

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  The Ogilvy Group LLC	2. Registration Number  6797
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3. This amendment is filed to accomplish the following indicated purpose(es):

- 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  
=====  
The registrant's scope of work with its foreign principal has changed and is attached.

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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 <sup>1</sup>
10/13/2020	Rachel Caggiano	/s/Rachel Caggiano
_____	_____	_____
_____	_____	_____

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<sup>1</sup> 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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Date

Printed Name

Signature<sup>1</sup>

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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## EXHIBIT A

### Ogilvy Statement of Work

This Statement of Work (this “SOW”), effective as of September 30, 2020 (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 28, 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: To increase awareness for Japan’s efforts to combat COVID-19 ahead of the Tokyo Olympics by targeting U.S. health care providers (HCPs) by leveraging the professional HCP platform Doximity.

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 September 30, 2020 to December 31, 2020.

Project, Deliverable, or Milestone Title	Description of Services, Deliverables, and/or Milestones	Out of Pocket Fees	Ogilvy Labor
Doximity	<ul style="list-style-type: none"> <li>• Utilize Doximity’s U.S. only HCP, Nurse Practitioner, Physician’s Assistant and Pharmacist reach to share information about Japan’s response to COVID-19.</li> <li>• Deeply engage target audience with a full-length sponsored article for HCP’s:               <ul style="list-style-type: none"> <li>○ Long-form content drafted by Ogilvy health experts with guidance from the Embassy of Japan and Doximity:                   <ul style="list-style-type: none"> <li>▪ Educate on practices leveraged by Japan to manage COVID-19.</li> <li>▪ Share impact of best practices on containing the spread of COVID-19 within Japan.</li> <li>▪ Position Japan as a global thought-leader on protecting human health during the global pandemic.</li> </ul> </li> <li>○ Doximity platform leverages artificial intelligence to optimize user feeds to get the content in front of the right HCP audience segments.                   <ul style="list-style-type: none"> <li>▪ Ogilvy paid media team to work with Doximity to identify preferred target audiences to optimize visibility.</li> </ul> </li> </ul> </li> </ul>	\$150,000.00*	N/A
Partnership Execution	<ul style="list-style-type: none"> <li>• Ogilvy will work with the Embassy of Japan to increase awareness for Japan’s efforts to combat COVID-19 ahead of the Tokyo Olympics by targeting U.S. health care providers (HCPs) by leveraging the professional HCP platform Doximity. Ogilvy will provide the following support:               <ul style="list-style-type: none"> <li>○ Lead vendor set-up and continued vendor management</li> <li>○ Manage campaign set-up</li> <li>○ Develop media plan</li> <li>○ Provide recommendations on audience segments/targets</li> <li>○ Provide expert Agency healthcare counsel on platform content</li> <li>○ Develop and write one (1) article for Doximity</li> <li>○ Manage content reactions and comments on Doximity throughout duration of campaign</li> <li>○ Campaign monitoring</li> <li>○ Campaign monthly reporting                   <ul style="list-style-type: none"> <li>▪ Doximity, four (4) reports</li> </ul> </li> <li>○ One (1) campaign wrap report for Doximity</li> </ul> </li> </ul>	N/A	\$136,185.00



	<ul style="list-style-type: none"> <li>o Meeting support</li> <li>o Project management</li> <li>• Assumptions:                         <ul style="list-style-type: none"> <li>o The Embassy of Japan will provide translated content to inform content creation for Doximity.</li> <li>o The Embassy of Japan will be available to answer questions if needed, including content reactions and comments on Doximity.</li> <li>o Assumes two (2) rounds of client review on content:                                 <ul style="list-style-type: none"> <li>▪ Doximity article</li> </ul> </li> </ul> </li> </ul>		
<b>TOTAL PROJECT COSTS</b>			<b>\$286,185.00</b>

**3. FEES AND EXPENSES**

Agency agrees to provide the Services under this SOW to Embassy of Japan for a fixed fee of **\$286,185.00** 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 836 hours. If the scope changes, 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 (\$136,185): Fee will be invoiced in monthly installments upon execution of this agreement. Monthly invoice shall be \$45,395 on the 30<sup>th</sup> of the month for 3 months. 1<sup>st</sup> invoice issued on Oct 30, 2<sup>nd</sup> invoice issued on Nov 30<sup>th</sup> and 3<sup>rd</sup> invoice on Dec 30.
- Doximity Fee (\$150,000): Fee to be paid in two installments.
  - o First installment due November 30.
  - o Second installment due December 30.
  - o Each installment would be a payment of \$75,000.

*\*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.*

**4. PROJECT SCHEDULE**

Agency will complete the Services according to the following schedule: All above projects will be completed by December 31, 2020.

**5. PERSONNEL**

Agency will make available the following personnel for this:

Title	Employee	Rate per Title	HOURS	COST
SVP	Uma Ginde - SVP Creative Director	\$ 345.00	35	\$ 12,075
SVP	Joan Larson - Group Copy Supervisor	\$ 345.00	87	\$ 30,015
VP	Melissa Harrison - Account Manager	\$ 275.00	100	\$ 27,500
VP	Kate Fliflet - Account Manager	\$ 275.00	100	\$ 27,500
VP	Hillary Turner - Paid Media Manager	\$ 275.00	18	\$ 4,950
VP	Kristie Pope - Associate Creative Director	\$ 275.00	32	\$ 8,800
AS	Stephanie Taylor - PMO	\$ 195.00	55	\$ 10,725
SAE	Emily High - Paid Media	\$ 170.00	70	\$ 11,900
SAE	Shreyas Dhanakoti - Measurement	\$ 170.00	16	\$ 2,720
<b>Total Labor</b>			<b>513</b>	<b>\$ 136,185</b>

**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	Yuki Sugiyama
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: Kelly McMullin  
(Signature)

Name: Kelly McMullin

Title: Associate Finance Director

Date: 9/29/20

**ON BEHALF OF EMBASSY OF JAPAN:**

By: Kenichiro Mukai  
(Signature)

Name: MUKAI Kenichiro

Title: Minister, Head of Chancery

Date: 9/30/2020