

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. 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, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov/>. 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 in print and online at: <http://www.fara.gov/>.

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, Counterespionage Section, National Security 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 Fleishman-Hillard Inc. 200 N. Broadway, St. Louis, MO 63102	2. Registration No. 5801
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3. Name of foreign principal Office of the Cabinet Secretariat of the Prime Minister of Japan, Cabinet Counselor	4. Principal address of foreign principal 6-1, Nagatacho 1-chome, Chiyoda-ku Tokyo, Japan
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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
Office of the Cabinet Secretariat of the Prime Minister of Japan, Cabinet Counselor

b) Name and title of official with whom registrant deals
Mitsuhiko Beppu, Cabinet Counselor, Accounting & Disbursement Officer; Kyoko Nakayama, Special Advisor to Prime Minister

7. If the foreign principal is a foreign political party, state:

a) Principal address
N/A

b) Name and title of official with whom registrant deals
N/A

c) Principal aim
N/A

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

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

N/A

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.)*

N/A

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.

N/A

Date of Exhibit A	Name and Title	Signature
4/22/09	William B. Winkeler Sr. Vice President, Sr. Partner, & Corporate Controller	

Exhibit B
To Registration Statement
Pursuant to the Foreign Agents Registration Act of 1938, as amended

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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1. Name of Registrant Fleishman-Hillard Inc.	2. Registration No. 5801
3. Name of Foreign Principal Office of the Cabinet Secretariat of the Prime Minister of Japan, Cabinet Counselor	

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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.

Registrant, through its corporate division known as VOX Global Mandate and its subsidiary Fleishman-Hillard Japan K.K., has contracted with the Foreign Principal to provide certain professional consultation services to the Foreign Principal, as described in the attached agreement and further described in Sections 8 and 9 below, including advice on identifying, communicating with, and educating certain audiences (described below) in the United States regarding the issues concerning abduction of Japanese citizens by North Korea.

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

Registrant is providing and will provide information, education, and public relations advice and counsel to the Foreign Principal about, and how to communicate with, various United States audiences that may include government officials, legislators, media, academicians, non-profit organizations, and other members of the United States public, who have expressed interest in or support on the issues concerning abduction of Japanese citizens by North Korea. Registrant may provide recommendations for media strategy and messaging, and going forward, may propose follow-on activities, such as copy-writing, planning activities, and other public relations services, for which the scope, time-line, and budget will be negotiated by and agreed to between Registrant and the Foreign Principal. At this time, Registrant's team members in Japan (with Fleishman-Hillard Japan KK) have not traveled to the United States and have not engaged in FARA reportable activities on behalf of the Foreign Principal. If any of the foregoing should change, or if any future activities that are agreed upon by the parties are required to be reported under FARA, then Registrant will make the appropriate reports and filings.

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
(*possibly)

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.

See response to Item 8 above. Registrant's role will be to advise the Foreign Principal, and the Foreign Principal may or may not use Registrant's advice for political activity purposes as defined in Section 1(o) of the Act referenced below. Should Registrant's activities change and involve political activity as defined below, Registrant will update its FARA filings.

Date of Exhibit B	Name and Title	Signature
4/22/09	William B. Winkeler Sr. Vice President, Sr. Partner, & Corporate Controller	

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 or public interests, policies, or relations of a government of a foreign country or a foreign political party.

SERVICE AGREEMENT

This SERVICE AGREEMENT for information gathering and research (this “Agreement”), is entered into by and between Mitsuhiko Beppu as the Cabinet Counselor, Accounting and Disbursement Officer (“Counselor”), and Shinnichi Tanaka as the President of Fleishman-Hillard Japan K.K., on behalf of its division VOX Japan Global Mandate, and the VOX Global Mandate division of the United States parent company Fleishman-Hillard Inc. (collectively, “VOX”), on the terms and subject to the conditions set forth below.

Article 1. (Purpose)

This Agreement shall have the following purposes:

- 1) Title: “Information gathering and research”
- 2) Specification and Number: As provided in Exhibit A
- 3) Contract Price: Three million (3,000,000) Japanese yen
- 4) Contract Term: March 2, 2009 to March 30, 2009
- 5) Place of Delivery: As provided in Exhibit

Article 2. (Contract Guarantee Fund)

The contract guarantee fund shall be waived.

Article 3. (Assignment of Rights and Obligations)

1. Except as provided herein, VOX shall not assign to or cause to be succeeded by a third party the claims pursuant to this Agreement in whole or in part without prior consent by Counselor; provided, however, that the foregoing shall not apply in the event that such assignment is to a credit guarantee association or a financial institution as set forth in Art. 1-2 of the Medium and Small Business Credit and Insurance Law Enforcement Order (Cabinet Order No. 350 of 1950, as amended), Specific Purpose Company as set forth in Sec. 2.3 of the Law Related to the Liquidation of Assets (Law No. 105 of 1998, as amended) or a trust company as set forth in Sec. 2.2 of the Trust Business Law (Law No. 154 of 2004, as amended). Notwithstanding the foregoing, the parties agree that VOX may engage professional adviser, Yoshikuni Yamamoto, to advise and consult with VOX hereunder, provided, however, VOX shall at all times

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remain responsible for the completion of the services, and VOX will be the project manager and liaison for Counselor and the Cabinet Secretariat. VOX's consultation with Mr. Yamamoto as described shall not constitute a "delegation" or "assignment" of services as defined in this Agreement.

2. In the event that, prior to completing the services set forth in this Agreement, VOX assigns its claims to a Specific Purpose Company or a trust company ("Assignee") pursuant to the proviso in Section 3.1 above, and provides to Counselor a notice or request for consent as set forth in Sec. 4.2 of the Law Related to Civil Code Exceptions, Etc. (Law No. 104 of 1998, as amended) in connection with Civil Code Article 467 and perfection of transfers in claims and real estate, Counselor shall reserve the ability to make the following objections:

(i) Counselor shall reserve the right to offset against or reduce the assigned claim amount by the extent of Counselor's claims against VOX;

(ii) The Assignee shall not assign the assigned claims to any person other than those listed in the proviso of Section 3.1 above, or place a security interest on the assigned claims or otherwise harm the attachment or exercise of the assigned claims; and

(iii) Even after assignment, agreement terms including but not limited to place of delivery and contract price may be amended by and between only Counselor and VOX, and Assignee shall not raise objections in such event; provided, further, in the event that such amendment of agreement terms affects the assigned claims, such effect shall be resolved exclusively by and between VOX and the Assignee.

3. In the event that VOX assigns claims to a third party pursuant to the proviso in Section 3.1 above, Counselor's payment shall become effective as performance at the time when the Cabinet Secretariat Chief of Accounting ("**Chief**") gives notice of disbursement decision pursuant to Sec. 42.2 of the Decree on Budget, Settlement and Accounting (Decree No. 165 of 1947, as amended) to VOX.

Article 4. (Non-Delegation)

1. VOX shall not delegate its services in its entirety, but may delegate certain services as described in Section 3.1 above.

2. With the exception of VOX's engagement of Mr. Yoshikuni Yamamoto as agreed to in

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Section 3.1, when delegation of a part of the services is necessary to complete the services, VOX shall submit a prior delegation application (in the form of Attachment 1) to and obtain consent from Counselor through the Strategic Director of the Abduction Issue Countermeasure Headquarters. The foregoing shall also apply in the event that changes must be made.

Article 5. (Supervision)

In order to ensure proper performance of this Agreement, Counselor shall be able to designate a staff member to act as supervisor pursuant to the provisions in Sec. 29-11.1 of the Accounting Law (Law No. 35 of 1952) (“**Law**”).

Article 6. (Inspection)

1. In the event that VOX completes delivery of the deliverables of the relevant month, VOX shall give notice to Counselor and submit to an inspection pursuant to Sec. 29-11.2 of the Law by Counselor or a staff member designated by Counselor (the “**Inspector**”).
2. The Inspector shall conduct the inspection within ten (10) days of receiving a notice set forth in Section 6.1 above.
3. In the event that a deliverable fails the inspection set forth in Section 6.2 above, such deliverable shall be scheduled for repair or replacement and submitted for re-inspection by a deadline to be designated by Counselor.
4. VOX shall bear reasonable expenses of the inspection if results reveal that VOX breached or violated this Agreement.

Article 7. (Notice of Inspection Results)

Counselor shall promptly notify VOX on completion of the inspection set forth in Article 6 above.

Article 8. (Invoice)

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1. Where VOX has received a notice pursuant to Article 7 above and has completed delivery of the deliverables, VOX shall invoice Chief for the contract prices as provided in Article 1 above.

2. On receiving a proper invoice pursuant to the provision of Section 8.1 above, Chief shall make payment for the relevant service provided within thirty (30) days of the receipt.

Article 9. (Interest on Delayed Payments)

In the event that payment for the relevant service provided is not completed within the period set forth in Section 8.2 above, Chief shall pay to VOX delay interest on the invoiced amount accruing at the rate of 3.70% per annum on a daily basis from the day after the contracted payment due date to the day of actual payment.

Article 10. (Delay Penalty)

1. In the event that VOX determines it to be impossible to complete delivery of the deliverables by a deadline specified by Counselor, VOX shall promptly submit in writing to Counselor a statement of the cause of delay and the day on which VOX expects to complete delivery, and seek instruction from Counselor.

2. In the event of such submission pursuant to Section 10.1 above, Counselor may allow an extension of the deadline in exchange for collecting a delay penalty as long as Counselor determines upon examination that delivery after the originally specified deadline is likely; provided, however, that if the cause of delay is an unavoidable circumstance including but not limited to a natural disaster, VOX may apply for exemption from the delay penalty by accounting for the cause.

3. The delay penalty pursuant to Section 10.2 above shall be in the amount derived by multiplying the unpaid amount payable for the contracted service by a rate of 5.00% per annum.

Article 11. (Penalty for Breach)

In the event that VOX fails to perform its obligations pursuant hereto, or is held

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responsible for any misconduct, instead of the delay penalty set forth in Article 10. Section 3, Counselor may collect 10% of the unpaid amount payable for the contracted service from VOX as penalty and terminate this Agreement; provided however, that such penalty shall not apply if such failure or misconduct is not attributable to VOX.

Article 12. (Risk of Loss)

VOX shall bear any and all actual damages as a result of VOX's failure to perform the services agreed to herein arising on or before the receipt of a notice of inspection results provided in Article 7 above; provided, however, that the foregoing shall not apply to any damages arising from an event attributable to Counselor.

Article 13. (Guarantee Against Defects)

If there are any defects in the deliverables, Counselor may demand VOX to deliver replacements by a reasonable deadline, or claim damages in lieu of the delivery of replacements.

Article 14. (Confidentiality)

The "Confidentiality Supplemental Provisions" (Attachment 2) shall govern.

Article 15. (Intellectual Property)

VOX shall assign to Counselor in exchange for the payment of the contract price as provided in Article 1 above any patent rights, copyrights (including Article 27, Article 28) and other intellectual property rights arising in connection with any invention or creation made in the course of carrying out the services pursuant hereto, and VOX shall not exercise any moral rights with respect to copyright.

Article 16. (Dispute Resolution)

Any question arising with respect to this Agreement or any matter not expressly provided in this Agreement shall be resolved upon consultation between Counselor and VOX on a case-by-case basis.

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(Supplemental Provision)

IN WITNESS WHEREOF, the parties shall prepare, sign and seal two original copies of this Agreement and each party shall retain one original copy.

March 2, 2009

Counselor

Mitsuhiko Beppu
Cabinet Counselor,
Accounting and Disbursement Officer
6-1, Nagatacho 1-chome, Chiyoda-ku, Tokyo

VOX

Shinnichi Tanaka
President
VOX Global Mandate, a Division of Fleishman-Hillard Japan K.K.
Nichirei Higashi Ginza Bldg. 7F
19-20, Tsukiji 6-chome, Chuo-ku, Tokyo

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(Attachment 1)

(As referred to in Article 4)

No.:

Dated:

To: Cabinet Counselor,
Accounting and Disbursement Officer

Contracted: [Name] [Seal]

**Application for Approval of Delegation of Services
In Connection with Information Gathering and Research**

I would like to delegate a part of the services in connection with the titled work for which I have been contracted as of [], [] as per the attached Exhibit A and I hereby apply for your approval of the delegation.

(Exhibit A)

**Application for Approval of Delegation of Services
In Connection with Information Gathering and Research**

Name and address of delegatee	
Scope of the services to be delegated	
Necessity of the delegation	
Delegation fee	

(Attachment 2)

CONFIDENTIALITY SUPPLEMENTAL PROVISIONS

Article 1. (Generally)

VOX and its employees shall not divulge to third parties, or use for any other purpose, the contents of "Confidential Documents" as defined in Section 2.1 below and "Quasi-Confidential Documents" as defined in Article 3 below (collectively "Confidential Information") learnt in the course of their performance of this Agreement without Counselor's consent. This provision shall survive the termination of this Agreement. However, if it is required under United States Foreign Agents Registration laws or other governmental legal authority, VOX may, to the extent necessary to comply with such laws or legal authority, disclose or file reports or documents disclosing VOX's services for Counselor hereunder, including but not limited to Counselor's identity, contact names and dates, nature of representation, value of contract and/or services, and other aspects of any agreements between VOX and Counselor. Counselor understands that the media, the public, and other interested individuals or entities may be able to obtain such disclosures, reports, or other filings made by VOX.

Article 2. (Report on Confidentiality Measures)

1. In the event that VOX handles any documents, drawings, objects and/or knowledge designated in writing at the time of disclosure to VOX as confidential ("Confidential Documents") by Counselor and relevant members of the Abduction Issue Countermeasure Headquarters (collectively, "Counselor *et al.*") during VOX's performance of the obligation under this Agreement, VOX shall report to Counselor *et al.* as to VOX's internal confidentiality measures (confidentiality rules or anything similar thereto and a list of individuals handling confidential information).
2. In the event that Counselor *et al.* deem the confidentiality measures reported by VOX to be inadequate, Counselor *et al.* may instruct VOX to take necessary measures as to the handling of confidential information.

Article 3. (Quasi-Confidential Documents)

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VOX shall take necessary measures to prevent any careless distribution or transmittance to persons who are not concerned of any documents or other information received from Counselor *et al.* that require handling with care as designated in writing by Counselor *et al.* (“Quasi-Confidential Documents”).

Article 4. (Agreements with Delegates)

1. In the event that VOX delegates a part of its services, it shall generally refrain from disclosing its relation with Counselor and other matters of confidence to its delegates. Counselor, however, expressly agrees that VOX may disclose to Mr. Yoshikuni Yamamoto the contractual relation and terms between VOX and Counselor. VOX shall provide Mr. Yamamoto with a copy of this Confidentiality Supplemental Provisions document so that Mr. Yamamoto can confirm that he will comply with the terms hereof.

2. In the event that VOX is required to disclose its relation with Counselor *et al.* and/or other matters of confidence to its delegates in order to achieve the objective of this Agreement, VOX shall obtain consent from Counselor *et al.* and take necessary measures with its delegates to secure confidentiality.

3. In order to secure confidentiality at all levels of delegation activities such as sub-sub-contracting, VOX shall take measures, at its own responsibility, that will allow it to supervise the sub-sub-contracting, etc. and shall then report to Counselor *et al.* on the details of such measures taken.

Article 5. (Response Measures)

1. VOX shall promptly take appropriate measures and report details in writing if an accident such as divulgence or loss of confidential information occurs, or if such an event is suspected or threatened to occur.

2. VOX shall not be released from its contractual liability even in the case of divulgence, whether intentional or negligent, of confidential information by VOX's employees or delegates.

EXHIBIT A
SPECIFICATIONS

1. Project Name: Information gathering and research

2. VOX Provided Services:
 - During March 2009, VOX will identify and provide information on contact points and influential figures within the US government, including the US legislature and the Obama/Biden administration, and nonprofits and academia, who may have interest in or provide support on the abduction issue;
 - VOX will provide the Cabinet Secretariat with recommendations for media strategy and messaging; during March 2009, FH will identify potential medial channels for the Cabinet Secretariat's messaging (including print, television, and online social media) and will make recommendations for method of approach to such outlets and for tone and general content of messages;
 - During March 2009, VOX and the Cabinet Secretariat will work together to draft a tentative plan for follow-on activities in the fiscal year commencing on April 1, 2009; such plan will be subject to all appropriate approvals and budget appropriations and will not be finalized until set forth in writing and signed by both parties;
 - Should the Cabinet Secretariat request specific copy-writing, drafting of scripts, speeches, or talking points, the parties will meet to negotiate the scope, timeframe, deliverables, budget and compensation terms – to be effective, any such agreements will be put in writing as amendments to the existing contract, and signed by both parties (the parties anticipate that such activities could occur in the next fiscal year, commencing April 1, 2009);

3. Contract Term: From the date of contract to March 31, 2009.

4. Timing of Delivery: As needed.

5. Means of Delivery: Delivery of e-mail or oral reports.

6. Place of Delivery: Abduction Issue Countermeasure Headquarters,
Information Center.

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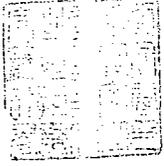
7. Terms of Payment:

Payment to be made in one lump sum after completion of the services.

8. Miscellaneous:

Except as permitted in the Agreement, contracted party shall not disclose any fact about the contracted services to outside parties.

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契 約 書

支出負担行為担当官会計担当内閣参事官 別府充彦（以下「甲」という。）とフライシュマン・ヒラード・ジャパン株式会社(以下「乙1」という。)プレジデント田中慎一は、乙1(乙1の1部門である VOX Japan Global Mandate(以下「乙2」という。)を含む。)及びアメリカ合衆国Fleishman-Hillard Inc.の子会社VOX Global Mandate(以下「乙3」という。)のために(以下、乙1及び乙3をあわせて「乙」という。)、下記条項により「情報収集に関する調査業務」の請負契約を締結する。

記

(契約の目的)

第1条 本契約の目的は次のとおりとする。

- | | |
|-----------|----------------------|
| 1. 名 称 | 「情報収集に関する調査業務」 |
| 2. 規格及び数量 | 別紙仕様書のとおり |
| 3. 契約金額 | 金3,150,000円 |
| 4. 契約期間 | 平成21年3月2日～平成21年3月31日 |
| 5. 納入場所 | 別紙仕様書のとおり |



(契約保証金)

第2条 契約保証金の納付は免除する。

(権利義務の譲渡)

第3条 乙は、本契約に定めるものを除き、本契約より生ずる権利義務の全部又は一部を甲の承諾を得ずに第三者に譲渡し、又は承継させてはならない。ただし、信用保証協会及び中小企業信用保険法施行令（昭和25年政令第350号(その後の改正を含む。))第1条の2に規定する金融機関、資産の流動化に関する法律（平成10年法律第105号(その後の改正を含む。))第2条第3項に規定する特定目的会社、信託業法（平成16年法律第154号(その後の改正を含む。))第2条第2項に規定する信託会社に対して債権を譲渡する場合にあっては、この限りではない。本項第1文の規定にかかわらず、甲及び乙は、乙が専門アドバイザーである山本吉国氏との間で Consulting Agreement を締結し、同契約に基づき同氏に助言及び相談を求めることができること、並びに、この場合においても本契約に基づく役務の完了については乙が責任を負い、ま

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た、本件役務の主担当者及び甲との連絡担当者は乙であることに合意する。本項に基づく乙と山本吉国氏との間における Consulting Agreement の締結は、本項第1文にいう「本契約により生ずる権利の譲渡」ないし本契約第4条にいう「再委託」には当たらないものとする。

2 乙が本契約により行うこととされたすべての給付を完了する前に、乙が前項ただし書きに基づいて、特定目的会社、信託会社（以下「丙」という。）に債権の譲渡を行い、乙が甲に対し、民法第467条及び動産及び債権譲渡の対抗要件に関する民法の特例等に関する法律（平成10年法律第104号（その後の改正を含む。））第4条第2項に規定する通知又は承諾の依頼を行った場合にあっては、甲は次の各号に掲げる異議を留めるものとする。

(1) 甲は、乙に対して有する請求権については、譲渡対象債権金額と相殺し、又は、譲渡債権金額を軽減する権利を保留する。

(2) 丙は、譲渡対象債権を第1項ただし書きに掲げる者以外の者に譲渡し又はこれに質権を設定しその他債権の帰属並びに行使を害すべきことはできないこと。

(3) 甲は、債権譲渡後も、乙との協議のみにより、納品先の変更、契約金額の変更その他契約内容の変更を行うことがあり、この場合、丙は異議を申し立てないものとし、当該契約の変更により、譲渡対象債権の内容に影響が及ぶ場合には、もっぱら乙と丙の間において解決されなければならないこと。

3 第1項ただし書きに基づいて乙が第三者に債権の譲渡を行った場合において、甲の対価の支払による弁済の効力は、官署支出官内閣府大臣官房会計課長（以下「支出官」という。）が、予算決算及び会計令（昭和22年勅令第165号（その後の改正を含む。））第42条の2に基づき、乙に対して支出の決定の通知を行った時点で生ずるものとする。

（再委託の制限）

第4条 乙は業務を一括して再委託してはならない。ただし、本契約第3条第1項第3文に定めるものについては、この限りではない。

2 本契約第3条第1項に定める山本吉国氏との間における Consulting Agreement の締結を除き、業務達成のための、業務の一部を第三者に再委託することを必要とする時は、乙は、あらかじめ再委託申請書（別記様式）を、拉致問題対策本部事務局情報室長を経由して甲に提出し、その承認を受けなければならない。変更を行う必要が生じた場合も同様とする。

(監督)

第5条 甲は、本契約の適正な履行を確保するため会計法(昭和22年法律第35号、以下「法」という。)第29条の11第1項の規定に基づき甲の指定する職員をもって監督に当たらせることができる。

(検査)

第6条 乙は、当該月分の成果物の納入が完了した場合は、その旨甲に通知し、甲又は甲の指定した職員(以下「検査員」という。)の法第29条の11第2項の規定に基づく検査を受けなければならない。

- 2 検査員は、前項の通知を受けた時は、その日から10日以内に検査をしなければならない。
- 3 前項による検査の結果不合格となったものが生じた場合には、甲の指定した期限までに補修、交換の措置を講じ再検査を受けなければならない。
- 4 検査に要する費用は、検査の結果、乙が、本契約の定める債務の履行を怠り、又は本契約に定める各条項に違反したことが明らかになった場合においては、合理的範囲内において乙の負担とする。

(検査結果の通知)

第7条 甲は、前条による検査が終了した時は、速やかに乙に通知しなくてはならない。

(代金の請求)

第8条 乙は、前条による通知を受け、成果物の納入が完了した時は、本契約第1条において規定する契約金額を支出官に請求するものとする。

- 2 支出官は、前項の規定による適法な支払請求書を受領した時は、その日から30日以内に当該代金を支払わなければならない。

(支払遅延利息)

第9条 支出官は、前条2項の規定による期間内に当該代金の支払いが完了しない場合は、請求金額に約定の支払期限到来の日の翌日から支払をするまでの日数に応じ年利3.70%を乗じて得た金額を遅延利息として乙に支払わなければならない。

(遅延賠償金)

第10条 乙は、甲の指定する期限内に成果物を完納することができないと認められる時は、速やかに甲に対し遅滞の事由及び完納見込期日を明らかにした書面を提出し、甲の指示を受けるものとする。

- 2 甲は前項の規定による書面の提出があった時は、審査の上記期限後に完納する見込みがあると認められる時は、遅延賠償金を徴収することとして期限延長を認めることができるものとする。

ただし、遅延の事由が天災地変等やむを得ない場合には、乙はその事由を附して遅延賠償金の免除を申し出ることができる。

- 3 前項に規定する遅延賠償金は、契約履行未済金額に年利5.00%を乗じて得た金額とする。

(違約金)

- 第11条 甲は、乙が本契約による履行義務を果たさなかった時、又は、不正行為があった時は、本契約前条第3項の規定にかかわらず、契約履行未済金額の100分の10を違約金として徴収し、本契約を解除することができる。ただし、乙の責めに帰すべき事由によらない場合は、この限りではない。

(危険負担)

- 第12条 乙が本契約による履行義務を果たさなかったことにより、第7条に規定する検査通知を受領する以前に生じた現実化した損害は、すべて乙の負担とする。ただし、甲の責めに帰すべき事由によって生じた損害については、この限りではない。

(瑕疵担保)

- 第13条 甲は、成果物に瑕疵がある時は、乙に対して相当の期限を定め代品の納入を請求し、又は、代品の納入にかえてその損害賠償を請求できるものとする。

(秘密の保全)

- 第14条 秘密の保全については別添「秘密保全特約条項」によるものとする。

(知的財産権の取扱い)

- 第15条 本契約に基づく業務遂行の過程で行われた発明、創作等によって生じた特許権、著作権（著作権法第27条、第28条に定める権利を含む。）、その他の知的財産権を乙は甲に第1条に規定する契約金額の支払と引き換えに譲渡し、乙は著作者人格権を行使しないものとする。

(紛争の解決)

- 第16条 本契約に疑義が生じた時、又は、本契約書に明記していない事項については、その都度甲乙協議の上決定するものとする。

(補則)

本契約を証するため本書2通を作成し、当事者が記名押印の上、各自その一通を保有する。

平成21年3月2日

甲 東京都千代田区永田町1-6-1

支出負担行為担当官

会計担当内閣参事官

別府 充



乙 東京都中央区築地6-19-20

ニチレイ東銀座ビルディング7階

フライシュマン・ヒラード・ジャパン株式会社

プレジデント 田中 慎一



田中 慎一

別記様式（第4条関係）

番 号
平成 年 月 日

支出負担行為担当官
会計担当内閣参事官 殿

受託者 氏名 印

情報収集に関する調査業務再委託承認申請書

平成 年 月 日付けで締結した標記業務について、再委託を別紙のとおり行いたいので、承認されるよう申請します。

別紙

情報収集に関する調査業務再委託承認申請書

再委託先の住所、 氏名	
再委託を行う業 務の範囲	
再委託の必要性	
再委託金額	

(別添)

秘密保全特約条項

(一般義務)

第1条 乙又はその使用人は、甲の承認を得た場合を除き、本契約履行上知り得た、第2条第1項で定義する「秘密文書等」及び第3条で定義する「準秘密文書等」の内容（以下、「秘密」という。）を他に漏らし又は他の目的に利用してはならない。契約終了後もなお同じとする。ただし、アメリカ合衆国 Foreign Agents Registration Act 及び同国の関係法令が求めるところに応じ、乙は、これらの法令を遵守するために必要な限度において、乙が甲に対し本契約に基づき役務を提供していることを明らかにする内容(甲の名称、連絡先、連絡をとった日時、代理の性質、契約ないし役務の価額、その他甲と乙の間に存するあらゆる合意に関する事項を含むが、これに限られない。)の報告又は書類を開示し又は届け出ることができる。甲は、メディア、一般大衆、その他利害関係を有する個人又は法人が、上記により乙が開示ないし届け出た報告又は書類を取得することを了解する。

(秘密保全体制の報告)

第2条 乙は、本契約義務の実施に当たり、甲及び拉致問題対策本部事務局関係者（以下、「甲等」という。）が事前に書面により秘密の指定をする文書、図画、物件、知識（以下、「秘密文書等」という。）を取り扱う場合には、乙における秘密保全体制（秘密規則又はこれに類するもの、及び当該秘密を取り扱う者の名簿）を甲等に報告しなければならない。

2 甲等は、乙の報告した秘密保全体制が不十分であると認めるときは、秘密の取扱いについて必要な措置を指示することができる。

(秘密に準じた文書等の取扱い)

第3条 乙は、甲等から書面によりその取扱いに注意を要するとして提供された文書等（以下、「準秘密文書等」という。）については、みだりに関係者以外に供覧、伝達しないよう必要な措置をとるものとする。

(再委託先等との契約の管理)

第4条 乙が、その業務の一部を再委託する場合には、原則として甲との関係その他の秘密にかかる事項を再委託先に明らかにしてはならない。ただし、甲は、乙が山本吉国氏に対し甲と乙の間における契約関係及び条件を開示することに同意する。乙は、山本吉国氏が本秘密保全特約条項に定める各条項を遵守できるよう、同氏に対し、本秘密保全特約条項の写しを交付するものとする。

- 2 乙が、契約目的を達成するために甲等との関係その他秘密にかかる事項等を再委託先に明らかにする必要がある場合には、甲等の承認を得るとともに、再委託の相手方に対して、秘密の保持に関する必要な措置を講じなくてはならない。
- 3 乙は、秘密の保全が再々委託等あらゆる段階の再委託行為について担保されるよう、乙の責任において再々委託等の監督を可能とするための措置を講じた上で、その内容を甲等に報告しなければならない。

(事故発生時の措置等)

- 第5条 乙は、秘密の漏えい、紛失等の事故が発生し、又はそれらの疑い、若しくはおそれがあった時には、速やかに適切な措置をとるとともに、その詳細を書面で報告しなくてはならない。
- 2 乙は、乙の使用人又は再委託先等の故意、若しくは過失により秘密が漏えいした時であっても、契約上の責任を免れることはできない。

仕様書

1. 件名 情報収集に関する調査業務
2. 請負う業務内容
 - ・乙が、2009年3月の間、アメリカ合衆国政府における主要な窓口となる人物及び影響力のある人物、アメリカ議会、非営利団体、学会等における窓口となる人物及びオバマ・バイデン政権その他の政府機関の人物で、拉致問題に興味を持つ可能性があるか、拉致問題に協力してくれる可能性のある人物を特定し、これらの人物についての情報を提供すること
 - ・乙が、甲にメディア戦略及び情報伝達について提言すること。具体的には、2009年3月の間、乙は、甲による情報伝達に利用見込みのあるメディア（印刷物、テレビ、及びオンライン媒体によるものを含む。）を特定し、これらのメディアを通じたアプローチの手段並びにメッセージの論調及び一般的内容につき提言すること。
 - ・2009年3月の間、乙が甲と共に、2009年4月を始期とする会計年度における以後の活動につき試案を作成すること。ただし、この試案は、適切な承認手続きや予算の割当てを前提とし、甲及び乙が書面により合意するまでは確定しないものとする。
 - ・甲が乙に対し、特定の広告文を求める場合、若しくは、脚本、スピーチ、又はスピーチの概要の草案の作成を求める場合には、甲及び乙は、その範囲、スケジュール、成果物、予算及び対価に関する条件について協議するものとする。これらの点についての合意は、既に存在する契約書を修正し、甲及び乙がこれに署名しない限り、効力を生じないものとする。
3. 契約期間 契約日から平成21年3月31日
4. 納期 随時
5. 納入形態 電子メールによる報告書送付、または口頭による報告
6. 納入場所 拉致問題対策本部事務局・情報室
7. 支出条件 業務終了後に一括で支払うこととする。
8. その他 本契約に定めがある場合を除き、請負者は、本件請負の事実を対外的に明らかにしない。