

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, dissemination report, copy of political propaganda or other document or information filed with the Attorney General under this act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, D.C. One copy is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of such documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. Finally, the Attorney General transmits an annual report to the Congress on the Administration of the Act which lists the names of all agents and the nature, sources and content of the political propaganda disseminated or distributed by them. 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, D.C. 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, D.C. 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
Graham & James
2000 M Street, N.W. - Suite 700
Washington, D.C. 20036

2. Registration No.
3275

3. Name of foreign principal
Japan Electronic Industry
Development Association (JEIDA)

4. Principal address of foreign principal
3-5-8 Shibakoen, Minato-ku
Tokyo, Japan

5. Indicate whether your foreign principal is one of the following type:

- Foreign government
- Foreign political party
- Foreign or domestic organization: If either, check one of the following:
 - Partnership
 - Corporation
 - Association
 - Committee
 - Voluntary group
 - Other (specify)
- Individual—State his nationality

6. 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 deals.

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

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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

The JEIDA is a trade association of the Japanese computer industry. It gathers and distributes information about issues that affect its member companies.

b) Is this foreign principal

- 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 whole 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 may be used.)

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 controls it.

The JEIDA is a non-profit trade association consisting of 100 regular corporate members and 80 associate members. It has 26 directors and two auditors who are elected at a general meeting. The organization is financed through membership fees and miscellaneous dues.

Date of Exhibit A

Name and Title

Signature

January 11, 1990

Lawrence R. Walders
Partner



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 triplicate for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

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Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, DC. 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC. 20503.

Name of Registrant Graham & James	Name of Foreign Principal Japan Electronic Industry Development Association (JEIDA)
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Check Appropriate Boxes:

1. The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach three 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 three 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 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 the expenses, if any, to be received.

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

The JEIDA is a trade association of Japanese manufacturers of computers and related equipment. Registrant will furnish information to the JEIDA on developments in U.S. trade policy, intellectual property law and regulation of foreign investment. Registrant will also represent the interests of the JEIDA before the U.S. Congress and administrative agencies when requested by the JEIDA.

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

See paragraph 4.

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

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 agreement provides that registrant will represent the interests of the JEIDA before the U.S. Congress and administrative agencies when requested by the JEIDA. No requests for such representation have been made as of the date of this filing.

Date of Exhibit B

January 11, 1990

Name and Title

Lawrence R. Walders
Partner

Signature



¹Political activity as defined in Section 1(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 by 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.

RETAINER AGREEMENT

WHEREAS, the Japan Electronic Industry Development Association (hereinafter "JEIDA") wishes to retain the services of Graham & James; and

WHEREAS, Graham & James agrees to perform such services according to the following terms and conditions;

NOW THEREFORE, the parties agree as follows:

1. The initial term of this agreement will be for a period of six (6) months beginning on January 1, 1990 and ending on June 30, 1990.

2. The JEIDA has the right, upon written notice to Graham & James prior to the termination of said period, to renew the agreement on an annual basis subject to the agreement of Graham & James.

3. Either party shall have the right to propose amendments to the agreement, which shall be subject to the approval of the other party.

4. Graham & James agrees to provide the JEIDA with the following services during the period of this agreement:

A. Reporting Services

Graham & James will maintain current knowledge of developments in the matters described below in order to report on such developments to the JEIDA on a monthly basis, and will also provide immediate reports on important developments as they occur

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(1) Important developments in U.S. trade policy.

(2) Congressional developments relating to international trade and intellectual property that are relevant to Japan's computer trade with the United States.

(3) Developments in the administration of U.S. laws affecting import trade, including any petitions that affect products of interest to the JEIDA and administrative and court decisions that could have an impact on products that are exported to the United States by members of the JEIDA.

(4) Developments relating to U.S. regulations of exports of computers and related equipment under the Export Control Act, enforcement actions, international regulation through COCOM, and political disputes relating to export controls.

(5) Developments in the intellectual property law, including patent, trademark, and copyright-related actions under Section 337 of the Tariff Act of 1930 involving computers and related equipment, and significant court decisions in the intellectual property area.

(6) Developments relating to foreign investment in the United States which may have an important bearing on the interests of the JEIDA.

B. Consulting Services

In addition to the reports specified in paragraph 4A above, Graham & James will be available to provide information and advice to the JEIDA by telephone, fax or personal meetings. Such services will also be provided by the Tokyo office of Graham & James whenever possible.

C. Representational Services

Upon request by the JEIDA, Graham & James will represent the interests of the JEIDA before the U.S. Congress and U.S. Government agencies. Such services will include the preparation and presentation of testimony. The JEIDA will decide whether or not to request such services after receiving proposals from Graham & James.

5. The JEIDA agrees to pay Graham & James a retainer fee in the amount of US\$7,000 per month in return for the reporting and consulting services described in paragraphs 4A and 4B. The fees for representational services described in paragraph 4C will be billed separately according to the standard billing rates at Graham & James, and will be added to the retainer fee payable for the applicable months during which such services are rendered.

6. In addition to the fees specified above, the JEIDA will pay all out-of-pocket expenses incurred by Graham & James in connection with services performed on behalf of the JEIDA. The JEIDA will remit the monthly fees and expenses to Graham & James'

IN WITNESS WHEREOF, the parties hereto affix their signatures to this agreement on the dates indicated below:

Ken Suzuki
Ken Suzuki
Executive Director
Japan Electronic Industry
Development Association

December 26, 1989
Date

Lawrence R. Walders
Lawrence R. Walders
Partner
Graham & James

December 18, 1989
Date