, Saudi Arabia, as an Account Executive, in June 2007.</p> <p>Prior History While Mugbel was studying at college, he also worked with ShowTime as a Customer Service and Selling Representative.</p> <p>As part of his degree Mugbel spent a year with SAMBA as a researcher in the financial institution department, analyzing and evaluating financial intermediates</p> <p>Prior to graduating Mugbel worked with the Wall St Institute, where he had a chance to be a member of an English language teaching team.</p> <p>Other information Mugbel graduated from KFUPM (King Fahad University of Petroleum and Minerals) with a B.A in finance & economics.</p>
Lulwa Al-Kilani	<p>Current Position Lulwa Al-Kilani joined Hill & Knowlton in July 2007. Based in Bahrain, she is a member of the account handling teams on clients including Bahrain World Trade Centre (BWTC), the Ministry of Works and Housing (MWH) and First Bahrain, a Gulf-wide real estate investment company. Her duties include media relations and event management.</p> <p>Other information Lulwa holds a PhD in Conflict Resolution from the University of Edinburgh and an MA in International Studies and Diplomacy from the School of Oriental and African Studies in London.</p>

	<p>She has professional research experience with the King Abdullah II Design and Development Bureau and the Queen Zein AlSharaf Institute for Development in Jordan, the Criminal Tribunal of Rwanda in Tanzania and with UNICEF in Lebanon.</p> <p>She is fluent in spoken and written English and Arabic.</p>
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