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Letter of Engagement

The Embassy of Japan in the United States (representative: Takuya Sasayama), (hereafter referred to as A), acting on behalf of the Government of Japan and in accordance with the authority vested in him and the Akin Gump (representative: Scott Parven), (hereafter referred to as B), have agreed as follows:

Article 1
A requests B to act as a consultant for A as per the attached outline of project, and B agrees to undertake consulting service.

Article 2
B is an independent contractor of A, and any commitments made between B and any other person(s) shall not bind A, except whenever A has given B special authority to do so.

Article 3
(1) At the end of the period of this letter, B shall make a report of its activities.
(2) The aforementioned report shall include all activities provided for in Article 1.

Article 4
The period of this letter shall be from December 10, 2017 to March 31st, 2018

Article 5
The fee for the entire service will be $190,000 USD in total. A shall pay B $95,000 at the end of January and March. In case of delay in payment, A shall notify B in advance and implement the payment as soon as possible. B will submit the products of the project to A in advance of each payment.

Article 6
B must not disclose to a third party the contents of services stipulated by A under this letter or any confidential information learned in performing the services pursuant to this letter except by required by law.

Article 7
B must act in accordance with the relevant laws and regulations set forth by the Government of the United States, when pursuing its activities in accordance with this letter.

Article 8
If A reasonably deems B to have breached this letter, A may refuse to pay a part or the full amount of the contract value, or may seek return of any unearned payment.

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Article 9
No security deposit shall be required.

Article 10
Any matters arising out of or in connection with this letter shall be resolved through consultations between A and B.

Article 11
Notwithstanding the foregoing provisions, either party may cancel this contract by issuing notification 30 days in advance. In case B wishes to cancel the contract, A will stop paying the fee for service from the next month following the date of the cancellation.

In witness whereof, the parties hereto have caused this letter to be executed in duplicate originals, one original to be retained by each party.

Executed this 10th day of December, 2017.

Signed:

Sasayama Takuya (A)

Scott Parven (B)

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Outline of Project

Principle Aims of Grass roots Project:

To promote the positive impacts of the Japan-U.S. economic relationship by interacting with U.S. citizens within various states and, in this process, to gain the understanding of the importance of Japan-U.S. trade among U.S. constituents.

1. B pledges to provide, upon request from A necessary service in connection with the outreach activities as follows:

   (1) B will identify important states in conducting such grass roots campaigns and make necessary arrangements in so doing

   (2) B will take necessary measures in the designated states to have the purported effect outlined above

   (3) B will make a regular report on the progress of the grass roots campaign

2. A and B will hold regular weekly meetings on the matters mentioned in paragraph 1

3. A and B will hold ad hoc meetings whenever deemed necessary

4. At the conclusion of the project, B will provide A with a final project report

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