

## AGREEMENT

With the termination of the effective period of the agreement for legal representation made by and between Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C. (hereinafter called the "Law Firm") and Communications Industry Association of Japan (hereinafter called "CIAJ"), which covered the six month period beginning July 1, 1991 and ending December 31, 1991, the Law Firm and CIAJ do hereby agree to renew the agreement under the following terms and conditions:

1. The effective period of this agreement will be for six (6) months beginning on January 1, 1992 and ending June 30, 1992. CIAJ has the right, upon written notice to the Law Firm prior to the termination of the said period, to renew the agreement for an additional period.

2. The Law Firm agrees to provide CIAJ with the following services during the said period:

(a) With regard to the enforcement and application of the Telecommunications Provisions of the Omnibus Trade and Competitiveness Act of 1988 and other Clauses thereof which may have an important bearing on Japan's telecommunications trade with the United States, the Law Firm will contact and negotiate with members of the U.S. Congress, Administration and other agencies and organizations concerned on behalf of and in the interest of CIAJ.

(In regard to investigations to be conducted with the enforcement of the Telecommunications Provisions, Section 301, provisions of intellectual property right, anti-dumping clause, and provisions for adjustment of import competition of the Omnibus Trade Act, as well as actions to be taken against Japan based upon the results of such investigations, the Law Firm will have a prompt grasp of developments which may have a bearing on the interest of CIAJ, while, at the same time, the Law Firm

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will contact and negotiate with members of the U.S. Congress, Administration and industry in a timely and appropriate manner to protect the interest of CIAJ. When necessary, the Law Firm will prepare and give its written or oral testimony before a committee or public hearing in the U.S. Congress or Administration on behalf of and in the interest of CIAJ.

(b) The Law Firm will advise CIAJ of developments in a U.S. industry or company when such developments may have an important bearing on the interest of CIAJ. When necessary, the Law Firm will contact and negotiate with members of the industry or company on behalf of and in the interest of CIAJ.

(c) The Law Firm will monitor developments in such matters as an anti-dumping case and Antitrust Law which may have an important bearing on the Japan-U.S. telecommunications equipment trade, while, at the same time, the Law Firm will make necessary efforts, such as collection of relevant information, on behalf of and in the interest of CIAJ.

(d) The Law Firm will provide CIAJ with its report and advice on developments in the Modified Final Judgment (MFJ) restrictions preventing Bell Operating Companies (BOCs) from manufacturing telecommunications equipment and other relevant matters which may affect CIAJ's interest in the telecommunications equipment trade.

(e) The Law Firm will pay close attention to the FCC's policy on provision of telecommunications equipment and services between the United States and foreign countries, advise CIAJ of matters of its concern, and recommend CIAJ about measures to be taken. The Law Firm will make every possible effort to prevent FCC's actions which may result in import restrictions on Japanese telecommunications equipment.

(f) The Law Firm will submit its written reports to CIAJ on its activities concerning the above-mentioned matters and developments which may be of interest to CIAJ.

3. In consideration of the Law Firm's agreement to provide such services as described above, CIAJ agrees to pay the Law Firm the following retainers for the six-month period covered by this agreement

January 1992 .....	\$20,000
February .....	\$20,000
March .....	\$20,000
April .....	\$20,000
May .....	\$20,000
June .....	\$20,000
TOTAL .....	\$120,000

CIAJ also will pay the Law Firm an additional amount of \$10,000 in case where the Law Firm rendered an extraordinary service to CIAJ, such as testimony before the U.S. Congress, ITC, or any other public or governmental authorities. This extraordinary fee will be added to the retainer payable for the applicable month. CIAJ will decide whether or not such an extraordinary service should be rendered after receiving such a proposal from the Law Firm.

CIAJ will pay expenses incurred on behalf of CIAJ in connection with the Law Firm's services, such as telex, facsimile, telephone, duplication, transportation, travel, business lunch, other out-of-pocket expenses and the like, upon request by the Law Firm.

CIAJ will remit the above-mentioned monthly retainer to the Law Firm's account at the beginning of each month.

IN WITNESS WHEREOF, both parties affix their signatures  
to this agreement on this 31<sup>st</sup> day of JAN, 1992.



Charles D. Ferris  
Mintz, Levin, Cohn, Ferris,  
Glovsky and Popeo, P.C.



Haruo Ozawa  
President  
Communications Industry  
Association of Japan

INTERNAL SECURITY  
SECTION  
REGISTRATION UNIT

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