OMB
No. 43-R226
Approval Expires Oct. 31, 1981

OCT 29 1 42 PM '82

REGISTRATION UNIT

UNITED STATES DEPARTMENT OF JUSTICE
WASHINGTON, D.C. 20530

Form OBD-68
(Rev 10-14-76)
Formerly DJ-307
for

AMENDMENT TO REGISTRATION STATEMENT

Pursuant to the Foreign Agents Registration Act of 1938, as amended.

1. Name of Registrant	2. Registration No.
Ruder Finn & Rotman, Inc.	1481

3. This amendment is filed to accomplish the following indicated purpose or purposes:

- [ ] To correct a deficiency in
  - [ ] Initial Statement
  - [ ] Supplemental Statement for _____
- [ ] To give notice of change in an exhibit previously filed.
- [ ] To give a 10-day notice of a change in information as required by Section 2(b) of the Act.
- [X] Other purpose (specify) To satisfy Department of Justice request for copies of Contracts for Japan External Trade Organization.

4. If this amendment requires the filing of a document or documents, please list-

Japan External Trade Organization's contract with: Ruder&Finn - 4/1/81-3/31/82 and Ruder Finn & Rotman - 4/1/82-3/31/83

5. Each item checked above must be explained below in full detail together with, where appropriate, specific reference to and identity of the item in the registration statement to which it pertains. If more space is needed, full size insert sheets may be used.

The above notified Department of Justice of work contracted for by Japan External Trade Organization from Ruder & Finn Incorporated and Ruder Finn & Rotman Incorporated.

The undersigned swear(s) or affirm(s) that he has (they have) read the information set forth in this amendment and that he is (they are) familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his (their) knowledge and belief.

(Both copies of this amendment shall be signed and sworn to before a notary public or other person authorized to administer oaths by the agent, if the registrant is an individual, or by a majority of those partners, officers, directors or persons performing similar functions who are in the United States, if the registrant is an organization.)

Abraham D. Peritz
Abraham D. Peritz
Treasurer

Subscribed and sworn to before me at New York, New York

this 22 day of October, 19 82

Josephine L. Colon
(Notary or other officer)

JOSEPHINE L. COLON
Notary Public, State of New York
No. 31-0714870 Qual. in N. Y. Co.
Cert. filed in Ons., Kings & Bx. Cts.
Commission Expires March 30, 1983

My commission expires _____

DOJ

RF
&R

RUDER FINN & ROTMAN

Oct 29
REGISTRATION

CONTRACT

JETRO/JAPAN TRADE CENTER

NEW YORK

RUDER FINN & ROTMAN

April 1, 1982 - March 31, 1983

RUDER FINN & ROTMAN, INC., 110 EAST FIFTY-NINTH STREET, NEW YORK, N.Y. 10022. TEL. (212) 593-6400 CABLE: RUFIRO, TELEX: RCA 236132
OFFICES: CHICAGO, LOS ANGELES, TORONTO, WASHINGTON, D.C. INTERNATIONAL PARTNERS: AMSTERDAM, BARCELONA, DUSSELDORF
[illegible] LONDON, MADRID [illegible] ROTTERDAM, STUTTGART, TOKYO, TORONTO, VIENNA

CONTRACT

Japan Trade Center, 1221 Avenue of the Americas, New York, N.Y. (hereinafter referred to as "A") and Ruder Finn & Rotman, 110 East 59th Street, New York, N.Y. (hereinafter referred to as "B") mutually agreed and concluded on this date this contract under the terms and conditions as follows:

Article 1

For the purpose of dissemination of trade and economic information on Japan so as to help facilitate relations and understanding between Japan and the United States, A agrees to employ and B agrees to provide necessary services of B.

Article 2

Under this agreement, B shall assume the responsibility to plan and carry out such public affairs activities as would suit the purpose of the agreement, and to give constant proposals and advice to A, as well as to respond to consultation of A in connection with A's activities.

Article 3

B's responsibility as mentioned in Article 2 of this agreement shall include the following:

1. Daily observation and analysis of the key issues affecting the economic and trade relations between Japan and the United States, the results of which shall be reported to A whenever necessary.

2. Arrangements for interviews or talks with officials of the government, leaders in trade circles, personnel or press and communications media, and for conferences, meetings and any other gatherings which may be deemed to be necessary.

3. Moderating meetings when appropriate.

4. Giving of advice and counsel for the preparation of advertisements in newspapers, magazines and other publications and undertakings of publicity by means of radio, television and other communications media.

5. Submitting to A, on a monthly basis and by the 15th of the month in sequence a report including analysis of and comment on the important news and articles appearing during the reporting period and having bearing upon economic and trade relations between the two countries, and therefore deemed valuable to the purpose of this contract. This report shall be accompanied by pertinent clippings supporting the analysis.

Article 4

In addition to the reports as mentioned in the preceding article, B shall submit to A timely reports on specific matters of importance.

These timely reports shall include analysis of and comment on the key issues affecting Japan-United States economic and trade relationships and information about movements, laws and regulations discriminatory to Japan at present or the possibility in the future of realizing similar effects, together with suggestions regarding counter-measures against them.

Article 5

For the services and activities of B, A shall agree to pay the following expenses:

1. Monthly agent fee in the sum of U.S. dollars two thousand five hundred ($2,500) beginning April 1, 1982, which shall be paid in advance.

2. All the expenses incurred by B in the course of conducting activities or enterprises as described in Article 3 of the agreement but within the limit of estimation submitted beforehand by B.

   Such expenses shall include: telephone and telegraph, travel, mailing, messenger delivery, photographs, mimeograph, print, duplication and other expenses to be approved by A as reasonable and appropriate in the performance of the activities.

   The communications and printing expenditures of B shall not exceed $700 per month. Thus $700 shall be the maximum amount of A's monthly reimbursement to B for expenses incurred for activities of Article 3. A shall submit an estimation of such expenditures to A every month as stated in the contract.

Article 6

For the agent fee and the expenses provided for in Article 5 of this agreement, B shall bill A on a monthly basis, and the payment to B shall be made within fifteen (15) days from the date of the receipt of the relative bills by A.

Article 7

Regardless of Article 5 of this agreement, both A and B shall agree to the following:

1. If additional projects not covered by this agreement are to be carried out either by reasons of A or B, and if the time requirement for the Japan Desk should be substantially increased, consultation could be held between A and B towards a possible fee adjustment.

2. Before B incurs any expenses as mentioned in item 2 of Article 5, B shall be obligated to submit an estimate and obtain prior consent of A as to the necessity and extent of such expenditure.

Article 8

This contract shall be for the duration of twelve (12) months. However, this contract shall be renewable by mutual consent if the results in the preceding twelve months are found satisfactory and if the program for the next year to be submitted by B by January 31, 1983.

Article 9

1. This contract shall be cancelled by either A or B with two (2) months advance written notice at the end of any month.

2. A shall reserve the right to cancel this contract with three (3) weeks advance notice shall B turn over to a third party the rights and obligations provided for in this contract without consent and approval of A.

3. A shall also reserve the right to cancel this contract at any time should B fail to meet any of the obligations as stipulated in this contract.

Article 10

Should the contract be cancelled in accordance with the provision of item 2 and 3 of Article 9, B shall have no rights to demand compensation in any form from A. However, concerning the activities or enterprises which were already requested or approved by A and are capable of being stopped in the middle, A shall reimburse B all the expenses for those which B actually spent in accordance with the stipulations provided for in Article 6. And concerning such activities or enterprises which may be considered to be hard to stop in the middle of execution, B shall have responsibility to complete such assignments within the limit of terms as may be designated by A, and A shall reimburse B all the expenses for those B actually needed for completion.

Article 11

1. If there should arise any doubt about the terms and conditions of this contract, it shall be settled upon mutual consent of A and B.

2. This contract shall be confirmed to be mutually agreed and concluded pursuant to the regulations and laws of the United States.

3. This contract shall be made in duplicate, and A and B shall retain each copy being duly signed by both A and B.

ACCEPTED, AGREED AND SIGNED:

FOR JETRO/JAPAN TRADE CENTER
NEW YORK CITY

Takao Tominaga
Chief Executive Director

FOR RUDER FINN & ROTMAN
NEW YORK CITY

Norman Weissman
President

RUDER & FINN

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REGISTRATION UNIT

CONTRACT

JETRO/JAPAN TRADE CENTER

NEW YORK

RUDER & FINN INCORPORATED

April 1, 1981 - March 31, 1982

RUDER & FINN, INC., 110 EAST FIFTY-NINTH STREET, NEW YORK, N.Y. 10022. TEL. (212) 593-6400 CABLE RUDERFINN
OFFICES: CHICAGO, DALLAS, HOUSTON, LOS ANGELES, SAN FRANCISCO, WASHINGTON, D.C., LONDON, JERUSALEM, PARIS, TOKYO, TORONTO

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These timely reports shall include analysis of and comment on the key issues affecting Japan-United States economic and trade relationships and information about any movements, laws and regulations discriminatory to Japan at present or the possibility in the future of realizing similar effects, together with suggestions regarding counter-measures against them.

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2. All the expenses incurred by B in the course of conducting activities or enterprises as described in Article 3 of the agreement but within the limit of estimation submitted beforehand by B.

   Such expenses shall include: telephone and telegraph, travel, mailing, messenger delivery, photographs, mimeograph, print, duplication and other expenses to be approved by A as reasonable and appropriate in the performance of the activities.

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1. If additional projects not covered by this agreement are to be carried out either by reasons of A or B and if the time requirement for the Japan Desk should be substantially increased, consultation could be held between A and B towards a possible fee adjustment.

2. Before B incurs any expenses as mentioned in item 2 of Article 5, B shall be obligated to submit an estimate and obtain prior consent of A as to the necessity and extent of such expenditure.

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1. This contract shall be cancelled by either A or B with two (2) months advance written notice at the end of any month.

2. A shall reserve the right to cancel this contract with three (3) weeks advance notice shall B turn over to a third party the rights and obligations provided for in this contract without consent and approval of A.

3. A shall also reserve the right to cancel this contract at any time should B fail to meet any of the obligations as stipulated in this contract.

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2. This contract shall be confirmed to be mutually agreed and concluded pursuant to the regulations and laws of the United States.

3. This contract shall be made in duplicate, and A and B shall retain each copy being duly signed by both A and B.

ACCEPTED, AGREED AND SIGNED:

FOR JETRO/JAPAN TRADE CENTER
NEW YORK CITY

On April 1, 1981

Takao Tominaga
Chief Executive Director

FOR RUDER & FINN INCORPORATED
NEW YORK CITY

On April 1, 1981

David Finn
Chairman

RUDER & FINN

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AGREEMENT

Article 5, number 2 of the contract between Japan Trade Center (A) and Ruder & Finn, Inc. (B) concerning payment of expenses of B's information gathering activities are subject to the following agreement supported by both A and B.

The communications and printing expenditures of B shall not exceed $700 per month. Thus $700 shall be the maximum amount of A's monthly reimbursement to B for expenses incurred for activities of Article 3. B shall submit an estimation of such expenditures to A every month as stated in the contract.

ACCEPTED, AGREED AND SIGNED:

FOR JETRO/JAPAN TRADE CENTER
NEW YORK CITY

On April 1, 1981

Y. Nakata

Yutaka Nakata
Executive Director of Public Affairs

FOR RUDER & FINN INCORPORATED
NEW YORK CITY

On April 1, 1981

Norman Weissman
President, Ruder & Finn-New York