Received by NSD/FARA Registration Unit 03/04/2021 10:33:24 AM

OMB No. 1124-0003; Expires July 31, 2023

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 https://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 FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: https://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: https://www.fara.gov

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .75 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, FARA Unit, Counterintelligence and Export Control 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	2. Registration Number
The Ogilvy Group LLC	6797

3. This amendment is filed to accomplish the following indicated purpose(es):

- [x] To give 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 6 month 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:

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.

The Embassy of Japan in the U.S.A., Washington, DC
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The registrant's scope of work with its foreign principal has changed and is reflected in the attached scope of work.

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EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, 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	Printed Name	Signature[1]
03/04/2021	Rachel Caggiano	/s/Rachel Caggiano

[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.

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EXHIBIT A

Ogilvy Statement of Work

This Statement of Work (this "**SOW**"), effective as of February 19, 2021 (the "SOW Effective Date") is entered into and governed under the Master Public Relations Services Agreement between the Embassy of Japan and Agency dated as of February 21, 2020 (the "Agreement"). This SOW and the Agreement constitute the complete agreement regarding services provided under this SOW. Except where the contrary is expressly provided, the terms and conditions of the Agreement will prevail over any conflicting terms or conditions in this SOW. The responsibilities of the Embassy of Japan and Agency are defined below.

Changes to this SOW will be processed in accordance with the procedure described in the Agreement. The investigation and the implementation of changes may result in modifications to the schedule, resources, charges and/or other terms of this SOW.

1. PROJECT OVERVIEW

This SOW describes the services to be provided to the Embassy of Japan by Agency. Agency agrees to provide Embassy of Japan with the following services: Procure Cherry Blossom Festival sculptures, coordinate paid promotion, and content creation.

It is understood Ogilvy and Embassy of Japan will develop separate, incremental scopes of work for additional projects not covered in this SOW (e.g. SERMO, agency of record, etc.).

2. Services and Deliverables

Agency will provide the following Services and Deliverables from February 19, 2021 to March 31, 2021.

Project	Description of Services, Deliverables, and/or Milestones	Out of Pocket Fees*	Ogilvy Labor
Sculpture Procurement	• Ogilvy to procure three (3) sculptures through the National Cherry Blossom Festival (NCBF) organization. • Assumption: ○ Assumes sculptures signage ("plaques") will be provided by NCBF as part of the sponsorship fee.	$30,000	N/A

Content Creation	• Instagram Social Posts
	  ○ Ogilvy to develop to six (6) social post graphics and copy for in-feed Instagram content on EOJ's owned channels
	  ○ Assumptions:
	  ▪ Ogilvy to take pictures of the sculptures for use on posts
	  ▪ All posts and content will adhere to #unshakablefriendship theme
	• Instagram Stories
	  ○ Ogilvy to develop a series of educational animated social posts using type animation and subtle video movement to be used for paid promotion and on EOJ's owned channels
	  ○ All posts and content will adhere to #unshakablefriendship theme
	  ○ Ogilvy to develop three (3) posts per each of the two (2) topics – The Gift of Friendship and Ten Years Later – totaling no more than six (6) posts.
			$39,304

NCBF Coordination, Program/Project Management	• Ogilvy will provide the following support:
	  ○ Vendor set up and labor for procurement of sculptures and plaques
	  ○ Coordinating with NCBF
	  ○ Weekly meetings with EOJ
	  ○ Weekly internal meetings
	  ○ Project and financial management
	  ○ Lead vendor set-up and continued vendor management
	• Assumptions:
	  ○ Hours for Ogilvy to coordinate with NCBF prior to the festival. Should the time needed to coordinate with the festival exceed the total hours allotted for Ogilvy staff, Ogilvy to work with the Embassy to reprioritizing
		N/A	$24,468

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	remaining budget and will provide progress reports throughout the project. ▪ Total hours include: one (1) weekly call with the Festival to discuss sculpture logistics, plaque logistics, and promotional considerations. ○ Does not include labor hours to facilitate the Embassy's gifting of the sculptures after the event to local organizations.		
Paid Media and Influencer Engagement	• Ogilvy will work with the Embassy of Japan to increase awareness for EOJ's sculptures and the U.S.-Japan's longstanding friendship. Ogilvy will provide the following support: ○ Influencer Engagement ▪ Conduct appropriate research to identify relevant influencers ▪ Identification and management of up to two (2) influencers ▪ Develop brief/guide for influencers ▪ Coordinate contract for influencer ▪ Facilitate content creation between influencer and EOJ with up to two (2) rounds of review. ▪ All posts and content will adhere to #unshakablefriendship theme ▪ Ogilvy to monitor content performance and provide final wrap-up report. ○ Paid Media ▪ Manage campaign set-up ▪ Develop media plan ▪ Provide recommendations on audience segments/targets ▪ Campaign monitoring ▪ One (1) campaign wrap report ▪ Project management ○ Out-of-pocket cost breakdown to be confirmed and approved by EOJ prior to ad placement.	$22,800 *Estimates $6,300 towards influencers, $16,500 towards sponsored posts*	$14,207
Earned Media Support	• Ogilvy will: ○ Draft a one-pager, draft email pitch, and press release ○ All material will promote #unshakablefriendship theme ○ Refresh media list and conduct outreach to up to ten (10) outlets ○ Coordinate any interviews secured from outreach ○ If approved in writing from EOJ, costs can also be utilized for delivery/PR associated with final gifting of the sculpture.	N/A	$11,830
	TOTAL PROJECT COSTS		**$142,609**

3. FEES AND EXPENSES

Agency agrees to provide the Services under this SOW to Embassy of Japan for a fixed fee of **$89,809** for the fixed deliverables as stated in this SOW. This fee will be fixed and non-reconcilable. Agency estimates that the number of hours required to complete the Services under this SOW is approximately 416.75 hours. If the scope changes, or if the Embassy would like to add on any of the optional deliverables, both Parties will agree to the changes in writing.

The Fee will be invoiced in accordance with progress of work against the agreed milestones:

- Partnership Execution Fee ($89,809): Fee will be invoiced in monthly installments upon execution of this agreement. Monthly invoice shall be $44,904.50 on the end of the month for two months. First invoice issued on February 28, second invoice issued on March 29.
- Sculpture procurement ($30,000): Fee to be paid in one installment due upon delivery of the sculpture.
- Media fee ($22,800): Fee to be paid in one installment due upon completion of the paid buy. The Embassy will be required to sign the "Authorization to Buy" form prior to the paid buy.

**Outside vendor payments must be made to Ogilvy per the vendor payment requirement. Payment terms for outside vendors are not subject to Ogilvy control. Ogilvy will work with the Embassy of Japan to negotiate preferential terms as possible.*

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4. PROJECT SCHEDULE

Agency will complete the Services according to the following schedule: All above projects will be completed by March 31, 2021.

5. PERSONNEL

Agency will make available the following personnel for this:

Title	Funtional Title	Employee	Rate per Title	HOURS	COST
Senior Vice President	Paid Media/Influencers	Ansley Williams	$ 345.00	5	$ 1,725.00
Vice President	Copywriter	Rebecca Ullman	$ 275.00	56	$ 15,400.00
Vice President	Account Manager	Kate Fliflet	$ 275.00	15	$ 4,125.00
Vice President	Account Manager	Melissa Harrison	$ 275.00	39.5	$ 10,862.50
Vice President	Creative Director	Kristie Pope	$ 275.00	37.5	$ 10,312.50
Vice President	Producer	Laura Hardy	$ 275.00	42.5	$ 11,687.50
Account Director	Paid Media	Ashley Smith	$ 225.00	12.25	$ 2,756.25
Senior Account Executive	Project Manager	Katelyn Hanley	$ 170.00	16	$ 2,720.00
Senior Account Executive	Art Director	Moni Parada	$ 170.00	99.5	$ 16,915.00
Account Executive	Paid Media	Emily High	$ 150.00	27.5	$ 4,125.00
Account Executive	Paid Media/Influencers	Natalie Rodgers	$ 150.00	30	$ 4,500.00
Assistant Account Executive	Earned Media	Angie Ngo	$ 130.00	36	$ 4,680.00
Total Labor				**416.75**	**$ 89,809**

6. EMBASSY OF JAPAN RESPONSIBILITIES

Authorizations – Prior to beginning work, or as appropriate during the work phases, Embassy of Japan will provide to Agency:

- Frequent access to Embassy project lead
- Consolidated feedback and designate a single point of contact for Ogilvy
- Make core team available for regular status meetings and in-person presentation

7. SOW CONTACTS

Agency	Embassy of Japan
Melissa Harrison	Hitoshi Hatta
Kate Fliflet	Yuki Sugiyama

8. CHANGE ORDERS

In accordance with the terms of the MSA, Embassy of Japan approved changes/alterations to the above Scope of Work deliverables will be documented via a "Change Order" and fees adjusted and approved accordingly by Embassy of Japan. A Change Order will be utilized when there is a significant shift in deliverables and/or fee for this specific SOW.

Ad hoc or specific projects not included in the above budget will be presented on additional/separate Scopes of Work for approval by Embassy of Japan.

IN WITNESS WHEREOF, the parties have set their hands as of the date first written above.

ON BEHALF OF AGENCY:

By: _____
(Signature)

Name: Heather Innella

Title: Senior Vice President

Date: 2/19/21

ON BEHALF OF EMBASSY OF JAPAN:

By: Kenichiro Mukai
(Signature)

Name: Kenichiro Mukai

Title: Minister

Date: 2021/2/22

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