

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.

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials 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 of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the Administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public. Finally, the Attorney General intends, at the earliest possible opportunity, to make these public documents available on the Internet on the Department of Justice World Wide Web site.

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.	2. Registration No. <del>5485</del> 5458 S.B.
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3. Name of Foreign Principal  
Embassy of the Republic of Korea (ROK)

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.
- A. Suggest essay topics and guidelines.
  - B. Suggest a prize scheme.
  - C. Select judges and organize the judging process.
  - D. Review and comment on materials, media (including the essay contest website), and methods developed by the KCIS to promote and coordinate the essay contest.
  - E. Provide general oversight of the KCIS effort with detailed administrative support work to be accomplished by KCIS personnel within the KCIS management structure.

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

Please refer to Attachment for answer.

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.

Date of Exhibit B October 15, 2001	Name and Title Wayne T. Fujito President and COO	Signature 
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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.

## EXHIBIT B

### To Registration Statement Pursuant to the Foreign Agents Registration Act of 1938, an amended

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#### Answer to Question #8

8. The registrant's employees listed in the initial filing shall provide consulting advice and assistance to assist the Foreign Principal in improving U.S. high school student understanding of the Republic of Korea, a U.S. treaty ally. The registrant's employees will provide the following assistance:
- Suggest essay topics and prize scheme.
  - Review the Foreign Principal's promotional material and suggest modifications suitable to this year's essay contest.
  - Recommend judges for consideration by the Foreign Principal.
  - Organize the judging process.
  - Assist the Foreign Principal in answering inquiries from participating schools and students.
  - Assist the Foreign Principal in awarding prizes.
  - Provide general oversight of the project, which will be accomplished in detail by the Foreign Principal within the principal's management structure.

In providing advice and consultation on the planning and conduct of the annual essay contest, selected employees of the registrant will frequently meet with officials of the Foreign Principal to discuss objectives, resources, and options regarding the project. One of the registrant's employees will work on an as-required basis at the Foreign Principal's location in Washington, D.C. per the initial filing. The registrant will provide oral or written advice to the Foreign Principal, who may or may not use it to plan and conduct the essay project. None of the registrant's employees will be publish or disseminate the Foreign Principal's informational materials.

## WORK AGREEMENT

This Agreement is made between the Korean 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**

This Work Agreement reflects the intention of KCIS to engage ITTA to assist in the planning and conduct of the KCIS's annual national essay contest in the United States, per Section II (B) of the KCIS-ITTA Work Agreement that became effective on September 1, 2001.

### **II. Scope of Work**

ITTA shall assist the KCIS in planning and conducting the annual national essay contest in the United States through the following measures:

- A. Suggest essay topics and guidelines.
- B. Suggest a prize scheme.
- C. Select judges and organize the judging process.
- D. Review and comment on materials, media (including the essay contest website), and methods developed by the KCIS to promote and coordinate the essay contest.
- E. Provide general oversight of the KCIS effort with detailed administrative support work to be accomplished by KCIS personnel within the KCIS management structure.

### **III. Period of Work Agreement, Renewal and Termination**

This Work Agreement shall be effective on 1 October 2001 and remain in effect through 30 June 2002, with the following provisions agreed to:

- A. The KCIS and ITTA will decide to renew this Work Agreement not later than May 1, 2002 for the one-year period from July 1, 2002 through June 30, 2003.
- 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.

**IV. Reporting Requirements**

ITTA will provide the KCIS with a written report of ITTA's activities within the first ten business days of each new calendar quarter, beginning January 2002.

**V. Financial Provisions**

The fee for implementation of this nine-month contract is eight thousand U.S. dollars (US\$8,000.00), which KCIS will pay to ITTA per invoice, based on the following schedule.

December 1, 2001: Four thousand U.S. dollars (\$4,000)

May 1, 2002: Four thousand U.S. dollars (\$4,000)

**VI. General Provisions**

A. The provisions of the September 1, 2001 Work Agreement between the KCIS and ITTA remain in effect with respect to the following measures:

- 1) ITTA's commitment to honoring the specifics and intent of this Agreement.
- 2) Primacy of full compliance with U.S. and ROK law, including registering ITTA's assistance to the Embassy of the Republic of Korea with the United States Government, if required.
- 3) Dispute resolution.
- 4) Protection of proprietary information and general confidentiality of the KCIS-ITTA working relationship.

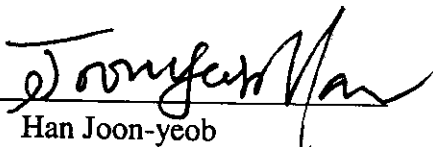
B. ITTA will provide general oversight of the annual essay contest by establishing planning milestones in coordination with KCIS and monitoring the accomplishment of these milestones by KCIS personnel working in their normal management structure.

**A G R E E D   A N D   A C C E P T E D :**

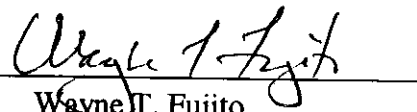
For the Embassy of the Republic of Korea

For International Technology &  
Trade Associates, Inc.

By:

  
Han Joon-yeob  
Minister for Public Affairs

By:

  
Wayne T. Fujito  
President and COO

1. Oct. 2001

Date

1 Oct 2001

Date