

CONTRACT FOR LEGAL SERVICES

BETWEEN

WINTHROP, STIMSON, PUTNAM & ROBERTS

AND

THE KOREA SEMICONDUCTOR INDUSTRY ASSOCIATION

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OCTOBER 1993

CONTRACT FOR LEGAL SERVICES

1. Parties

This contract for legal services is entered into between Winthrop, Stimson, Putnam & Roberts, New York, New York, U.S.A. (the "Firm"), and the Korea Semiconductor Industry Association, Seoul, Korea (the "Association").

2. Services to Be Provided

The Firm will provide the Association with timely reports on the matters listed below and on other matters affecting U.S.-Korean trade in electronics/semiconductor products. The Firm will provide these reports as events warrant for the purpose of providing the Association with the most current information and analysis possible.

The Firm will provide this monitoring and reporting service as an early warning mechanism for assisting the Association in knowing and understanding Washington-based developments, in particular Executive Branch, Congressional and U.S. industry actions affecting U.S.-Korean semiconductor trade. The Firm also will provide analysis and interpretation of the significance of these various developments and their effect on Korean semiconductor companies exporting to the United States.

More specifically, the Firm's services will include but not be limited to:

1. Monitoring and analyzing trade- and technology-related issues that may be addressed by the U.S. government, especially U.S. trade policy regarding the semiconductor and electronics industries. The Firm's services in this regard include monitoring and analyzing developments, and advising KSIA what alternative courses of action may be available. A particular focus is the formulation of and changes in U.S. government trade policies as well as developments at the Department of Commerce and the U.S. International Trade Commission.
2. Maintaining regular contact with U.S. government officials to keep them up to date on developments regarding Korean trade policy, including intellectual property rights protection and market access issues, and to respond to inquiries on behalf of the Association.
3. Supplying advice regarding intellectual property rights protection, including monitoring and analyzing changes in U.S. views, public and private, regarding Korea's treatment of intellectual property rights. The Firm's services also include supplying:

- a. general advice regarding legal mechanisms by which the protection of the Semiconductor Chip Protection Act can be extended to Korea; and
- b. general advice regarding Section 337 patent infringement cases involving semiconductors.

4. Monitoring and analyzing trends in the U.S. semiconductor and electronics industries, as well as trends in U.S. public perceptions of the semiconductor and electronics markets and Korea's roles in these markets.

3. Additional Services to Be the Subject of a Separate Contract

In addition to the services described in Paragraph 2, at the Association's request the Firm will provide the Association with other similar or related services pertaining to the Association's interests in Washington, including attending hearings or assignments involving travel. Any such additional services will be the subject of a separate contract.

4. Retainer

The Association will pay to the Firm a retainer of Seventy Thousand Dollars (\$70,000.00) for the services specified in Paragraph 2, above.

5. Expenses

The Firm's out-of-pocket expenses relating to the representation of the Association, limited to copying, postage, telephone, telex/telefax, messenger service and the like are included in the basic fee described in Paragraph 4 above.

6. Payments

An initial payment of one-half of the retainer, Thirty-Five Thousand Dollars (\$35,000.00), including expenses, shall be made by the Association to the Firm by November 1, 1993. The final payment of Thirty-Five Thousand Dollars (\$35,000.00), including expenses, shall be paid by or before May 1, 1994. Unless the Firm otherwise requests, each payment of fees and expenses shall be made by wire transfer in U.S. dollars to the Firm's account at:

Bank of New York
1 Wall Street
New York, New York 10015

Account No. 890 0130 466
ABA No. 0210 00678

7. Confidentiality

Any information obtained by the Firm from the Association concerning the Association's activities shall be held in strictest confidence and shall not be released without written permission of the Association, except as required to represent the Association under this or any other agreement. This confidentiality requirement will remain effective after

the termination of this contract with respect to any non-public information obtained from the Association.

8. Cancellation of the Contract

If the services provided by the Firm are regarded as not satisfying the requirements of the Association, the Association may request termination of the contract. The Firm then will prepare a special billing statement of services rendered, based on the actual time spent up to that date multiplied by the hourly rates normally charged by the Firm for other, most comparable clients. To that effect, the Firm shall at all times keep accurate records of professional time spent on services to the Association.

In case the Firm breaches the terms and conditions of this contract, especially the duty of confidentiality, the contract will be terminated and the Firm may be liable for damages as determined by law.

9. Modification or Extension

This Agreement may be modified, extended or amended, in writing by mutual agreement of the parties.

10. Effective Date

This Agreement for legal services shall be effective as of October 1, 1993, and shall be valid for the period October 1, 1993, through September 30, 1994.

KOREA SEMICONDUCTOR INDUSTRY ASSOCIATION

By: *Chi-Luck Kim*
Chi-Luck Kim, President

Date 10/18/93

WINTHROP, STIMSON, PUTNAM & ROBERTS

By: *Peter F. Gold*
Peter F. Gold

Date 10/14/93

*Sworn to and subscribed
to before me this 18th day
of October, 1993
*Anna Mitchell**

My Commission Expires July 14, 1997



KOREAN EMBASSY,
WASHINGTON, D.C.

OCT 21 1993

NO: 375
DATE: _____
Fec: _____
HONOR CHANG
SECOND SECRETARY
WASHINGTON, D.C.

