

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.

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 .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, D.C. 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, D.C. 20503.

Name of Registrant	Name of Foreign Principal
Crowell & Moring International, I.P.	Taiwan Association of Machinery Industry

Check Appropriate Boxes:

- 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.
- 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.
- 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.
Collect statistics relating to imports of machine tools


RECEIVED
OFFICE OF REGISTRATION
AND DISSEMINATION
MAR 23 2 40 PM '92
INTERNATIONAL SECURITY
AND INVESTIGATION
DIVISION

5. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal. Provide advice regarding the extension, termination, or modification of the Taiwan machine tool voluntary restraint agreement (VRA).

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

Work with government officials who are responsible for the machine tool issue to support positions consistent with TAMI's interests.

Date of Exhibit B	Name and Title	Signature
1. February 12, 1991	Jayne A. Helmig	
2. December 17, 1991	Secretary/Treasurer	
3. February 1992	Crowell & Moring International, Inc.	

*Political 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 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.

C & M INTERNATIONAL LTD.

1001 PENNSYLVANIA AVENUE, N.W.

SUITE 1275

WASHINGTON, D.C. 20004-2505

(202) 624-2895

CABLE: CROMOR
FACSIMILE (RAPICOM): 202-628-5116
W. U. I. INTERNATIONAL 64344
W. U. I. DOMESTIC 69-2448

CONSULTING AGREEMENT

C&M International Ltd. will advise the Taiwan Association of Machinery Industry (TAMI) regarding the extension, termination, or modification of the Taiwan machine tool voluntary restraint agreement (VRA). In this regard, C&M International will provide the following services:

A. Monitoring

(1) Collect statistics relating to imports of machine tools (for major suppliers, products, and shares of the U.S. market);

(2) Collect information regarding the health of the U.S. machine tool industry (trends in orders, investment, employment, and other key variables);

(3) Follow trends in Japanese investment and production of machine tools in the United States;

(4) Identify the key American end-users of Taiwanese machine tools and parts, and the importance of Taiwanese machine tools and parts to those end-users' competitiveness.

B. Strategy

(1) Design and help implement a strategic plan for the elimination of the VRA on Taiwanese machine tools;

(2) Work with third countries that buy Taiwanese and Japanese machine tool parts and kits and would be affected by an extension of the VRAs;

(3) Work with government officials who are responsible for the machine tool issue to support positions consistent with TAMI's interests.

C. Reports to TAMI

C&M International will provide TAMI with monthly reports describing our activities, and, as appropriate, the activities of the U.S. machine tool industry, the Congress and the Administration regarding the machine tool VRAs.

RECEIVED
DEPT. OF JUSTICE
MAY 23 2 40 PM '83
INTERNATIONAL TRADE ADMINISTRATION

If TAMI desires additional information, TAMI must so inform C&M International.

D. Billing Procedure

1. Over the Contract Period (January 1, 1991 through December 31, 1991) C & M International shall bill TAMI monthly a fee of US\$4,000.00, plus normal disbursements for photocopying, postage, computerized research, travel, and long distance telephone charges. Normal reimbursable expenses shall not exceed US\$6,000 per year. Any special disbursements for (1) overseas travel between the U.S. and the ROC and (2) any single item of out-of-pocket expense in excess of US\$1,000 shall not be undertaken unless they are specifically approved in advance by TAMI. Expenses shall be separately itemized on the billing statement.

2. At the conclusion of the Contract Period, if the U.S. Government (1) does not enforce a voluntary export agreement on Taiwanese machine tools and (2) does not impose unilateral import restrictions on Taiwanese machine tools, TAMI shall pay C&M International the additional sum of US\$20,000.

E. Termination

TAMI and C&M International Ltd. shall at all times have the unilateral right to terminate this agreement upon 30 calendar days prior written notice, provided that should TAMI terminate this agreement all fees (and disbursements made on its behalf) through the month of termination and together with the sum referred to in paragraph D.2 shall be paid within 60 calendar days of the effective date of termination.

C&M International Ltd.

By: Doral S. Cooper
Doral S. Cooper
President

Agreed:

K.C. Chuang
Chairman, TAMI

AMENDMENT TO CONSULTING AGREEMENT

C & M International and the Taiwan Association of Machinery Industry agree to amend the Consulting Agreement for the calendar year 1991, nunc pro tunc, by deleting subparagraph "D.2" in its entirety, and by revising the caption to paragraph "D.1" to read "D."

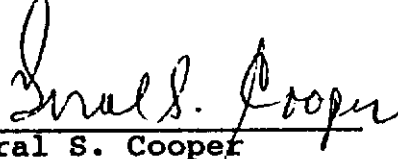
In addition, paragraph "E", Termination, needs to be revised as follows:

"E. Termination

TAMI and C&M International Ltd. shall at all times have the unilateral right to terminate this agreement upon 30 calendar days prior written notice, provided that should TAMI terminate this agreement, all fees (and disbursements made on its behalf) through the month of termination shall be paid within 60 calendar days of the effective date of termination."

December 17, 1991

C & M International


Doral S. Cooper
President

Agreed:


Chi Sheng Lu
Chairman, TAMI

December 18, 1991

C & M INTERNATIONAL LTD.

1001 PENNSYLVANIA AVENUE, N.W.

SUITE 1275

WASHINGTON, D.C. 20004-2595

(202) 624-2895

FACSIMILE: (202) 628-5116

CONSULTING AGREEMENT

C&M International Ltd. will advise the Taiwan Association of Machinery Industry (TAMI) regarding the issue of machine tool trade between the United States and The Republic of China. In this regard, C&M International will provide the following services:

A. Monitoring

(1) Collect statistics relating to imports of machine tools (for major suppliers, products, and shares of the U.S. market);

(2) Collect information regarding the health of the U.S. machine tool industry (trends in orders, investment, employment, and other key variables);

(3) Follow trends in Japanese investment and production of machine tools in the United States;

(4) Identify the key American end-users of Taiwanese machine tools and parts, and the importance of Taiwanese machine tools and parts to those end-users' competitiveness.

B. Strategy

(1) Design and help implement a strategic plan for the phase out of the VRA on Taiwanese machine tools;

(2) Work with third countries that buy Taiwanese and Japanese machine tool parts and kits and would be affected by the VRAs;

(3) Work with government officials who are responsible for the machine tool issue to support positions consistent with TAMI's interests.

C. Reports to TAMI

C&M International will provide TAMI with regular reports describing our activities, and as appropriate, the activities of the U.S. machine tool industry, the Congress and the Administration regarding the machine tool VRAs.

If TAMI desires additional information, TAMI must so inform C&M International.

D. Billing Procedure

1. Over the Contract Period (January 1, 1992 through February 29, 1992) C&M International shall bill TAMI monthly a fee of US\$4,000.00, plus normal disbursements for photocopying, postage, computerized research, travel, and long distance telephone charges. Normal reimbursable expenses shall not exceed US\$6,000 per year. Any special disbursements for (1) overseas travel between the U.S. and the ROC and (2) any single item of out-of-pocket expense in excess of US\$1,000 shall not be undertaken unless they are specifically approved in advance by TAMI. Expenses shall be separately itemized on the billing statement.

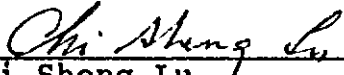
E. Termination

TAMI and C&M International Ltd. shall at all times have the unilateral right to terminate this agreement upon 30 calendar days prior written notice, provided that should TAMI terminate this agreement, all fees (and disbursements made on its behalf) through the month of termination shall be paid within 60 calendar days of the effective date of termination.

C&M International Ltd.

By: 
Doral S. Cooper
President

Agreed:


Chi Sheng Lu
Chairman, TAMI