

Exhibit A
To Registration Statement
Pursuant to the Foreign Agents Registration Act of 1938, as amended

Privacy Act Statement. The filing of this document is required by 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 this 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 Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://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: <http://www.fara.gov/>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 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, Counterespionage 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.

*Furnish this exhibit for EACH foreign principal listed in an initial statement
and for EACH additional foreign principal acquired subsequently.*

1. Name and address of registrant Alcalde & Fay 2111 Wilson Blvd., 8th Floor Arlington, VA 22201	2. Registration No. 5898
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3. Name of foreign principal International Democracy	4. Principal address of foreign principal 13 Rue De Chantepoulet Case Postale 1524 1211 Geneve 1
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5. Indicate whether your foreign principal is one of the following:

- Foreign government
- Foreign political party
- Foreign or domestic organization: If either, check one of the following:
 - Partnership
 - Corporation
 - Association
 - Committee
 - Voluntary group
 - Other (specify): _____
- Individual-State nationality _____

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6. If the foreign principal is a foreign government, state:

- a) Branch or agency represented by the registrant
none
- b) Name and title of official with whom registrant deals
none

7. If the foreign principal is a foreign political party, state:

- a) Principal address
none
- b) Name and title of official with whom registrant deals
none
- c) Principal aim
none

8. If the foreign principal is not a foreign government or a foreign political party,

a) State the nature of the business or activity of this foreign principal.

The principal is a Swiss-based NGO formed with the intent of strengthening the democratic institutions of Algeria. They intend to accomplish this goal, in part, by enlisting the support of American legislative and executive officials for more robust democratic participation and independent court of law in Algeria and throughout the region.

b) Is this foreign principal

Supervised by a foreign government, foreign political party, or other foreign principal	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Owned by a foreign government, foreign political party, or other foreign principal	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Directed by a foreign government, foreign political party, or other foreign principal	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Controlled by a foreign government, foreign political party, or other foreign principal	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Financed by a foreign government, foreign political party, or other foreign principal	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Subsidized in part by a foreign government, foreign political party, or other foreign principal	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

9. Explain fully all items answered "Yes" in Item 8(b). *(If additional space is needed, a full insert page must be used.)*

International Democracy is a Geneva-based NGO formed, maintained, paid for, and directed by Algerians who cannot create such an institution in Algeria. There is no official government involvement in the organization, nor is it an arm of any Algerian political party, but rather a privately funded body with the goal of free and open democracy in Algeria.

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10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

Organization is controlled by a foreign principal

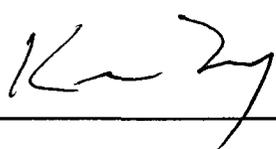
Date of Exhibit A	Name and Title	Signature
5 December 2008	Kevin Fay, President	

Exhibit B
To Registration Statement
Pursuant to the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. One original and two legible photocopies of this form shall be filed for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

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Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 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, Counterespionage 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 Alcalde & Fay, Ltd.	2. Registration No. 5898
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3. Name of Foreign Principal International Democracy

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Check Appropriate Boxes:

- 4. The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
- 5. There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
- 6. The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.

7. Describe fully the nature and method of performance of the above indicated agreement or understanding.
Alcalde & Fay will provide government and public affairs/public relations services before the U.S. Congress, federal agencies, and the international media to communicate International Democracy's agenda in African countries, specifically, to advocate for:

- instituting an independent judiciary, advancing political stability and democratic reforms,
- protecting free speech and human rights, and promoting a sound economy
- defending the need for transparency in government;

in Algeria and throughout the region.

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

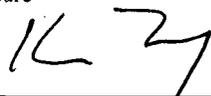
Alcalde & Fay has been engaged to assist International Democracy in advocating for the institution of an independent judiciary, advancing political stability and democratic reforms; protecting free speech, human rights and promoting a sound economy; and defending the need for transparency in government in Algeria and the throughout the region. The registrant will conduct advocacy and provide information to the U.S. Congress and Executive Branch, think-tanks, human rights organizations, and the media to promote these stated goals. These efforts may include contacting and arranging for meetings with officials of the U.S. government, and any other private organizations; preparing and distributing informational materials; suggesting briefing and seminar topics; and other related activities.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes No

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

Registrant intends to provide evidence of various instances of anti-democratic abuses in Algeria to several legislative and executive officials and bodies in an effort to bring about action by the U.S. to support pro-democracy movements. Further, registrant hopes to fully educate U.S. officials about political conditions in the region. In particular, with respect to Algeria, registrant has the goal of focusing the U.S. policy approach from uninformed acquiescence of abuses of democracy to one of active engagement in the process of fully democratizing the country. These actions are not meant to change official policy, but rather to encourage the U.S. to reaffirm support for democratic institutions in Algeria.

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Date of Exhibit B 5 December 2008	Name and Title Kevin Fay, President	Signature 
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Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

ALCALDE & FAY

GOVERNMENT & PUBLIC AFFAIRS CONSULTANTS

GOVERNMENT AFFAIRS AGREEMENT

1. This Government Affairs Agreement (the "Agreement") is entered into the 5th day of November 2008, by and between Democracy International (Client), a Swiss-based non-governmental organization represented by its counsel, Mr. Boussenacer Desard and Alcalde & Fay headquartered at 2111 Wilson Boulevard, Suite 850, Arlington, VA 22201. This agreement sets forth the terms and conditions under which Alcalde & Fay agrees to provide government affairs services to Client.

2. Government and Public Affairs Services

The Client hereby engages and retains Alcalde & Fay to provide government and public affairs/public relations services before the U.S. Congress, federal agencies, and the international media to communicate Client's democratic agenda in African countries specifically, to advocate for

- instituting an independent judiciary, advancing political stability and democratic reforms,
- protecting free speech and human rights, and promoting a sound economy
- defending the need for transparency in government

3. Business Arrangement

Alcalde & Fay will provide the Client the services outlined in this agreement for a fee of \$300,000 for 12 months, with an initial payment of \$50,000 for the first two months due at signing, and with the client to be billed \$25,000 per month for the succeeding 10 month period, plus-out-of-pocket expenses, including but not limited to long distance calls, postage, copying, parking, mileage, taxi and pre-approved air fare and accommodations.

The contract will commence on November 5, 2008 and be for a period of one year. This contract can be terminated at six months with 30 days notice.

4. General Information

In all respects, the Client shall support Alcalde & Fay's efforts by (a) providing materials and information as necessary and (b) informing Alcalde & Fay of any activity that may overlap or conflict with Alcalde & Fay's efforts. All activities will be closely coordinated and the Client will direct, approve and maintain overall responsibility for Alcalde & Fay's activities.

5. Alcalde & Fay shall use information furnished to it by the Client only for the purposes of performing the services outlined in this Agreement, and shall maintain as confidential any information or material so identified by the Client.

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6. Alcalde & Fay shall comply with all applicable laws and regulations of the United States in the performance of the agreed upon services.

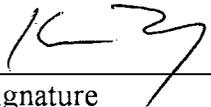
7. This Agreement shall be construed and interpreted and its performance governed by the laws of the State of Virginia.

8. Alcalde & Fay shall perform services under this Agreement as an independent contractor and shall not be the employee of the Client for any purpose whatsoever. Neither party to this Agreement shall have the right to make any promise, warranty, or representation, to execute any contract, nor otherwise to assume any obligation or responsibility in the name of, or on behalf of the other unless authorized in writing by an authorized official of the other party.

9. Neither party may assign, amend, or transfer any of the rights or obligations under this Agreement except by mutual written agreement of the parties, which shall be binding on the successors of the parties.

This contract contains the entire agreement between Alcalde & Fay and the Client.

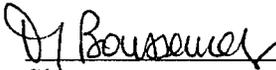
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives:



Signature
Kevin Fay

President, Alcalde & Fay
Title

11/12/08
Date



Signature

President
Title

17. 11. 2008
Date

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