

U.S. Department of Justice

Washington, DC 20530

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

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <http://www.fara.gov>.

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.

1. Name and Address of Registrant Daniel J. Edelman, Inc. / 200 E. Randolph / Flr 63 / Chicago / IL / 60601		2. Registration No. 3634						
3. Name of Foreign Principal Permanent Mission of the Kingdom of Saudi Arabia	4. Principal Address of Foreign Principal 809 UN Plaza 10th Floor New York, NY, 10017							
5. Indicate whether your foreign principal is one of the following:								
<input type="checkbox"/> Foreign government <input type="checkbox"/> Foreign political party <input checked="" type="checkbox"/> Foreign or domestic organization: If either, check one of the following: <table style="width: 100%; border: none;"> <tr> <td><input type="checkbox"/> Partnership</td> <td><input type="checkbox"/> Committee</td> </tr> <tr> <td><input type="checkbox"/> Corporation</td> <td><input type="checkbox"/> Voluntary group</td> </tr> <tr> <td><input type="checkbox"/> Association</td> <td><input checked="" type="checkbox"/> Other (<i>specify</i>) <u>Permanent Mission to United Nations</u></td> </tr> </table> <input type="checkbox"/> Individual-State nationality _____			<input type="checkbox"/> Partnership	<input type="checkbox"/> Committee	<input type="checkbox"/> Corporation	<input type="checkbox"/> Voluntary group	<input type="checkbox"/> Association	<input checked="" type="checkbox"/> Other (<i>specify</i>) <u>Permanent Mission to United Nations</u>
<input type="checkbox"/> Partnership	<input type="checkbox"/> Committee							
<input type="checkbox"/> Corporation	<input type="checkbox"/> Voluntary group							
<input type="checkbox"/> Association	<input checked="" type="checkbox"/> Other (<i>specify</i>) <u>Permanent Mission to United Nations</u>							
6. If the foreign principal is a foreign government, state:								
a) Branch or agency represented by the registrant n/a								
b) Name and title of official with whom registrant deals								
7. If the foreign principal is a foreign political party, state:								
a) Principal address n/a								
b) Name and title of official with whom registrant deals								
c) Principal aim								

Formerly CRM-157

FORM NSD-3
Revised 03/11

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.

To promote the interests of the Kingdom of Saudi Arabia to the UN

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.)*

Fully funded by the Saudi government in the same capacity as an embassy to promote the interests of the country abroad.

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.

n/a

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to the registration statement and 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 of Exhibit A	Name and Title	Signature
March 14, 2013		/s/ Randall Corley eSigned

U.S. Department of Justice
Washington, DC 20530

**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. Compliance is accomplished by filing an electronic Exhibit B form at <http://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 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 .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 Daniel J. Edelman, Inc.	2. Registration No. 3634
--	---------------------------------

3. Name of Foreign Principal

Permanent Mission of the Kingdom of Saudi Arabia

Check Appropriate Box:

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.

Provide written brochures.

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

Creative services to promote the Kingdom of Saudi Arabia with key groups within the United Nations and United Nations observers.

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.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and 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 of Exhibit B	Name and Title	Signature
March 14, 2013		/s/ Randall Corley eSigned

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.

Below are the emails authorizing Edelman to proceed with the work, authorizing Edelman to bill the client (email from the client) and the unsigned Scope of Work. We will send a signed form once it is in place.

Billing Approval:

From: Rahima Williams
Sent: Thursday, February 07, 2013 11:26 AM
To: Correcha, Carlos
Subject: Re: Rahima could you please "approve" for us to bill you

Yes,
That is the correct amount. so you can go ahead with invoice for that amount.

Rahima

Rahima Abdul Rahman Abdullah
Permanent Mission of Saudi Arabia to the UN
Special Adviser to the Ambassador
New York, NY

On Thu, Feb 7, 2013 at 12:08 PM, Correcha, Carlos wrote:
Rahima,

Could you please reply to this e-mail saying that you approve us to bill you for USD\$60,000 for the second phase of the program?
Once we get your reply, our accounting department will go ahead and send you the invoice.
Thank you!
Carlos

Work Approval:

From: Rahima Williams
Sent: Tuesday, February 05, 2013 3:43 PM
To: Correcha, Carlos
Cc: Farah AbdulazizAl-Sweel; Sullivan, Jere; Holloway, Michael; Suiters, Tyler; Fiedler, Libby;
Subject: Re: Video Outline for your review and approval | 3 PM

Go ahead,

Rahima Abdul Rahman Abdullah
Permanent Mission of Saudi Arabia to the UN
Special Adviser to the Ambassador
New York, NY

On Feb 5, 2013, at 4:13 PM, "Correcha, Carlos" wrote:

Hi, Rahima,

Given the time investment that will go into production (also because this will be done via an outside vendor), unfortunately, we cannot move forward without the Ambassador's final approval. In the event that we do not receive it today, the likelihood of the Mission receiving this in time for Thursday is pretty slim.

Our apologies. We look forward to hearing from you.

Best,
Carlos Correcha

From: Rahima Williams
Sent: Tuesday, February 05, 2013 3:41 PM
To: Correcha, Carlos
Cc: Farah Abdulaziz Al-Sweel; Sullivan, Jere; Holloway, Michael; Suiters, Tyler; Fiedler, Libby;
Subject: Re: Video Outline for your review and approval | 3 PM

Is there anyway we can go ahead with production? The Ambassador will be in meetings for the rest of the day. Will have to make changes after.
Thoughts?

Rahima Abdul Rahman Abdullah
Permanent Mission of Saudi Arabia to the UN
Special Adviser to the Ambassador
New York, NY 10017

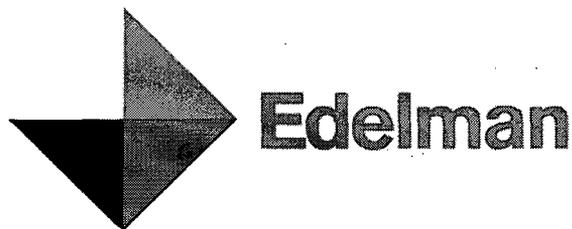
On Tue, Feb 5, 2013 at 3:07 PM, Correcha, Carlos wrote:
Rahima and Fara,

Please use this file. The one sent by Tyler a little while ago must have gotten corrupted during transmission and the content does not appear correctly.
Please note that we need your final approval on this as soon as possible. No production can occur until we get your green light and we are very delayed at this point.

We look forward to your thoughts.

Best,

Edelman Team



LETTER OF INTENT

January 25, 2013

Rahima Williams
The Permanent Mission of the Kingdom of Saudi Arabia
809 UN Plaza 10th Floor
New York, NY, 10017

Dear Ms. Williams:

It is Edelman's policy to document in contractual form the terms under which it accepts client assignments so there will be no misunderstandings at a later date. Recognizing, however, that final agreement on the contract can be delayed for various reasons, we ask you or another authorized representative of **The Permanent Mission of the Kingdom of Saudi Arabia** ("Client") to sign this interim letter authorizing us to commence work on your behalf effective December 19, 2012 through December 31, 2013 for public relations services set forth in Exhibit A. In the event of non payment of an invoice, Edelman may terminate this interim letter. Services shall be rendered by the Washington, DC and New York offices of Edelman, unless specifically provided otherwise herein. This letter may be renewed upon the mutual agreement of the parties. In the event this letter expires without renewal, but the parties continue to perform, the terms and conditions of this letter shall govern until renewed or a new agreement is negotiated.

Edelman shall bill Client for its professional fees according to the budgeted costs set forth in Exhibit A. Edelman shall not be obligated to provide Client with hourly billing detail. In addition, Edelman shall bill Client out-of-pocket costs which includes a 10% service charge (other than with respect to travel and entertainment expenses reimbursable to Edelman employees). Invoices are due on the invoice date, but won't be deemed late if paid within thirty days. All amounts due under this Agreement shall be billed and paid in US dollars. Edelman reserves the right to adjust the budget if there is a variation in any relevant currency exchange rate greater than two percent (2%). Client, recognizing that Edelman is obligated to pay out-of-pocket, third party vendor expenses and other costs in full in the local currency in which they were incurred, shall reimburse Edelman if any shortfall occurs as a result of fluctuating currency exchange rates. In such instances, Edelman will include an adjustment in the next monthly invoice or render a separate invoice. Unless specifically paid for by Client, Edelman does not perform any searches, including but not limited to, trademark, copyright or patent searches, to determine if materials prepared or provided by it, or any portion thereof, may infringe the rights of any third party, and such searches and determinations are the responsibility of Client. Nothing herein shall prohibit or prevent Edelman from using materials that are obtained from third parties pursuant to limited licenses.

Client represents and warrants that the materials and information it provides to Edelman are accurate and complete and that it is the owner or licensee of all intellectual property rights sufficient to enable Edelman to edit, reproduce and otherwise use, publish and distribute such materials in performing services for Client hereunder. Client shall defend, indemnify and hold Edelman harmless from and against any third-party liabilities, actions, claims, damages, judgments or expenses, including reasonable attorneys' fees and costs, (collectively "Claims") that arise out of or relate to: (i) Client's information, statements or materials (including any Claims relating to intellectual property rights therein), prepared or provided by Client, that Client directed Edelman to use or that were approved by Client, including, without limitation,

any Claims of infringement or misappropriation of copyright, trademark, patent, trade secret or other intellectual property or proprietary right, infringement of the rights of privacy or publicity, or defamation or libel (ii) product liability or death, personal injury or property damage arising out of, or relating to, Client's acts or omissions or Client's products, services or equipment; and/or (iii) Client's negligence or willful misconduct. In addition, in matters in which Edelman is not an adverse party, Client shall pay or reimburse Edelman for all reasonable staff time, attorneys' fees and expenses Edelman incurs in relation to subpoenas, depositions, discovery demands and other inquiries in connection with suits, proceedings, governmental, legislative or regulatory hearings, investigations or other civil or criminal proceedings in which Client is a party, subject or target.

EDELMAN'S AGGREGATE LIABILITY ARISING OUT OF, OR RELATING TO, THIS INTERIM LETTER AGREEMENT (WHETHER IN CONTRACT, TORT OR OTHER LEGAL THEORY) SHALL NOT EXCEED THE AMOUNT OF FEES PAID BY CLIENT TO EDELMAN HEREUNDER. IN ADDITION, EDELMAN SHALL NOT BE LIABLE TO CLIENT FOR ANY SPECIAL, CONSEQUENTIAL, PUNITIVE OR OTHER INDIRECT DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST REVENUES OR PROFITS), WHETHER OR NOT NOTIFIED OF SUCH DAMAGES.

Each party will use reasonable efforts to keep confidential all information and materials so designated by the other party and to limit access to such information and materials to those with a need to know for purposes of performing this Agreement. Notwithstanding the foregoing, each party acknowledges that information and materials shall not be deemed confidential for the purposes of this Agreement if such information and materials: (i) become publicly available through no wrongful act or breach of any obligation of confidentiality on the receiving party's part; (ii) are, at the time of disclosure, lawfully known to the receiving party without restriction on disclosure; (iii) are independently developed or obtained by the receiving party without breach of this Agreement; (iv) are required to be disclosed by law or applicable legal process; or (v) are authorized for release by the disclosing party.

This interim letter shall be construed in accordance with the laws of the State of Illinois, regardless of any conflict of law rules. By signing below, Client authorizes Edelman to begin work on its behalf on the aforesated terms pending finalization of a formal contract with the understanding that we will be governed by the terms of the written contract when it is signed by both parties.

Please sign both copies of this letter, retaining the original for your files and returning the copy to us.

ACCEPTED AND AGREED TO ON THIS ___ DAY OF _____, 2013.

THE PERMANENT MISSION OF THE KINGDOM OF SAUDI ARABIA

DANIEL J. EDELMAN, INC.

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

**The Permanent Mission of the Kingdom of Saudi Arabia and Edelman
STATEMENT OF WORK #1
December 19, 2012 – January 19, 2013**

Pursuant to the Agreement by and between The Permanent Mission of the Kingdom of Saudi Arabia ("Client") and Daniel J. Edelman, Inc., doing business as Edelman ("Edelman") dated January 24, 2013, this Statement of Work is incorporated into and subject to the terms and conditions of the Agreement. The parties agree to the below Scope of Services and financial terms:

SCOPE OF SERVICES

Overview

Program Planning and Intelligence

Creative services to promote the Kingdom of Saudi Arabia with key groups within the United Nations and United Nations observers.

All content developed under the standard Edelman fee will be drafted and approved in English language only.

The scope of this contract pertains only to the development of creative materials:

- Logo design
- Tagline development
- Brochure development
 - Production management (300 copies)

Fee based on a one-time fee payable immediately upon receipt of the invoice; additional deliverables may be provided for additional fee.

Production and distribution costs for all deliverables (e.g. press release distribution; creative content; events invitations, etc.) are considered OOP and will be invoiced separately.

All Travel and other OOPs to be billed separately.

Any items not contemplated above will be considered outside the Scope of Services. This agreement constitutes Phase I (one) of a larger program, which if agreed upon by the Client will expand the Scope of Services, the amount required to perform the additional services will be agreed upon and an Addendum will be attached to the current Statement of Work.

BUDGET

Professional Fees:	\$30,000
Total:	\$30,000

TERMS

Fee Billing. Edelman shall invoice Client in accordance to the payment schedule set forth below. Fees are based on the Scope of Services above and not based on actual hours. As such, Edelman shall not be obligated to provide Client with hourly billing detail.

Expense Billing. Edelman shall invoice Client the actual out-of-pocket expense amount(s) at the end of the month on an as incurred basis. Actual expenses may vary from any estimated amounts provided in the Budget section.

Prepaid. Fee to be pre-paid prior to commencing work. Separate out-of-pocket invoices will be distributed at the end of each month.

Invoices. Edelman will render invoices to include professional services in one lump sum and expenses by category. Documentation for out-of-pocket expenses will be available upon request. Payment of the invoices will be due net thirty (30) days from the invoice date. All such invoices shall be addressed to:

Name:	Rahima Williams
Company Name:	The Permanent Mission of the Kingdom of Saudi Arabia
Address:	809 UN Plaza 10th Floor New York, NY, 10017

Purchase Order. The client Purchase Order number is N/A.

FIXED FEE BILLING SCHEDULE

ESTIMATED INVOICE DATE	AMOUNT \$
December 2012	\$30,000

Invoice amount does not include additional budget items related to social media and web site development.

ACCEPTED AND AGREED TO ON THIS ___ DAY OF _____, 2013.

**THE PERMANENT MISSION OF THE
KINGDOM OF SAUDI ARABIA**

DANIEL J. EDELMAN, INC.

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

**The Permanent Mission of the Kingdom of Saudi Arabia and Edelman
STATEMENT OF WORK #2
January 21, 2013 – February 28, 2013**

Pursuant to the Agreement by and between The Permanent Mission of the Kingdom of Saudi Arabia ("Client") and Daniel J. Edelman, Inc., doing business as Edelman ("Edelman") dated January 24, 2013, this Statement of Work is incorporated into and subject to the terms and conditions of the Agreement. The parties agree to the below Scope of Services and financial terms:

SCOPE OF SERVICES

Overview

Program Planning and Intelligence

Creative services to promote the Kingdom of Saudi Arabia with key groups within the United Nations and United Nations observers.

All content developed under the standard Edelman fee will be drafted and approved in English language only.

The scope of this contract pertains only to the development of creative materials:

- Promotional book development (450 copies)
- Giveaway concept development (450 units)
- Promotional video development
- Event backdrop development
- Strategic counsel

Fee based on a one-time fee payable immediately upon receipt of the invoice; additional deliverables may be provided for additional fee.

Distribution costs for all deliverables (e.g. press release distribution; creative content; events invitations, etc.) are considered OOP and will be invoiced separately.

All Travel not contemplated in the budget and other OOPs to be billed separately.

Any items not contemplated above will be considered outside the Scope of Services. This agreement constitutes Phase I (one) of a larger program, which if agreed upon by the Client will expand the Scope of Services, the amount required to perform the additional services will be agreed upon and an Addendum will be attached to the current Statement of Work.

BUDGET

Professional Fees:	\$159,712.32
Total:	\$159,712.32

TERMS

Fee Billing. Edelman shall invoice Client in accordance to the payment schedule set forth below. Fees are based on the Scope of Services above and not based on actual hours. As such, Edelman shall not be obligated to provide Client with hourly billing detail.

Expense Billing. Edelman shall invoice Client the actual out-of-pocket expense amount(s) at the end of the month on an as incurred basis. Actual expenses may vary from any estimated amounts provided in the Budget section.

Prepaid. Fee to be pre-paid prior to commencing work. Separate out-of-pocket invoices will be distributed at the end of each month.

Invoices. Edelman will render invoices to include professional services in one lump sum and expenses by category. Documentation for out-of-pocket expenses will be available upon request. Payment of the invoices will be due net thirty (30) days from the invoice date. All such invoices shall be addressed to:

Name:	Rahima Williams
Company Name:	The Permanent Mission of the Kingdom of Saudi Arabia
Address:	809 UN Plaza 10th Floor New York, NY, 10017

Purchase Order. The client Purchase Order number is **N/A**.

FIXED FEE BILLING SCHEDULE

ESTIMATED INVOICE DATE	AMOUNT \$
January 2013	\$159,712.32

Invoice amount does not include additional budget items related to social media and web site development.

ACCEPTED AND AGREED TO ON THIS ___ DAY OF _____, 2013.

**THE PERMANENT MISSION OF THE
KINGDOM OF SAUDI ARABIA**

DANIEL J. EDELMAN, INC.

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____