

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.

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 .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 The Harbour Group	2. Registration No. 5478
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3. Name of Foreign Principal Embassy of the United Arab Emirates

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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.

The Harbour Group will provide communications consulting services related specifically to support the work of the US-Emirates Alliance, LLC in implementing a public diplomacy program on behalf of the Embassy of the United Arab Emirates.

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

See copy of contracts attached for the 2009 and 2010 UAE Program

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

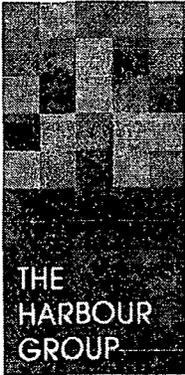
If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

Activities will include efforts to influence United States policy with respect to trade, bi-lateral relations, geopolitical issues, strategic issues, business and investment issues. These efforts, will include meeting with government policy makers and opinion leaders. Outreach to media, think tanks, business leaders, experts, academia, etc. This will be achieved thru the dissemination of informational materials, press releases, the Internet, E-Mail, pamphlets, letters, lectures, web sites, meetings, student exchange, visits, etc.

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Date of Exhibit B	Name and Title	Signature
	Richard Marcus, Managing Director, The Harbour Group	

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.



January 1, 2009

Richard I. Mintz
US - Emirates Alliance, LLC
2300 N Street, NW
Suite 1200
Washington, DC 20037

RE: 2009 UAE Program

Dear Richard:

The following terms and conditions constitute the entire Consultant's Agreement between The US - Emirates Alliance, LLC (Alliance) and The Harbour Group [THG].

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TERMS AND CONDITIONS

1. Purpose of Engagement, Scope and Limitation of Authority

- (a) THG agrees to provide communications consulting services related specifically to support the work of the Alliance in implementing a public diplomacy program on behalf of the Embassy of the United Arab Emirates. THG agrees to effectively and diligently perform services hereunder in accordance with sound professional standards and practices and to comply with all applicable laws. THG, to the extent consistent with the performance of obligations hereunder, shall be free to undertake activities pursuant hereto when, where and how THG shall determine.

2. Confidential and Proprietary Information

- (a) THG agrees that all correspondence, documents, drawings and other materials relating to the business of the Alliance, whether or not prepared by THG, and all equipment, supplies and other property in the possession of THG at any time, shall be used exclusively for the purpose the engagement hereunder and shall remain the sole property of the Alliance.
- (b) THG agrees not to disclose or authorize others to disclose to any unauthorized person, at any time, and whether during or following the engagement hereunder, any information, whether or not believed to be of a

confidential nature, concerning any aspect of the Alliance or its business, partners, suppliers, independent contractors, financial conditions, operating procedure, know-how, or work and organizational methods, or any similar information concerning the business of the Alliance members, affiliates, partners or clients.

3. Fees and Expenses

- (a) The Alliance agrees to pay THG a monthly fee based on hours worked and standard billing rates of THG employees. THG will invoice the Alliance within 15 days after the last calendar day of each month for activities performed in the preceding month. (i.e., the invoice sent in November is to cover activities performed in October etc.).
- (b) The Alliance shall reimburse THG for out-of-pocket expenses for travel and other direct charges. A statement of out-of-pocket expenses for travel and other direct charges shall be made to the Alliance by THG at the end of each calendar month for expenses incurred during the previous month

4. Termination

- (a) The terms of this agreement shall be effective as of January 1 2009 and may be terminated or reassessed on December 31 2009.
- (b) The Alliance and THG shall each have the right to terminate THG's engagement hereunder for any reason, or for no reason, upon 60 days prior written notice. The Alliance shall also have the right to terminate THG's engagement hereunder without notice in the event of THG's breach of default in the performance of services or compliance with other covenants and agreements hereunder.

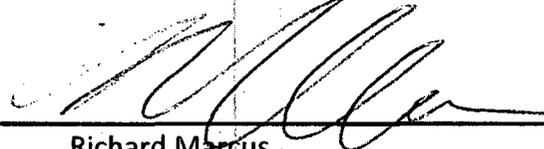
5. Miscellaneous

- (a) This Agreement contains the entire agreement and understanding between the parties and can be amended only by written agreement of the parties.
- (b) This agreement shall be governed by the laws of the District of Columbia.

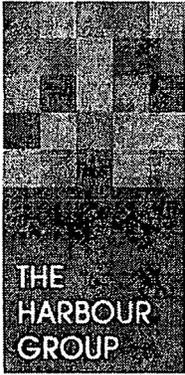
Date: 1-1-09



Richard I. Mintz
For The US - Emirates Alliance



Richard Marcus
For The Harbour Group



January 1, 2010

Richard I. Mintz
US - Emirates Alliance, LLC
2300 N Street, NW
Suite 1200
Washington, DC 20037

RE: 2010 UAE Program

Dear Richard:

The following terms and conditions constitute the entire Consultant's Agreement between The US - Emirates Alliance, LLC (Alliance) and The Harbour Group [THG].

TERMS AND CONDITIONS

1. Purpose of Engagement, Scope and Limitation of Authority

(a) THG agrees to provide communications consulting services related specifically to support the work of the Alliance in implementing a public diplomacy program on behalf of the Embassy of the United Arab Emirates. THG agrees to effectively and diligently perform services hereunder in accordance with sound professional standards and practices and to comply with all applicable laws. THG, to the extent consistent with the performance of obligations hereunder, shall be free to undertake activities pursuant hereto when, where and how THG shall determine.

2. Confidential and Proprietary Information

(a) THG agrees that all correspondence, documents, drawings and other materials relating to the business of the Alliance, whether or not prepared by THG, and all equipment, supplies and other property in the possession of THG at any time, shall be used exclusively for the purpose the engagement hereunder and shall remain the sole property of the Alliance.

(b) THG agrees not to disclose or authorize others to disclose to any unauthorized person, at any time, and whether during or following the engagement hereunder, any information, whether or not believed to be of a

confidential nature, concerning any aspect of the Alliance or its business, partners, suppliers, independent contractors, financial conditions, operating procedure, know-how, or work and organizational methods, or any similar information concerning the business of the Alliance members, affiliates, partners or clients.

3. Fees and Expenses

- (a) The Alliance agrees to pay THG a monthly fee based on hours worked and standard billing rates of THG employees. (Schedule attached.) THG will invoice the Alliance within 15 days after the last calendar day of each month for activities performed in the preceding month. (i.e., the invoice sent in November is to cover activities performed in October etc.).
- (b) The Alliance shall reimburse THG for out-of-pocket expenses for travel and other direct charges. A statement of out-of-pocket expenses for travel and other direct charges shall be made to the Alliance by THG at the end of each calendar month for expenses incurred during the previous month

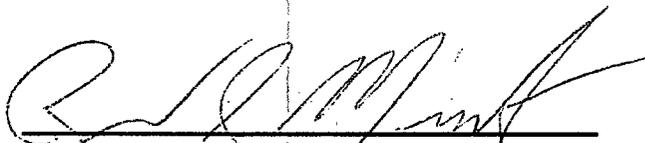
4. Termination

- (a) The terms of this agreement shall be effective as of January 1 2010 and may be terminated or reassessed on December 31 2010.
- (b) The Alliance and THG shall each have the right to terminate THG's engagement hereunder for any reason, or for no reason, upon 60 days prior written notice. The Alliance shall also have the right to terminate THG's engagement hereunder without notice in the event of THG's breach of default in the performance of services or compliance with other covenants and agreements hereunder.

5. Miscellaneous

- (a) This Agreement contains the entire agreement and understanding between the parties and can be amended only by written agreement of the parties.
- (b) This agreement shall be governed by the laws of the District of Columbia.

Date: 1-1-10



Richard I. Mintz
For The US - Emirates Alliance



Richard Marcus
For The Harbour Group

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