

U.S. Department of Justice

Washington, DC 20530

**Exhibit A to Registration Statement****Pursuant to the Foreign Agents Registration Act of 1938, as amended**

**INSTRUCTIONS.** Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <http://www.fara.gov>.

**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.

1. Name and Address of Registrant  Covington & Burling LLP	2. Registration No.  5852						
3. Name of Foreign Principal Korea Atomic Energy Research Institute (KAERI)	4. Principal Address of Foreign Principal 1045 Daedeokdaero Yuseong, Daejeon, 305-353 Korea						
<p>5. Indicate whether your foreign principal is one of the following:</p> <p><input type="checkbox"/> Foreign government</p> <p><input type="checkbox"/> Foreign political party</p> <p><input checked="" type="checkbox"/> Foreign or domestic organization: If either, check one of the following:</p> <table border="0"> <tr> <td><input type="checkbox"/> Partnership</td> <td><input type="checkbox"/> Committee</td> </tr> <tr> <td><input type="checkbox"/> Corporation</td> <td><input type="checkbox"/> Voluntary group</td> </tr> <tr> <td><input type="checkbox"/> Association</td> <td><input checked="" type="checkbox"/> Other (<i>specify</i>) <u>Research Institute</u></td> </tr> </table> <p><input type="checkbox"/> Individual-State nationality _____</p>		<input type="checkbox"/> Partnership	<input type="checkbox"/> Committee	<input type="checkbox"/> Corporation	<input type="checkbox"/> Voluntary group	<input type="checkbox"/> Association	<input checked="" type="checkbox"/> Other ( <i>specify</i> ) <u>Research Institute</u>
<input type="checkbox"/> Partnership	<input type="checkbox"/> Committee						
<input type="checkbox"/> Corporation	<input type="checkbox"/> Voluntary group						
<input type="checkbox"/> Association	<input checked="" type="checkbox"/> Other ( <i>specify</i> ) <u>Research Institute</u>						
<p>6. If the foreign principal is a foreign government, state:</p> <p>a) Branch or agency represented by the registrant _____</p> <p>b) Name and title of official with whom registrant deals _____</p>							
<p>7. If the foreign principal is a foreign political party, state:</p> <p>a) Principal address _____</p> <p>b) Name and title of official with whom registrant deals _____</p> <p>c) Principal aim _____</p>							

Formerly CRM-157

FORM NSD-3  
Revised 03/11

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.

KAERI is a research institution of the Republic of Korea focused on issues of nuclear energy.

b) Is this foreign principal:

- |   |   |
|---|---|
| Supervised by a foreign government, foreign political party, or other foreign principal         | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| Owned by a foreign government, foreign political party, or other foreign principal              | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| Directed by a foreign government, foreign political party, or other foreign principal           | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| Controlled by a foreign government, foreign political party, or other foreign principal         | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| Financed by a foreign government, foreign political party, or other foreign principal           | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| Subsidized in part by a foreign government, foreign political party, or other foreign principal | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |

9. Explain fully all items answered "Yes" in Item 8(b). *(If additional space is needed, a full insert page must be used.)*

KAERI is a research institution with a scientific orientation, and it is mainly funded by the government of the Republic of Korea. Although KAERI exercises some autonomy from the government, it is anticipated that the activities of the registrant in this engagement will include the public interests of the Republic of Korea.

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.

**EXECUTION**

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit A December 07, 2011	Name and Title Keith A. Teel	Signature /s/ Keith A. Teel	eSigned
---	---------------------------------	--------------------------------	---------

U.S. Department of Justice

Washington, DC 20530

**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. Compliance is accomplished by filing an electronic Exhibit B form at <http://www.fara.gov>.

**Privacy Act Statement.** The filing of this document is required for 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 the 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 .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, 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.

1. Name of Registrant

Covington &amp; Burling LLP

2. Registration No.

5852

3. Name of Foreign Principal

Korea Atomic Energy Research Institute (KAERI)

Check Appropriate Box:

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.

As indicated in the attached engagement letter, Covington & Burling LLP will represent the Korea Atomic Energy Research Institute on matters involving nuclear cooperation between the Republic of Korea and the United States.

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

Covington & Burling LLP will represent the Korea Atomic Energy Research Institute on matters involving nuclear cooperation between the Republic of Korea and the United States, especially as they relate to the negotiation of an agreement to succeed the Agreement for Cooperation Between the Government of the United States of America and the Government of the Republic of Korea Concerning Civil Uses of Atomic Energy and the effect of such an agreement on technologies of research interest to KAERI. The registrant will advise KAERI on the implications of a new agreement and advocate for provisions that advance cooperation on technologies of research interest to KAERI.

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.

See response to question 8. The registrant will advocate for provisions in a new agreement that advance cooperation on technologies of research interest to KAERI.

**EXECUTION**

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit B	Name and Title	Signature
December 07, 2011	Keith A. Teel	/s/ Keith A. Teel <span style="float: right;">eSigned</span>

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.

COVINGTON & BURLING LLP

1201 PENNSYLVANIA AVENUE NW  
WASHINGTON, DC 20004-2401  
TEL 202.662.6000  
FAX 202.662.6291  
WWW.COV.COM

BEIJING  
BRUSSELS  
LONDON  
NEW YORK  
SAN DIEGO  
SAN FRANCISCO  
SILICON VALLEY  
WASHINGTON

PETER L. FLANAGAN  
TEL 202.662.5163  
PFLANAGAN@COV.COM

November 23, 2011

Dr. Kwang-Seok Lee  
Director, Division of Strategic and International Studies  
Korea Atomic Energy Research Institute  
1045 Daedeokdaero  
Yuseong, Daejeon, 305-353  
KOREA

Dear Dr. Lee:

We are very pleased to confirm that we will represent the Korea Atomic Energy Research Institute ("KAERI") on matters involving nuclear cooperation between the Republic of Korea and the United States. We appreciate the opportunity to work with you on this matter.<sup>1</sup>

We understand that KAERI will be our client in this representation and not any other affiliates or related parties. If by subsequent agreement our services are extended to other matters, the provisions of this letter will also apply to that representation unless it is otherwise agreed in writing. We wish to confirm our mutual understanding that before this engagement begins Covington & Burling LLP will file any necessary registrations under the Foreign Agents Registration Act.

I will be in charge of the engagement, but my colleague Alan Larson will be centrally involved in our efforts on your behalf. Other lawyers and policy professionals may be called upon as needed. Our statements will be rendered monthly, and we will include a detailed summary of the fees incurred for each month.

Our charges for the services of lawyers, legal assistants and other professionals will be \$30,000 per month (excluding any pre-approved, out-of-pocket expenses and any applicable Korean VAT or other taxes, which shall be the responsibility of KAERI), and we agree to evaluate the fee arrangement after six months. We understand that the total net fee for

---

<sup>1</sup> Covington & Burling LLP is a limited liability partnership organized under the laws of the District of Columbia. Under this form of partnership, a partner's personal assets are not subject to claims against the firm (and other partners) based on contracts, professional negligence or other liability unless the partner is personally liable based on his or her own conduct.

COVINGTON & BURLING LLP

Dr. Kwang-Seok Lee

November 23, 2011

Page 2

work over the initial six months of the engagement will be equal to \$180,000 (and will not exceed that figure without your approval), although there may be some variation in the actual work flow in any particular month. We each understand that travel outside Washington D.C. is not contemplated under this engagement.

Our statements will include any pre-approved charges for support services incurred on your behalf, such as printing, duplicating, transcripts, computer research, telecommunications, any secretarial overtime attributable to your special needs, mail, deliveries and the like, as well as out-of-pocket costs, such as any approved travel. Where substantial third-party payments (such as co-counsel fees, expert fees, special studies, transcripts, or any single charge of more than \$1,000) are required, we may either forward the charge to you for direct payment or request advance funds to cover the cost.

We would expect payment of our statements in full within 30 days of receipt. If you have a question regarding a particular charge or other aspect of a statement, we hope you will raise it with us, but we would expect timely payment of the portion not subject to question. We reserve the right to charge interest on any portion of a statement that is not paid on time. If any statement remains unpaid for more than 90 days, we may cease performing services until satisfactory arrangements have been made for payment of outstanding statements and payment of future statements.

It is understood that KAERI retains the right to terminate this arrangement at any time, subject to the payment of any outstanding invoices and other fees and approved expenses incurred at the time of such termination. In the event that KAERI terminates the arrangement before the completion of the first six months of the engagement, it is agreed that we will be entitled to the greater of the applicable fixed fee for the period before termination or 90% of the actual fees incurred during this period.

It is also understood that, at the end of this matter and upon request by KAERI, we will return to KAERI any non-public documents that have been made available to us and designated by KAERI as confidential, except as otherwise required by U.S. law or regulation. It is understood that the terms of this arrangement can be extended for additional six-month periods upon our mutual agreement.

Our records reveal no existing representation of another client on any matter adverse to you. Our records also reveal no existing representation in another matter of another client which is an adverse party to you in this matter. Without your prior consent, we will not undertake any adverse representation in the future that is substantially related to this representation, nor will we undertake any substantially related adverse representation with respect to any other matter we may subsequently undertake on your behalf. However, you consent (i) to our representing as clients, in other matters in which they are not adverse to you, parties who are adverse to you in matters in which we do represent you and (ii) to our representing clients in business transactions, counseling, litigation, legislation or other matters in

COVINGTON & BURLING LLP

Dr. Kwang-Seok Lee

November 23, 2011

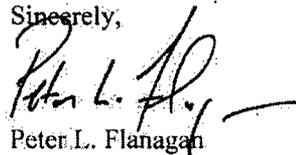
Page 3

which they are adverse to you provided that any such matter has no substantial relationship to any matter in which we represent or have represented you.

I trust this letter accurately states our mutual understanding. If you have questions about any aspect of it, please let me know promptly; otherwise I would appreciate your confirming our understanding by signing and returning a copy of this letter to me.

We very much appreciate your selecting our firm to assist you, and we look forward to working with you on this matter.

Sincerely,



Peter L. Flanagan

Agreed to:

Korea Atomic Energy Research Institute

By: Kwang Seok Lee