JAN 1977

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

-R0216 Approval expires Oct. 31, 1981

EXHIBIT A

TO REGISTRATION STATEMENT

Under the Foreign Agents Registration Act of 1938, as amended

3. N	Japan-U.S. News And Communications (JUSNAC) 900 17th Street, N.W., Suite 520, Washington, D. Ame of foreign principal Embassy of Japan dicate whether your foreign principal is one of the following type:	4. Principal ad	dress o	None of foreign principal setts Avenue, C. 20008
5. Ir	Embassy of Japan Indicate whether your foreign principal is one of the following type:	2520 Mass	achus	setts Avenue,
	ndicate whether your foreign principal is one of the following type:			-
[X	Foreign government			
_				
L	Foreign political party			<u> </u>
	Foreign or domestic organization: If either, check one of the	e following:		
	Partnership Committee	-		** ** ** ** ** ** ** ** ** ** ** ** **
	Corporation Voluntary group		·.	<u>.</u>
	Association Other (specify)	· · · · · · · · · · · · · · · · · · ·	· · · · · · · · · · · · · · · · · · ·	
	Individual - State his nationality			
5 16	the foreign principal is a foreign government, state:			
) Branch or agency represented by the registrant. Information Section, Embassy of Japan			
ь) Name and title of official with whom registrant deals.			
	Counselor (Information) Kensaku Hogen			
7. If	the foreign principal is a foreign political party, state:			
a)	Principal address			
b	Not applicable Name and title of official with whom the registrant deals.			
c	Not applicable Principal aim			
	Not applicable			
	the foreign principal is not a foreign government or a foreign politic			

- a) State the nature of the business or activity of this foreign principal

b) Is this foreign principal		
Owned by a foreign governme	nt, foreign political party, or other fore	ign principal Yes 🕱 No 📋
Directed by a foreign governm	nent, foreign political party, or other for	reign principalYes 😿 No 🔲
Controlled by a foreign govern	nment, foreign political party, or other	foreign principalYes 🖾 No 🔲
Financed by a foreign govern	ment, foreign political party, or other fo	oreign principalYes 🔀 No 📋
Subsidized in whole by a fore principal	ign government, foreign political party,	or other foreign Yes 🛣 No 🗀
	n government, foreign political party, o	
Explain fully all items answered be used.)	"Yes" in Item 8(b). (If additional spa	ce is needed, a full insert page may
The Embassy of Japan to the government of the operations in this count:	United States and is in char	ive of the government of Japan, ge of most Japanese government
	anization and is not owned or controlled	
political party or other foreign pr Not applicable	incipal, state who owns and controls it	•
applicable		
Date of Exhibit A January 11, 1984	Name and Title Mike M. Masaoka, Publisher	Signature Min M. Month

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

EXHIBIT B

TO REGISTRATION STATEMENT Under 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. This form shall be filed in duplicate for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Name of Registrant

Japan-U.S. News And Communications

Name of Foreign Principal Embassy of Japan

Check Appropriate Boxes:

- 1. [x] The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach two copies of the contract to this exhibit.
- 2. [] There is no formal written contract between the registrant and foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach two copies of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
- 3. []] The agreement or understanding between the registrant and foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and the expenses, if any, to be received.

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

News and information are provided by the Embassy of Japan. Other sources include newspapers, magazines, publications, books, newsletters, etc. Items of interest will be selected and edited, with occasional comments, by the registrant, who will also be responsible for printing and mailing what is to be a periodic newsletter to those publications, organizations, and individuals on a mailing list also provided by the Embassy, which will approve the contents of each newsletter prior to printing and mailing.

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

Registrant will select and edit, with occasional comments, news and information provided in the main by the Embassy of Japan and from such other available sources as newspapers, magazines, books, and other publications. After approval of the selected items of interest by the Embassy, registrant will arrange to have them printed and then mailed on a periodic basis to a mailing list approved by the Embassy. These newsletters are planned for weekly distribution to ultimately about 1,200 addressees.

6. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act?1'

Yes [] No [x]

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

January 11, 1984

Name and Title Mike M. Masaoka Publisher Signature

Political activity as defined in Section .(o) of the Act means the dissemination of political propaganda and any other activity which the person engaging therein believes will, or which he intends to, prevail upon, indoctrinate, convert, induce, persuade, or in any other way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

AGREEMENT FOR EDITING, PUBLISHING AND DISTRIBUTION SERVICES

THIS AGREEMENT is made and entered into as of January 1, 1984 between the Embassy of Japan, hereinafter referred to as "The Embassy," and the Japan-U.S. News and Communications, hereinafter referred to as "JUSNAC."

WHEREAS, The Embassy requires editorial and publishing services to prepare and disseminate the publication "News from Japan"; and

WHEREAS, JUSNAC has agreed to provide the foregoing services to the Embassy.

IT IS HEREBY AGREED between the Embassy and JUSNAC that the following terms and conditions will govern the services of JUSNAC:

- 1. The Embassy hereby contracts with JUSNAC to provide, and JUSNAC agrees to provide, the following services pursuant to the terms of this Agreement.
 - a. The editing and preparation of articles for use in the weekly publication "News From Japan."
 - b. The dissemination of the publication to up to 1,200 selected journalists and other persons and organizations as directed by the Embassy.
- 2. In performing all services under this Agreement, JUSNAC shall at all times act as an independent contractor and nothing herein shall be construed to create the relation

of principal and agent or employer and employee between the Embassy and JUSNAC.

- 3. During the term of this Agreement, JUSNAC shall use its best efforts to avoid taking any action which it reasonably believes would conflict with its duties and obligations to the Embassy as set forth in this Agreement. This provision does not restrict JUSNAC from accepting work from other clients so long as said work is not in conflict with its duties and obligations as set forth in the Agreement.
- 4. JUSNAC shall not, without the Embassy's express written permission, reveal or otherwise make available to any other person, country or political organization any confidential or nonpublic information provided to JUSNAC by the Embassy.
- 5. To the extent that any material produced pursuant to this Agreement is made the subject of a copyright, such a copyright shall be in the name of the Embassy.
- 6. JUSNAC shall prepare and submit for the Embassy's approval any written matter to be distributed in accordance with the services described in Paragraph 1 herein.
- 7. The terms of this Agreement shall be for three months, from January 1, 1984 to March 31, 1984 and may be extended on an annual basis beyond such date by mutual agreement of the parties. The Agreement may be terminated by either party at any time by sending to the other party, by registered mail at the address noted in paragraph 12 herein, a written notice of intent to terminate the contract upon expiration of 30 days. Upon termination, payment shall be

made to JUSNAC at the rate per month described in paragraph 9 below up to the effective date of termination (if termination occurs as of any date other than that at the end of a full calendar month, a portion of a month shall be compensated prorated on the basis of a 30-day month.)

- 8. At the termination of the Agreement, JUSNAC shall, following receipt of all payments due hereunder, deliver to the Embassy all material in its possession which were prepared or obtained for use in conjunction with this Agreement.
- 9. The Embassy agrees to pay JUSNAC for professional services under this agreement as follows:
 - a. Twelve monthly payments of \$6,484 (\$3,000 for editing and publishing services and \$3,484 for production costs) each of which shall be made to JUSNAC within the first fifteen days of the calendar month in which payment is due.
- 10. All services performed under this Agreement are to be performed under the personal direction of Mike M. Masaoka or T. Albert Yamada. Each of the parties agrees, however, to give fair and sympathetic consideration to any problems which may arise and to cooperate to the fullest extent possible toward the resolution of such problems in a manner which will result in mutual benefit to both parties.
- 11. Any failure by the parties to carry out their respective obligations under this Agreement shall not be deemed a breach of contract if such failure is caused by

force majeure. For purposes of this Agreement, force majeure shall include wars, insurrections, civil disturbances, blockades, embargoes, strikes and other labor conflicts, riots, epidemics, earthquakes, storms, floods, or other adverse weather conditions, explosions, fires, lightning, orders or directions of any government or instrumentality or subdivision thereof, termination of diplomatic relations, acts of God, breakdown of facilities or machines, and any other cause (whether or not of the kind hereinabove described) over which the affected party does not have reasonable control and which is of such a nature as to make timely compliance with its obligations under this Agreement impossible or impracticable for the party affected. through force majeure the fulfillment of any term or condition of this Agreement shall be delayed, the period of delay shall be added to the terms or period fixed in this Agreement.

12. All correspondence, communications and notices related to this Agreement shall be addressed as follows:

If to the Embassy at Embassy of Japan
2520 Massachusetts Avenue, NW
Washington, DC 20008
Attn: Administrative Officer

If to Japan-U.S. News and Communications at -Suite 520, 900 17th St., N.W. Washington, D.C. 20006 All correspondence, communications and other notices shall be in the English language.

- 13. This Agreement shall be governed by and construed in accordance with the laws of the District of Columbia.
- 14. JUSNAC will not knowingly print any material or do anything that violates the laws of the United States or Japan, or is contary to the national interests of either country.
- 15. It is agreed that nothing in this Agreement shall be construed to expressly or impliedly constitute a waiver of the sovereign immunity of the Japanese Embassy, or officials of the Embassy.
- 16. This Agreement sets forth the entire Agreement between the Embassy and JUSNAC regarding services to be performed under this Agreement and no representation or promise not specifically set forth herein or in a subsequent written document agreed to by the parties, shall affect the duties or liabilities of either party hereto.

IN WITNESS WHEREOF the parties hereto have caused the Agreement to be duly executed as of the date first above written.

EMBASSY OF JAPAN

Japan-U.S. News and Communications

By

Makoto Watanabe

Minister

Mike M. Masaok

Publisher

Date: January 11, 1984

Date: January 11, 1984