

U.S. Department of Justice

Washington, DC 20530

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

INSTRUCTIONS. File this amendment form for any changes to a registration. Compliance is accomplished by filing an electronic amendment to registration statement and uploading any supporting documents 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 1.5 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 Gephardt Group Government Affairs, LLC	2. Registration No. 5874
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3. This amendment is filed to accomplish the following indicated purpose or purposes:

- To give a 10-day notice of change in information as required by Section 2(b) of the Act.
- To correct a deficiency in
 - Initial Statement
 - Supplemental Statement for the period ending _____
 - Other purpose (*specify*) _____
- To give notice of change in an exhibit previously filed.

4. If this amendment requires the filing of a document or documents, please list:

A new Agreement of Services between the Taipei Economic and Cultural Representative Office in the United States, a foreign sovereign, and Gephardt Group Government Affairs, LLC, a Delaware Limited Liability Company.

5. Each item checked above must be explained below in full detail together with, where appropriate, specific reference to and identity of the item in the registration statement to which it pertains. (*If space is insufficient, a full insert page must be used.*)

Item is a new Agreement of Services between the Taipei Economic and Cultural Representative Office in the United States, a foreign sovereign, and Gephardt Group Government Affairs, LLC, a Delaware Limited Liability Company.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swear(s) or affirm(s) under penalty of perjury that he/she has (they have) read the information set forth in this registration statement and the attached exhibits and that he/she is (they are) familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her (their) knowledge and belief, except that the undersigned make(s) no representation as to the truth or accuracy of the information contained in the attached Short Form Registration Statement(s), if any, insofar as such information is not within his/her (their) personal knowledge.

(Date of signature)

(Print or type name under each signature or provide electronic signature¹)

January 23, 2015

/s/ Richard A. Gephardt

eSigned

January 23, 2015

/s/ Thomas J. O'Donnell

eSigned

¹ This statement shall be signed by the individual agent, if the registrant is an individual, or by a majority of those partners, officers, directors or persons performing similar functions, if the registrant is an organization, except that the organization can, by power of attorney, authorize one or more individuals to execute this statement on its behalf.

Agreement of Services

This agreement shall commence on January 1st, 2015, and shall continue for twelve months ending on December 31st, 2015 between the Taipei Economic and Cultural Representative Office in the United States (hereto referred to as "TECRO") and Gephardt Group Government Affairs LLC, a Delaware Limited Liability Company (hereto referred to as "Gephardt Government Affairs").

The parties have agreed as follows:

1. Gephardt Government Affairs agrees to represent TECRO before the U.S. Congress and the U.S. government generally.
2. In the course of its representation of TECRO, Gephardt Government Affairs agrees that it will act in conformance with all applicable United States laws and regulations.
3. In this connection, Gephardt Government Affairs shall furnish TECRO with its analyses and interpretations of political, financial, commercial and sociological developments in the United States and advise TECRO as to actions TECRO may take to further improve relations between the two countries.
4. Gephardt Government Affairs is required to send a copy of its monthly activity report to TECRO before the 10th day of each subsequent month. All reports, recommendations materials, analyses and other documents Gephardt Government Affairs prepares shall become the property of TECRO, and Gephardt Government Affairs hereby agrees that TECRO may make use thereof, without incurring any obligation for compensation other than as set in the following paragraph. Any reports prepared by Gephardt Government Affairs to TECRO shall be considered confidential and not for distribution to any third party. On request, Gephardt Government Affairs will deliver all copies, in any form, to TECRO.
5. In payment of these services Gephardt Government Affairs is to receive a monthly retainer of \$25,000 (twenty five thousand dollars). TECRO will assign Gephardt Government Affairs additional assignments on an as needed basis, compensation to be decided upon mutual agreement.
6. This agreement shall be construed in accordance with and governed by the laws of the District of Columbia. Any suit against TECRO arising out of this agreement shall be filed in the United States District Court for the District of Columbia pursuant to the Foreign Sovereign Immunities Act, 28 U.S.C. Section 1602 et seq. TECRO does not waive any right it may have to sovereign immunity

in that court. Service on TECRO must be made pursuant to 28 U.S.C. Section 1608 (a) and (b), during the term of this agreement.

- 7. Gephardt Government Affairs agrees to promptly notify TECRO if it decides to represent the government of the People's Republic of China (PRC), that is, the state itself, or any subdivision or agency or instrumentality thereof, as those terms are defined in 28 U.S.C 1603 (a) and (b), during the term of this agreement.
- 8. Either party may terminate this contract on 30 days written notice for any reason.

IN WITNESS THEREOF:

*Taipei Economic and Cultural
Representative Office*

*Gephardt Group
Government Affairs, LLC*

By: *Anne Hung*
Anne Hung, Deputy Representative

By: *Thomas J. D'Arcy*
*Managing Partner
for*

for **His Excellency Dr. Lyushun Shen**
Ambassador
Date:

Richard A. Gephardt
President & CEO
Date: *1/1/15*

SCOPE OF WORK

During the term of this agreement, Gephardt Government Affairs will provide the Taipei Economic and Cultural Representative Office (TECRO) with the following services:

- 1) Introduction to and negotiations with officials of the Legislative branch of the United States Government. This effort will include strategies planning to assist TECRO on maintaining continuous positive relations with the United States Congress.
- 2) Arranging meetings and appointments with members of Congress and their staffers for TECRO officials. Those appointments could include working visits to member's offices and invitations to lunch or dinner at the Twin Oaks estate or other venues.
- 3) Working diligently to exhort members of Congress and the United States Senate to act favorably on matters of interest and benefit to the Republic of China (Taiwan), including urging them to support Taiwan to join the Trans-Pacific Partnership, as well as Taiwan's defense priorities for 2015.
- 4) Encouraging members of Congress and staffers to visit Taiwan, provided that any involvement in travel by members of Congress and staffers is consistent with the applicable House and Senate rules.
- 5) Providing TECRO with monthly activity reports and regular assessments of current developments in the U.S. Congress and U.S. political scenes in general that would be of concern to Taiwan. Such reports would contain counsel as to how problems should be addressed.
- 6) Providing recommendations and advice which will help improve relations between Taiwan and the United States.