U.S. Department of Justice
Washington D.C. 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, dissemination report, copy of political propaganda 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 is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of such documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. Finally, the Attorney Genreral transmits an annual report to the Congress on the Administration of the Act which lists the names of all agents and the nature, sources and content of the political propaganda disseminated or distributed by them. This report is available to the public.

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, Criminal Division, U.S. Department of Justice, Washington, D.C. 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, D.C. 20503.

1. Name of Registrant	2. Registration No.
JEFFERSON WATERMAN INTERNATIONAL	4990

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

☒ To correct a deficiency in

☐ Initial Statement

☐ Supplemental Statement for _____

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

☐ 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-

Executed agreement between Registrant and Foreign Principal Korean Overseas Information Service attached.

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 more space is needed, full size insert sheets may be used.

Exhibit B for Foreign Principal originally filed without executed agreement.

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The undersigned swear(s) or affirm(s) that he has *(they have)* read the information set forth in this amendment and that he is *(they are)* familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his *(their)* knowledge and belief.

Carolyn M Cuppernull

Carolyn M. Cuppernull, Chief Administrative Ofc.

(All copies of this amendment shall be signed and sworn to before a notary public or other person authorized to administer oaths by the agent, if the registrant is an individual, or by a majority of those partners, officers, directors or persons performing similar functions who are in the United States, if the registrant is an organization.)

The Jefferson Group, INC.

THE JEFFERSON GROUP
1341 G. STREET, NW SUITE 1100
WASHINGTON, DC 20005

Subscribed and sworn to before me at

this 23rd day of August ,19 95

Mirja Teresa Dawson
(Notary or other officer)

My commission expires **My Commission Expires February 14, 1999**

*U.S. GPO: 1991-300-811/49217

AGREEMENT

I. Terms and Conditions

Under the terms of this agreement, the Korean Overseas Information Service (KOIS), Ministry of Information, Republic of Korea, engages the consulting and representational services of The Jefferson Group Inc. (TJG) during the term June 15, 1995, until June 14, 1996.

TJG undertakes to provide consulting services to KOIS in Seoul and the Korean Information Center in Washington D.C. in the fields of public affairs, public relations and media relations activities in the United States.

To ensure the fulfillment of the purposes of this Agreement, TJG shall maintain four professionals in Washington, D.C., one professional in New York and one professional in Seoul to assist the public information activities of KOIS.

II. Scope of Work

TJG shall endeavor to identify and promote the political, economic and other interests of the Republic of Korea which are to the mutual benefit of the Republic of Korea and the United States in the interest of enhancing U.S. understanding of and positive and favorable sentiment toward the Republic of Korea.

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To this end, TJG will provide ongoing assistance in the following areas: monitoring and analyzing of and reporting on Korea-related events, publications, congressional activity and news stories; media relations; press releases; contribution of articles, including letters to the editors, to the American media; KOIS's special, regular and irregular publications, including a bi-weekly Korea*Update*; speech writing; research; and developing more effective ways of enhancing the image of the Republic of Korea in the United States. TJG will put special emphasis on assisting Korea in obtaining exposure on U.S. network, regional and local television outlets throughout the course of the contract. TJG will keep KOIS informed on a regular basis concerning progress in this area.

TJG will work to achieve favorable press coverage of Korean affairs and will undertake liaison with print and other media, elements of the private sector when and where appropriate, and with members of the congress and government officials to work toward assuring that the Republic of Korea's interests are duly considered in the policy-making and legislative processes.

In addition, TJG will undertake to regularly advise the Korean Information Center in the United States and KOIS, along with other KOIS-designated key figures, on key U.S. political, trade and other issues, trends and developments that relate to Korean affairs and Korean-U.S. relations.

TJG will also assist KOIS in its media and public relations activities with respect to special events such as summit meetings in the Republic of Korea, the United States, or third countries.

III. Reporting Requirements

TJG will regularly report to KOIS and the Korean Information Center in the United States according to the following procedures:

a) An annual activity plan, to be presented when this contract takes effect.

b) A quarterly activity plan, to be submitted at least 15 days prior to the beginning of each quarter.

c) A monthly report on the results of its activities under this Agreement, including media relations and research of the new media in the United States by the 10th day of the following month.

d) In the case of a special event as designated by KOIS, a special event activity plan one month prior to the event and a report on the results of its activities within one month after the event.

IV. Budget and Payment Schedule

The annual fee for the implementation of this contract shall be US$306,000, payable in quarterly installments to TJG no later than the end of the first month of the quarter in which the invoice was sent. In the case of special event activities, the consulting fee for TJG is included in this contract. However, extra expenses incurred as a result of travel, accommodations and other justifiable out-of-pocket expenses shall be provided for by separate agreement in consideration of the circumstances.

V. Administrative

1. KOIS and the Korean Information Center in Washington may consult with and provide guidance to the TJG staff working to fulfill the purposes of this Agreement.

2. TJG shall do its best in good faith to discharge its obligations under this Agreement and shall obey the laws and regulations of the ROK and the USA. In addition, TJG will comply with the following:

a) TJG shall not do anything contrary to the interests of the ROK and KOIS on behalf of any third party.

b) TJG shall not use any information and data that it obtains from KOIS for any purpose other than implementing this Agreement.

c) Any right or obligation under this Agreement shall not be transferred to a third party without written agreement between both parties to this contract.

d) If necessary, disputes relating to this Agreement shall be settled by the courts that have jurisdiction over either KOIS or TJG according to the nature of dispute.

3. Payment of the consulting fees can be refused or reduced if and when the terms of this Agreement fail to be met owing to faults on the part of TJG. Likewise, services agreed to in this contract can be reduced or terminated in the event that timely payment, as agreed by the terms of this

contract, is not fulfilled.

4. It is understood that TJG, in connection with its work, may be required under applicable United States Law to register its representation of the KOIS with the United States Government and that TJG will comply with all requirements of United States Law in this connection.

Agreed and accepted June 15, 1995

Yi Chanyong
Director

for and on behalf of the
Korean Overseas
Information Service

Robert E. Carlstrom Jr.
Chief Executive Officer

for and on behalf of
The Jefferson Group Inc.

Witness: Choi Kwang Hyuk Witness: Carolyn M. Upperud