U.S. Department of Justice
Washington, DC 20530

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

OMB NO. 1105-0004

Privacy Act Statement. Every registration statement, short form registration statement supplemental statement, exhibit, amendment, copy of information 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 documents, other than information 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 .429 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	2. Registration No. 3712
Verner, Liipfert, Bernhard, McPherson and Hand, Chartered.	

3. This amendment is filed to accomplish the following indicated purpose or purposes:

☐ To correct a deficiency in

☐ Initial Statement

☐ Supplemental Statement for the period ending _____

☐ Other purpose (*specify*) _____

☐ To give a 10-day notice of change in information as required by Section 2(b) of the Act.

x To give notice of change in an exhibit previously filed.

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

Attached is a contract between the registrant and the Foreign Ministry of the Republic of Montenegro, to be in effect from February 1, 2002, through January 31, 2003.

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.)*

This filing is to update the Exhibit B filed for the Ministry of the Republic of Montenegro by the registrant on February 22, 2001. The original contract has expired. The attached contract reinstates the registrant's relationship with the Ministry.

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)	(Type or print name under each signature)
March 13, 2002	Peter S. Pantaleo, President and Chief Executive Officer
March 13, 2002	Christopher D. Weston, Associate

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 the statement on its behalf.

Privileged and ConfPPidential

AGREEMENT

This Agr[illegible] made on the 1st of February, 2002, between the Foreign Ministry of the [illegible] Montenegro in Washington, D.C. (hereinafter referred to as "the Minist[illegible]r-Liipfert-Bernhard-McPherson-&-Hand (hereinafter referred to as "the [illegible]

have agreed as follows:

1. [illegible]nance and continued growth of understanding and [illegible] between Montenegro and the United States is largely dependent [illegible]ojection of a fair and accurate image of Montenegro's policies [illegible]al, military, and economic developments. In that regard, it is [illegible]hat key decision-makers and opinion-makers in the United States [illegible] informed about these policies and developments. The Firm will [illegible] the Ministry and the Montenegro Mission in Washington to [illegible]Montenegro's goal of close bilateral relations with the United States, [illegible] productive relations between Montenegro and Serbia as two [illegible]nally recognized states, and Montenegro's accession to [illegible]ship in the United Nations and other international political, [illegible] and military institutions.

2. [illegible]y of key decision-makers and opinion-makers in the United States to properly appreciate Montenegro's economic achievements also requires these decision-makers and opinion-makers to have a detailed, [illegible] and balanced understanding of various issues in Montenegro, the Federal Republic of Yogoslavia, and the Balkan region, including governmental process, politics, military and security concerns, humans rights matters, anti-corruption efforts, and the economy.

3. To fulfill these important objectives the Firm shall conduct meetings with the Members and staff of the United States Senate and House of Representatives, and render assistance for meetings with key officials in selected departments and agencies of the Executive Branch and independent commissions.

4. The Firm shall advise and assist the Ministry in dealing with legislation pending in the Congress which could have both positive and adverse impacts on the economic, political, security, or diplomatic relationships between Montenegro and the United States. The Firm shall work to improve further Montenegro's positive relations with the Congress.

5. The Firm also shall assist the Ministry in promoting greater appreciation and recognition in the United States of Montenegro's emerging role as a friend and economic partner of the United States. In that regard, the Firm shall assist the Ministry in encouraging United States business and individuals to make foreign investments in and visit Montenegro and purchase Montenegrin good and services. It shall also assist the Ministry in its dealings with multilateral lending institutions such the World Bank.

6. The Firm shall meet as necessary with Ministry officials. The Firm shall meet at least twice a month with the Montenegro Trade Mission's Director to discuss the Firm's activities on behalf of the Ministry. The Firm shall speak with the Director at least twice a week by telephone to discuss such activities. The Firm shall provide the Ministry with a monthly written report on its activities. The Ministry shall provide the Firm with policy directives, policy plans and all other relevant information to enable the Firm to execute its duties under the terms of this agreement. The Firm shall also work closely, as necessary, with U.S. non-governmental organizations, academics, and other experts who share the goals of the Ministry.

7. As compensation for these services, the Firm shall receive a monthly fee of US $20,000, plus expenses not to exceed $2,000 monthly, for the period from February 1, 2002, to January 31, 2003. The fee for the first three months ($60,000) shall be payable upon the signing of this agreement. The fourth through twelfth months' fees shall be payable in advance on a monthly basis, on the first day of each corresponding month. The Ministry shall be liable for these fees regardless of the tenure of the incumbent minister or subsequent Montenegrin governments. Expenses shall be invoiced according to the Firm's standard billing practices. The costs of any visit to Montenegro by representatives of the firm shall be paid by the Ministry. Representatives of the firm will not undertake such visits without prior authorization by the Ministry.

8. This agreement shall take effect from February 1, 2002 and shall continue through January 31, 2003. The Ministry and the Firm shall review the terms of this agreement on a quarterly basis to ensure that the interests of each are properly and fairly represented. At each quarterly review, the specific terms of this agreement may be altered upon mutual agreement by both parties. Thirty days prior to completion of the first-six months of this agreement, either party may terminate the remaining six months of the agreement by providing written notice to the other party.

9. The Firm shall carry out all of its activities within the framework of this agreement under the direction and supervision of the Ministry.

10. The Firm shall safeguard and protect as confidential any political, military, economic, or other sensitive information provided the Firm in confidence by the Ministry and shall return any such information upon request by the Ministry and shall not retain a copy of any such information in any form.

11. The breadth of the Firm practice is such that we may from to time concurrently represent one client in a particular case or matter and an adversary of that client in such case or matter in an unrelated case of matter if it is the Firm's professional judgment that we can undertake the concurrent representation impartially and with out any adverse effect on our other responsibilities to either client. Despite such concurrent representation, it is our practice to preserve all client confidences of nonpublic information and to pursue zealously the interests of each of our client. You acknowledge that you do not consider such concurrent representation, in unrelated matters, to be inappropriate and consent to any such present or future concurrent representation.

12. Any difference arising from this Agreement shall be resolved through mutual consultations between the parties subject to the laws of the United States of America which shall govern any interpretation of this Agreement.

FOREIGN MINISTRY OF THE REPUBLIC OF MONTENEGRO

By _____
Branko Lukovac
Foreign Minister

Date: 8/02/2002

VERNER, LIIPFERT, BERNHARD, MCPHERSON & HAND
CHARTERED

By _____
Marshall Harris
Principal

Date: 12 Feb 02

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