

U.S. Department of Justice

Washington, DC 20530

Exhibit A to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. 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 FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. 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 in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .22 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, FARA Unit, Counterintelligence and Export Control Section, National Security 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

Hill and Knowlton Strategies, LLC

2. Registration Number

3301

3. Primary Address of Registrant

Hill and Knowlton Strategies, LLC
C/O Sarah Riley
641 S Street, N.W.
Washington, DC 20001

4. Name of Foreign Principal

World Health Organization

5. Address of Foreign Principal

20 Avenue Appia
CH - 1211 Geneva 27
Switzerland

6. Country/Region Represented

N/A - The World Health Organization ("WHO") is a specialized agency of the United Nations.

7. Indicate whether the foreign principal is one of the following:☐ Government of a foreign country¹☐ Foreign political party☒ Foreign or domestic organization: If either, check one of the following:☐ Partnership☐ Committee☐ Corporation☐ Voluntary group☐ Association☒ Other (*specify*) Specialized agency of the United Nations☐ Individual-State nationality _____**8. If the foreign principal is a foreign government, state:**

a) Branch or agency represented by the registrant

b) Name and title of official with whom registrant engages

¹ "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

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

- a) Name and title of official with whom registrant engages

- b) Aim, mission or objective of foreign political party

10. 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.

The WHO is a specialized agency of the United Nations; its objective is the attainment by all peoples of the highest possible level of health.

- b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Owned by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Directed by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Controlled by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Financed by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Subsidized in part by a foreign government, foreign political party, or other foreign principal	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

11. Explain fully all items answered "Yes" in Item 10(b).

The WHO receives its funding from two main sources: Member States paying their assessed contributions (membership dues from member countries), and voluntary contributions from Member States and other partners.

12. 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.

The World Health Assembly is the supreme decision-making body for the WHO. It generally meets in Geneva in May each year, and is attended by delegations from all 194 Member States. Its main function is to determine the policies of the WHO.

The Health Assembly appoints the Director-General, supervises the financial policies of the WHO, and reviews and approves the proposed program budget.

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to Registration Statement, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

July 14, 2020

Andy Scharf

/s/ Andy Scharf

eSigned

U.S. Department of Justice

Washington, DC 20530

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. Compliance is accomplished by filing an electronic Exhibit B form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. 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 FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. 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 in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .32 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, FARA Unit, Counterintelligence and Export Control Section, National Security 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

Hill and Knowlton Strategies, LLC

2. Registration Number

3301

3. Name of Foreign Principal

World Health Organization

Check Appropriate Box:

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. What is the date of the contract or agreement with the foreign principal? 5/1/2020
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

The agreed upon terms and conditions of the engagement are reflected in the attached Statement of Work ("SOW"). Please note that, while the SOW indicates an expected completion date of June 15, 2020, work on the engagement is ongoing. After a thorough analysis of the nature of the engagement, Hill and Knowlton Strategies, LLC ("H+K") is registering as a matter of prudence.

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

As detailed in the attached SOW, H+K has been engaged to assist the World Health Organization ("WHO") by establishing a baseline measure of public awareness and perceptions of the WHO, identifying influencers in key regions, and developing message strategies in order to ensure there is trust in the WHO's advice and that public health guidance is followed.

10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act¹.

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 response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

See response to Item 9.

11. Prior to the date of registration² for this foreign principal has the registrant engaged in any registrable activities, such as political activities, for this foreign principal?

Yes ☒ No ☐

If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Set forth below a general description of the registrant's activities, including political activities.

Beginning on May 1, 2020, H+K began conducting research and survey work to gather information in order to establish a baseline measure of public awareness and perceptions of the WHO and, subsequently, began work on identifying influencers in key regions.

Set forth below in the required detail the registrant's political activities.

Date	Contact	Method	Purpose
See above.			

12. During the period beginning 60 days prior to the obligation to register³ for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise?

Yes ☐ No ☒

If yes, set forth below in the required detail an account of such monies or things of value.

Date Received	From Whom	Purpose	Amount/Thing of Value
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Total

13. During the period beginning 60 days prior to the obligation to register⁴ for this foreign principal, has the registrant disbursed or expended monies in connection with activity on behalf of the foreign principal or transmitted monies to the foreign principal?

Yes ☒ No ☐

If yes, set forth below in the required detail and separately an account of such monies, including monies transmitted, if any.

Date	Recipient	Purpose	Amount
05/31/2020	Logit Group Inc.	Programming, hosting, translations and tables for message testing survey research.	\$32,200.00
06/09/2020	Christopher Blunt	Advanced analysis on message testing research survey	\$1,500.00

¹ "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.

^{2,3,4} Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to Registration Statement, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date	Printed Name	Signature	
July 14, 2020	Andy Scharf	/s/ Andy Scharf	eSigned



STATEMENT OF WORK

This Statement of Work ("SOW") is entered into between Hill and Knowlton Strategies, LLC d/b/a Hill+Knowlton Strategies ("H+K") and World Health Organization ("Client").

1. Description of Project Services: See Attachment A for a description of the services that H+K has been retained by the Client to provide. This SOW pertains to phase 1 as outlined in the attachment.
2. Start Date: 1 May 2020
3. Expected Completion Date: 15 June 2020
4. Fees and Payment Terms: Fees for this phase of the work will total USD 135,000

Fees for this phase will be billed in two, equal installments of \$67,500 and will be payable within 30 calendar days of receipt of invoice. Travel, accommodation, and other out of pocket expenses will be billed at net cost. In anticipation of extraordinary expenses or time to be incurred, H+K shall have the right to request up-front payment of certain charges.

Client will pay H+K the net cost of all materials, services and rights obtained by H+K from third-party vendors on Client's behalf, such as production, printing, wire services and media buys, plus a fifteen (15) percent administration fee. In obtaining such materials, services and rights, H+K will act as agent for Client with Client as the disclosed principal. H+K will only be liable for the cost of the goods and services purchased and other obligations on Client's behalf to the extent H+K has been paid by Client. For amounts not paid, Client will be solely liable to the third-party vendor. Further, with respect to production and media expenses, H+K will always be in receipt of payment from Client in time to meet vendor payment due dates. Client acknowledges and agrees that H+K may bind client with respect to H+K's obtaining of such materials, services and rights, subject to applicable industry acceptable terms and conditions including but not limited to the IAB standard terms (version 3.0)(The "IAB 3.0 Terms"), and reasonable deviations therefrom.

Warranties; Indemnity; Limitation of Liability

- a) Client agrees to exercise due diligence in its directions to H+K regarding the preparation of materials and represents and warrants to H+K that Client is able to substantiate all claims and representations made or furnished by Client or its representatives to H+K. If Client furnishes any information or materials for H+K to use for purposes of this SOW, Client represents and warrants to H+K that Client has all rights, titles and interests necessary for H+K to use such information or materials. Client is responsible for and hereby agrees, prior to publication, to obtain all legal clearances of materials designed or developed by H+K for Client, including, without limitation, verifying the accuracy and completeness of all content, researching, obtaining and filing all intellectual property protections, and ensuring Client's compliance with all applicable laws and regulations. Client further represents and warrants that Client conducts its business and shall continue to conduct its business in compliance with all applicable laws and regulations.
- b) Client agrees to indemnify and defend and hold harmless H+K from and against any and all losses, fines, penalties, claims, damages, expenses (including reasonable attorney's fees and



disbursements, **staff time charges and out of pocket expenses**) or liabilities ("**Damages**") which H+K may incur as a result of (i) the negligence, misconduct and/or any failure of Client or their employees to comply with all applicable laws and regulations; (ii) any materials, releases, reports, or information supplied to H+K by, or on behalf of, Client, except to the extent such Damages are directly and solely attributable to H+K's willful misconduct; and (iii) any breach of this SOW and/or any SOW.

In the event that H+K is required to respond or asked to assist Client in connection with litigation commenced or threatened against Client by third parties (for example, by complying with a document subpoena or deposition notice served upon H+K), Client agrees to defend, indemnify and hold harmless H+K against any costs, liabilities or damages (including attorney's fees, staff time charges and out-of-pocket expenses) arising from any investigation of the acts or practices of Client, including, without limitation, any costs or expenses related to compliance with any third party subpoena or other discovery request arising from such matters.

- c) The Services and all materials (including, without limitation, information, advertising, content and online communication vehicles such as websites) provided by H+K to Client hereunder are provided "**As-Is**" without warranty of any kind and H+K hereby disclaims all warranties, either express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, title, non-infringement, accuracy, reliability, freedom from error, freedom from interrupted use and any implied warranties arising from course of dealing, usage of trade, or course of performance. H+K shall not be liable under any circumstance to Client for any special, consequential, punitive, incidental, lost profit or other indirect damages, even if advised of the possibility of the same. H+K's total aggregate liability for any claim of any kind arising as a result of or related to this SOW, whether based in contract, warranty, or any other legal or equitable grounds, shall be limited to the amounts received by H+K from Client for the Project(s) which form(s) the basis of such claim. The parties agree that the foregoing limitations represent a reasonable allocation of risk under this SOW.

Ownership Of Materials

- a) All tangible work product produced by H+K specifically on behalf of Client during the term of this SOW (collectively, "**Materials**"), shall, as between H+K and Client, be deemed Client's property exclusively (subject, however, to any licensed third-party rights retained therein), provided that Client pays for such Materials in accordance with this SOW. All such Materials belonging to Client that 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, H+K, without further consideration, hereby assigns all such rights, title and interest in the copyright of Materials to Client, and H+K agrees, at the request and expense of Client, to execute and deliver such documents and instruments as shall be reasonably necessary to evidence Client's ownership.
- b) The foregoing clause (a) shall not apply to the extent that Materials or works created or prepared by H+K on behalf of Client consists of material that: (i) was owned by, or licensed to, H+K, prior to the execution of this SOW; (ii) is separate from the performance of Services hereunder; (iii) constitutes H+K's generic and business information, tools, methodologies, code, proprietary information/services, media lists and third-party relationships held by H+K; and/or (iv) is computer software or elements thereof that may have been developed by H+K in connection with its Services hereunder, which shall remain H+K's property.

[Signature Page Follows]



IN WITNESS WHEREOF, the Parties have executed this SOW effective as of the Start Date set forth above.

Client: Christopher Bailey/Andrew Pattison

Hill and Knowlton Strategies, LLC
DBA H+K Strategies

By: _____

By: _____

Name: _____

Name: Jeff Marcus

Title: _____

Title: Regional Chief Financial Officer

Date: _____

Date: _____

By: _____

Name: Sam Lythgoe

Officer

Title: Global Chief Business Development

Date: _____



OVERVIEW

It has never been a more critical time to ensure that public health messages are understood and resonate across the world. The WHO is a science and evidence based beacon of such information. However there has been criticism and assertions leveled against the World Health Organization (WHO) and media coverage that could undermine WHO as a trusted and critical information source on global public health issues.

Whilst the temptation could be to react every time, a sound, considered and thoughtful approach will mitigate the risk of further inflaming the situation.

Sound research must be the first step to establish the foundation to build a communications framework. Covid-19 has dominated day-to-day conversations, but not all voices are equal and not all are cutting through and being listened to. Having an understanding of the most persuasive messages will be a valuable asset and one we recommend testing alongside the influencer analysis.

OBJECTIVES

The goal of the research is to 1) understand the understanding of the WHO 2) understand influential voices in similar subject areas

We will then make some recommendations to help ensure science and public health message credibility from the WHO **in order to ensure there is trust in the WHO's advice and that public health guidance is followed**

Below is a recommended approach that includes influencer understanding, message testing and planning. Each section is broken out separately both in terms of process and budget so that we can scale the work accordingly to meet your needs.

PHASE 1 – INFLUENCER IDENTIFICATION AND MESSAGE TESTING

Influencer Understanding

Using our proprietary global analytics tool Sherlock+, H+K will identify influencers in key regions based on their relevance, reach and engagement. Influencers possess different strengths and serve different purposes, and we will classify leading voices across three categories:

- Macro Influencers – those with large followings (1M+) such as celebrities for greater amplification of WHO messaging
- Micro Influencers – those with smaller but highly engaged followings who function as trusted advisors and informed validators
- Hidden Heroes – those without significant followings but who nevertheless shape and guide conversations, such as health experts appearing frequently on news programs

We will consider those driving coverage and conversations in the following areas:



- The scientific, medical and health community – to ensure they believe and advocate the advice given
- Media – to ensure that articles are balanced in a time of concern verging on panic and uncertainty
- NGOs – to ensure peer groups and local grassroots organizations endorse the role of WHO and its advice
- The informed public – those that read everything and use their own channels and networks to validate or invalidate claims

Message testing

It will be critical to establish a baseline measure of public awareness and perceptions of WHO.

To this end, H+K recommends conducting an online survey to measure WHO awareness and perceptions. The survey audience will be informed voters – defined as individuals who vote in most or all elections and closely follow policy issues on traditional and social media. We will field 1,000 surveys per country selected and have provided scaled budget options below.

We will work with WHO to develop the questions but anticipate the survey will explore:

- Awareness, perceptions and credibility of WHO relative to other U.S. and international health organizations (e.g., CDC, Doctors Without Borders, CARE International, World Bank, United Nations)

PHASE 2 – PLAN FRAMEWORK

Upon completion of the research and with prior approval from WHO, H+K will build on the insights provided by Phase 1 research to develop a program framework

TIMELINE + BUDGET

We expect the full research and planning process will take approximately 6 weeks, including one month for conducting the influencer identification and message testing research, and another two weeks to analyze all results and develop the plan.

We understand the importance of local knowledge and nuance and as such will tap into local teams for necessary regions, but the core team will be formed of Head of our Data + Insights team, Nick Driver; Senior Vice President of our Data + Analytics team, John Gillooly; Senior Vice President and ex-president of the White House Correspondents' Association, Ron Hutcheson and Senior Vice President and public affairs specialist, Joe Householder. Oversight by Sam Lythgoe our Global Chief Business Development Officer and our Global Chairman and CEO AnnaMaria DeSalva who has deep experience in healthcare and complex stakeholder engagement, will be invested pro-bono.



As such, we offer below a breakout of costs for the program at three tiered levels based on desired countries to be included.

Tier 3: U.S., UK and four additional countries	
Phase 1: Influencer Identification	\$30,000 USD
Phase 1: Message Testing	\$65,000 USD
Phase 2: Campaign Plan Framework	\$40,000 USD
Total	\$135,000 USD