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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, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 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 International Technology and Trade Associates, Inc. (ITTA) 1330 Connecticut Avenue NW Suite 210 Washington, D.C. 20036-1704	2. Registration No. 5458
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3. Name of foreign principal Embassy of the Republic of Korea (a U.S. treaty ally)	4. Principal address of foreign principal 2450 Massachusetts Avenue Washington, D.C. 20008
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5. Indicate whether your foreign principal is one of the following:

Foreign government

Foreign political party

Foreign or domestic organization: If either, check one of the following:

<input type="checkbox"/> Partnership	<input type="checkbox"/> Committee
<input type="checkbox"/> Corporation	<input type="checkbox"/> Voluntary group
<input type="checkbox"/> Association	<input type="checkbox"/> Other (specify) _____

Individual-State nationality _____

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6. If the foreign principal is a foreign government, state:

a) Branch or agency represented by the registrant. Minister for Public Affairs and Korean Cultural and Information Service in Washington, D.C.

b) Name and title of official with whom registrant deals. Mr. Joon-yeob Han, Minister for Public Affairs, and Messrs Kiyei-chul Wi, Counselor, and Yongman Park of the Korean Cultural/Info Service

7. If the foreign principal is a foreign political party, state: *NOT applicable.*

a) Principal address.

b) Name and title of official with whom registrant deals.

c) Principal aim

8. If the foreign principal is not a foreign government or a foreign political party, *Not applicable.*

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

b) Is this foreign principal

Supervised by a foreign government, foreign political party, or other foreign principal Yes No

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 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 must be used.)*

Not applicable.

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.

Not applicable.

Date of Exhibit A <i>SEPTEMBER 10, 2001</i>	Name and Title Charles W. Dyke Chairman and CEO	Signature <i>Charles W. Dyke</i>
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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. One original and two legible photocopies of this form shall be filed 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.

1. Name of Registrant International Technology and Trade Associates, Inc. (ITTA)	2. Registration No. 5458
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3. Name of Foreign Principal Embassy of the Republic of Korea, a U.S. treaty ally

Check Appropriate Boxes:

- 4. The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
- 5. There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
- 6. 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 expenses, if any, to be received.

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

See insert.

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

See insert.

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

Activities to be undertaken by the registrant's employees listed in this filing may improve public understanding within the United States of the Foreign Principal's political, economic, and cultural interests.

Date of Exhibit B <i>SEPTEMBER 10, 2001</i>	Name and Title: Charles W. Dyke, Chairman and CEO	Signature <i>Charles W. Dyke</i>
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Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any 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 interests, policies, or relations of a government of a foreign country or a foreign political party.

I N S E R T

Reference item 7

Item 7: Describe fully the nature and method of performance of the above indicated agreement of understanding.

The written contract describes a professional working relationship in which selected employees of the registrant assist the Foreign Principal in understanding and honorably responding to public views regarding the relationship between the United States and Republic of Korea (ROK) and the Foreign Principal's goal of promoting the political, economic, and cultural interests of the ROK. Selected employees of the registrant provide the following consulting services to the Foreign Principal:

- Draft the *Korea Update*, a monthly newsletter, using information provided by the Korean Overseas Information Service, an agency of the government of the Republic of Korea (ROK), a U.S. treaty ally. The Foreign Principal publishes and disseminates the *Korea Update*.
- Assist in the preparation of other public information materials to include speeches by the Ambassador, Minister for Public Affairs, and other officials; as well as occasional press releases, background papers, and letters to editors to be issued by the Foreign Principal.
- Assist the Foreign Principal in planning and conducting such public events as seminars, symposia, and cultural activities.
- Assess U.S. news media coverage of issues regarding the Republic of Korea, using materials provided by the Foreign Principal.

The work will be conducted in an interactive manner with the Foreign Principal. The registrant will not use information that it knows to be false or of questionable fidelity.

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Reference item 8

Item 7: Describe fully the activities the registrant engages in or proposes to engage in on behalf of the foreign principal.

The registrant's employees listed in this filing shall provide consulting advice and assistance to the Foreign Principal with the intent of publicly improving U.S. understanding of the Foreign Principal's perspective on political, economic, and cultural matters. The registrant's employees will not publish or disseminate the Foreign Principal's informational materials.

In preparing the monthly *Korea Update* newsletter, the registrant's employees will use that information provided by the Korean Overseas Information Service which registrant believes to be correct. The registrant will write or solicit truthful articles to address particular themes identified by the Foreign Principal. The registrant's employees will provide the draft newsletter to the Foreign Principal, who is responsible for its publication and dissemination.

In providing advice and consultation on the planning and execution of such activities as seminars, symposia, and cultural activities, selected employees of the registrant will frequently meet with officials of the Foreign Principal to discuss objectives, resources, and options regarding the envisioned activity. One of the registrant's employees will work on an as-required basis at the Foreign Principal's location in Washington, D.C. The registrant will provide oral or written advice to the Foreign Principal, who may or may not use it to plan and conduct the envisioned public activity. None of the registrant's employees will be involved in the publication or dissemination of the Foreign Principal's informational materials.

The registrant shall conduct a quarterly assessment of U.S. news media coverage of issues of interest to the Foreign Principal, using information provided by the Foreign Principal. The assessment will normally be conducted at the registrant's location.

The Foreign Principal may also request assistance by the registrant in drafting such items as occasional press releases, background papers, letters to editors, and speeches to be issued by the Foreign Principal. The registrant normally will do so at the registrant's business address, although such work may also be accomplished at the Foreign Principal's location or some other convenient location.

WORK AGREEMENT

This Agreement is made between the Korea Cultural and Information Service of the Embassy of the Republic of Korea (ROK) in Washington, D.C. (hereafter referred to as "KCIS"), located at 2370 Massachusetts Avenue, NW, Washington, D.C. 20008, U.S.A, and International Technology and Trade Associates, Inc. (hereafter referred to as "ITTA"), located at 1330 Connecticut Avenue, NW, Suite 210, Washington, D.C. 20036-1704, USA.

I. General

Recent discussions between the KCIS and ITTA have confirmed the intention of the KCIS to engage the consulting and advisory services of ITTA in the fields of public affairs, public relations, media relations activities, and cultural activities in the United States.

II. Scope of Work

ITTA shall endeavor to identify and promote the political, economic, and cultural interests of the Republic of Korea, which are to mutual benefit of the ROK and United States as stipulated below:

(A) Ongoing Support

- Draft the monthly Korea Update to be issued by the Embassy of the Republic of Korea in Washington, D.C. in consideration of guidance to be provided monthly by the KCIS.
- Arrange for occasional contributing writers and special interviews for inclusion in the monthly Korea Update.
- Provide advice and consultation on the planning and execution of such activities as seminars and symposia.
- Provide advice and consultation on the planning and execution of cultural activities.
- Provide quarterly assessments of U.S. news media coverage of Korean issues, using media coverage information to be provided by the ROK Embassy, Washington, D.C.
- Draft such things as occasional press releases, "backgrounders," and letters to editors.
- Draft occasional speeches for the ROK Ambassador to the United States.

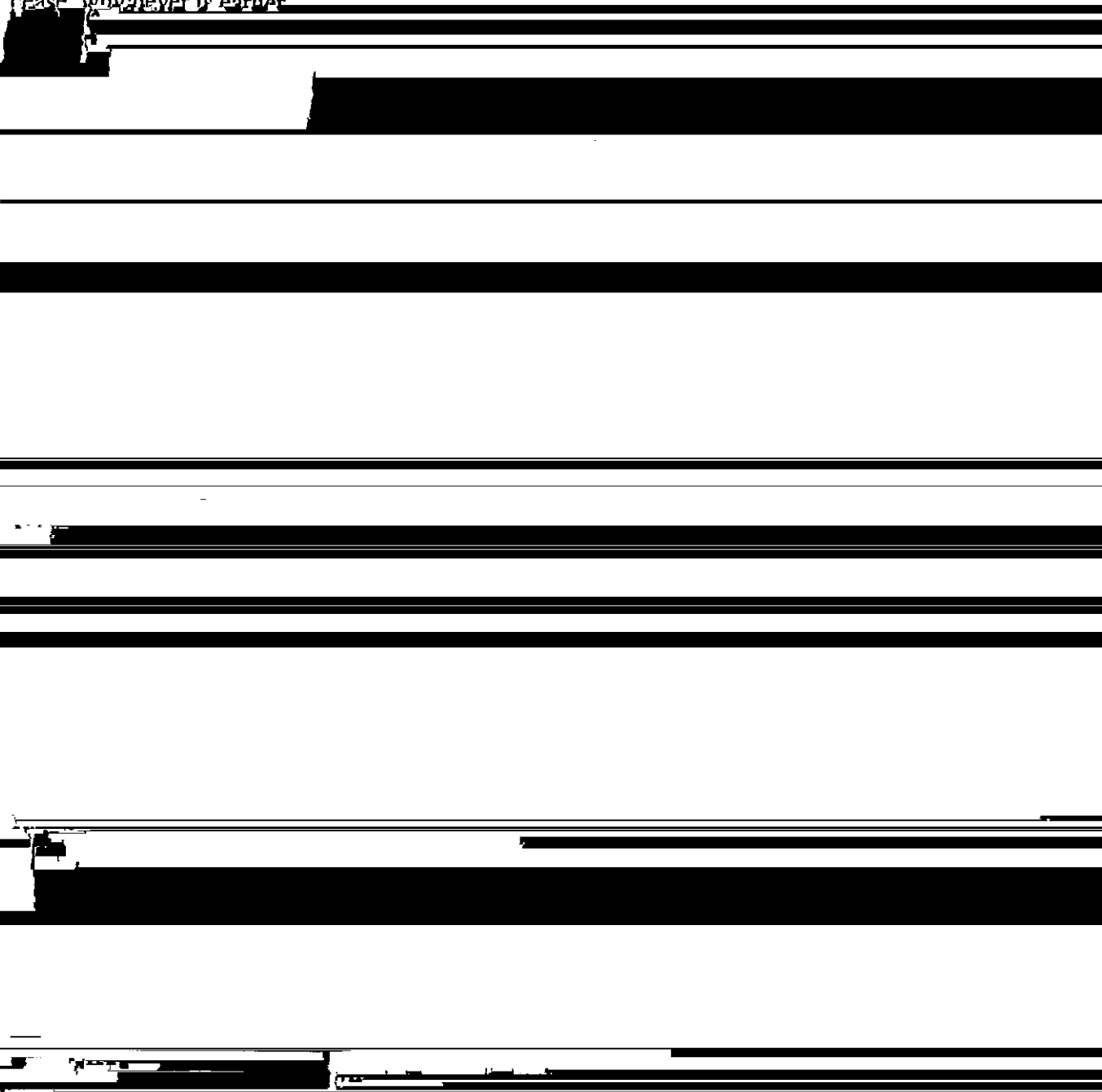
(B) Additional Support

- ITTA is available to support KCIS in areas other than those detailed in Section A with compensation to be established on a project basis.

III. Period of Work Agreement, Renewal and Termination

This Work Agreement shall be effective as of 1 September 2001 and will remain in effect through 31 December 2001, with the following provisions agreed to:

- A. The KCIS shall renew this work agreement not later than December 1, 2001 for the one-year period from January 1, 2002 through December 31, 2002.
- B. Both KCIS and ITTA understand and agree that this Work Agreement may be terminated at any time by either party, with or without cause, upon receipt of thirty (30) days written notice. In the event of termination, KCIS shall be obligated to pay ITTA only for services rendered through the revised termination date of this Work Agreement.
- C. In the event of termination, ITTA will continue to discharge in a professional and diligent manner all obligations of this Work Agreement through the last day of the period for which payment has been received or the date by which KCIS has directed that work cease, whichever is earlier.



compliance with the laws and regulations of the Republic of Korea and the United States of America.

C. In addition:

- 1) ITTA shall not do anything contrary to the interests of the ROK and KCIS as stipulated in the Scope of Work for this Work Agreement on behalf of any third party.
- 2) ITTA shall not use any proprietary information and data that it obtains from KCIS for any purpose other than implementing this Agreement.
- 3) Any right or obligation under this Agreement shall not be transferred to a third party without written agreement between both parties to this Agreement.
- 4) If necessary, disputes relating to this Agreement shall be settled by the courts that have jurisdiction over either KCIS or ITTA, respectively, according to the nature of the dispute.

D. It is understood that ITTA, in consideration of the terms of this Agreement, may be required by U.S. law to register its representation of the Embassy of the Republic of Korea with the United States Government and that ITTA will comply with all requirements of such U.S. law.

E. It is understood that in the course of executing this work agreement, ITTA may become aware of KCIS's unclassified plans that are clearly confidential or proprietary in nature. ITTA agrees to maintain the full confidentiality of all such information and will not disclose the information to any third party without KCIS's prior written approval. Conversely, KCIS agrees to maintain the full confidentiality of its business arrangement with ITTA and will not disclose details of the business arrangement without the prior written approval of ITTA.

Agreed and Accepted:
For the Embassy of the Republic of Korea

Agreed and Accepted:
For International Technology &
Trade Associates, Inc.

By: Joonyeob Han
Han Joon-yeob
Minister for Public Affairs

By: Wayne T Fujito
Wayne T Fujito
President and COO

31 August 2001
Date

31 August 2001
Date

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INTERNATIONAL TECHNOLOGY & TRADE ASSOCIATES, INC.