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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 BROWN LLOYD JAMES 250 WEST 57TH STREET, SUITE 1311 NEW YORK, NY 10107	2. Registration No. 5875
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3. Name of foreign principal QATAR TOURISM AUTHORITY	4. Principal address of foreign principal Attention: QATAR TOURISM AUTHORITY PO Box 24624 Doha Qatar
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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
QATAR TOURISM AUTHORITY
- b) Name and title of official with whom registrant deals
WALID CHARBEL

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

- a) Principal address
- b) Name and title of official with whom registrant deals
- c) Principal aim

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.

PROMOTION OF THE TOURISM AUTHORITY FOR THE STATE OF QATAR

b) Is this foreign principal

Supervised by a foreign government, foreign political party, or other foreign principal

Yes No

Owned by a foreign government, foreign political party, or other foreign principal

Yes No

Directed by a foreign government, foreign political party, or other foreign principal

Yes No

Controlled by a foreign government, foreign political party, or other foreign principal

Yes No

Financed by a foreign government, foreign political party, or other foreign principal

Yes No

Subsidized in part by a foreign government, foreign political party, or other foreign principal

Yes No

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

CONDUCTING PUBLIC RELATIONS ACTIVITIES FOR THE TOURISM AUTHORITY

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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.

Date of Exhibit A
30 JUNE 2010

Name and Title
M: Philip Elwood, Vice President

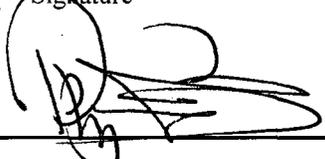
Signature


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
BROWN LLOYD JAMES

2. Registration No.
5875

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3. Name of Foreign Principal
QATAR TOURISM AUTHORITY

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.
DISTRIBUTE MATERIALS AND INFORMATION ABOUT THE ORGANIZATION

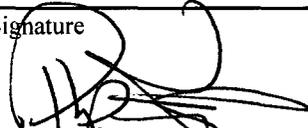
8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

MEDIA RELATIONS FOR THE TOURISM AUTHORITY AND ITS 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.

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Date of Exhibit B 30 JUNE 2010	Name and Title M Philip Elwood, Vice 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.



Qatar قطر



**BIDDING NATION
QATAR**

Date : 01/11/2009
Ref : QTA/426/010

**M/S. Brown Lloyd James
P.O. Box # 8019, Doha, Qatar,
Tel: +974 465 0211
Fax: +974 467 4506
Doha-Qatar**

Dear Sirs,

With reference to the contract signed between QTA and your honorable company "Brown Lloyd James".

We are pleased to inform you that QTA has the intention to renew this contract for another one year period starting from 01/11/09 until 31/10/10 and this renewal is based on your work plan which has been presented to QTA and any probable amendments/modification requested by QTA araised as future needs.

All other terms and conditions which were mentioned in the original contract will remain the same.

Best Regards,

**Walid Charbel
Head of Finance Department**

Qatar Tourism Authority
PO Box 24624, Qatar
T +974 499 7499
F +974 499 1919

WWW.QATARTOURISM.GOV.QA

الهيئة العامة للسياحة
ص.ب: ٢٤٦٢٤، قطر
هاتف: +٩٧٤ ٤٩٩ ٧٤٩٩
فاكس: +٩٧٤ ٤٩٩ ١٩١٩

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Accordingly, the Second Party has submitted to the First Party an irrevocable and unconditional bank guarantee (hereinafter the "Performance Bond") to guarantee the smooth execution of its obligations stipulated in the Contract, issued by HSBC Bank under No. PEB DOH 083735 for (QR66,000) (Qatar Riyal .Sixty Six Thousand Only) 10% of the contract value, valid up to 01/11/2009, and extendable upon QTEA request. The Performance Bond will be presented by the Second Party upon signing this contract. As such, the parties acknowledge their legal capacity to conclude this contract, and agree to the following terms and conditions.

Article (1)

Each of (a) the above preamble, (b) the tender ref: Limited Bid (No. 11./2008) which has for subject to contract with one of the Technical and specialized companies to Carrying out the Public Relations and Communications Campaign for covering the events and activities of Qatar Tourism and Exhibitions Authority (QTEA), (c) the technical & financial proposals which have been submitted by the Second Party to participate in the bid No: 11/2008 mentioned above (hereinafter, the "Proposal"), (d) detailed work reports about the implementations and progression of the works prepared by the Second Party after each WORK or upon First Party's request, and (e) the correspondence exchanged between both parties, are considered as integral and complementary part of this contract.

Article (2)

According to this contract, the First Party had contracted with the Second Party to carry out the following:

- 1- Carry out all activities required by QTEA.
- 2- The Second Party needs to be consistent, and feel confident with professional face to media. Should maximize speed without compromising the return as well as it need trusted transparency in all markets.
- 3- Local Execution: To present country and industry specific strategies and programs for the local audience. Focusing on local relevance and central resources. All to deliver within the global brand philosophy.
- 4- Global / Regional Strategy: To present central strategy, core programs, and creative resources for QTEA messages. And maintain international liaison and integration with all media. Building library for Materials and measuring outcome.



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- 5- Regional Campaigns / Activities: To carry out templates, regional spin / event / activities. Sustain regional media relations as well as preparing features for case studies and customer stories.
- 6- Best Practice : To conduct the following activities
- Training and communication sessions that will include ideas-sharing / networking / case studies, conferences / planning sessions. Also to develop IT capabilities e.g intra & extranet.
 - Measuring options, setting media placement targets, audience reach and content analysis. Attitude and Awareness tracking, equivalent advertising value, benchmarking studies, computerized media monitoring, direct response PR and precision.
 - Delivering approach, messaging & positioning statements, media outreach, launch event and copywriting services.
- 7- Measurement & Evaluation : to submit the following indicatives :
- Output (How many releases, activities take place Vs. plan)
 - Outcome (volume of coverage, AVE rate, positive / negative assessment)
 - Outgrowth (the impact, the coverage has on reputation or brand awareness)
 - Daily cuttings and provision of reports daily, weekly, monthly, and in hard or soft copy as required with accompanying AVE/ advertising rate calculation
 - Tasks to be executed :
 - Creating the Message
 - Locating Audience
 - Opinion Polling
 - Media outreach
 - Special Events
 - Additional ways to promote Qatar
 - Conferences and exhibitions overseas
 - Copywriting
 - Corporate communication
 - Media Monitoring
 - Editorial Services
 - Road Shows



Article (3)

OBLIGATIONS OF THE SECOND PARTY

- ❖ The Second Party shall perform the services described in QTEA's tender ref (No 11/2008) which mentioned above in this contract, and any other related services requested by the First Party during the execution of this contract.
- ❖ The Second Party shall perform the Services in a professional manner and in compliance with the terms of this contract and all applicable laws. During that the Second Party shall abide by the following:
 - 1- All works of the bid must be newly created and they should not be drawn or extracted from previous or used works, or preserved programs of another party. The Second Party will be responsible by oneself about infract of Third Party copyright or intellectual property.
 - 2- Preparation of creative work in two languages, (English and Arabic) so the content of the prepared materials must be in these two languages.
 - 3- Adhere to carry out all works concerning the contract in accordance with international specification and measures.
 - 4- The contractor must conclude necessary contracts and perform necessary actions to carry out the works.
 - 5- The Second Party adheres to carry out all the indicated works according to the time-table submitted from the Second Party which has to be approved by the two parties.
 - 6- The Second Party adheres to submit a detailed weekly report about the implementation and progression of works which are required by the First Party, in accordance to the time-table mentioned above.
 - 7- Without violation of completion of works during the agreed period, the First Party has the right to make modifications on the works plan, and the Second Party should adhere to these modifications.



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- 8- The Second Party should follow the written instructions of the First Party or his representatives. Also, the Second Party should adhere to all implemented laws and regulations of the state of QATAR related to the execution of the required works, and to issue any permit and to settle all fees and expenses related to these works.

Article (4)

OBLIGATIONS OF FIRST PARTY

- 1- The First Party shall provide the Second Party with all reasonable information needed to enable the Second Party to perform the Services hereunder.
- 2- The First Party will make every effort permitted for him by Qatari laws to defend, indemnify and hold harmless the Second Party from and against any damage affecting him as a result of executing this contract.
- 3- The First Party will make every effort to help the Second Party to execute this agreement more complete.
- 4- The First Party shall compensate the Second Party for the provision of the Services in accordance with the provision of Article (5) of this Contract.

Article (5)

PAYMENT TERMS

The First Party shall pay to the Second Party, at the end of each month, an amount of (Q.R 55,000.-) Qatari Riyal Fifty Five Thousand, against the completion of works on monthly basis and on the full satisfaction of QTEA and based on the time-table which has been set at the beginning to carry out the required works and the evaluation report of achieved works.

Article (6)

With no contravention of the execution of the accomplishment in the limited time, the first party shall have the right to claim for entering the modifications he likes during the execution, and the second party has to



abide by carrying out these modifications, and the accountancy between them will be according to what had been really done.

Article (7)

OWNERSHIP: USE OF MATERIALS

The Second Party, at the end of this contract's period, shall hand over all the materials used to the First Party who is the sole and exclusive proprietor of these items. The obligations of the Second Party shall not be ended according to this contract even if its period is finished unless the mentioned delivery operation is done and accordance with a handing over and inventory report approved and signed by both Parties.

Article (8)

COPYRIGHT AND INTELLECTUAL PROPERTY

The finished products and publications will be, without limitation, the property (whether by copyright, intellectual property, or in any other tangible or intangible form) of First Party (QTEA). For the avoidance of any doubt, all intellectual or proprietary property and information, supplied or developed in connection to the CONTRACT shall be and remain the sole and exclusive property of First Party (QTEA).

Article (9)

It is possible for the First Party to compensate the Second Party for additional works up to an amount not more than 20% of the amount of the contract, or to reduce the works in the same rate, provided that the Second Party should carry out the additional works after such have been approved by the First Party and mutually agreed upon in writing

Article (10)

CONFIDENTIALITY

Each party (the "Receiving Party") will treat and properly safeguard as confidential any and all information, documents, papers, programs and ideas related to the other party (the "Disclosing Party"). The operations, financials and products, disclosed to the Receiving Party and designated by the Disclosing Party shall be treated as confidential or which should be reasonably understood to be confidential ("Confidential Information"). Confidential Information shall not include information (a) that falls into the public domain;(b) that is disclosed to the Receiving Party by a third party which is not under an obligation of confidentiality to the Disclosing Party; (c) was already known to the Receiving Party. In the course of performing the Services which mentioned in this contract, the Second



Party may disclose Confidential Information as client shall have approved for disclosure. This provision shall remain in full force and effect for a period of three (3) years following the completion of the Services which mentioned.

Article (11)
PUBLICITY

After the First Party's written permission and approval, the Second Party may use First Party's name and any non-confidential materials produced hereunder in the Second Party's portfolio, for internal and trade purposes.

Article (12)
TERM & TERMINATION

- 1- This Contract shall continue in full force and effect, commencing upon signing this contract and terminating on the 02th 11 of 2009.
- 2- First Party (QTEA) has the right to rescind the contract after one month from informing the second party in writing and without showing the reasons
- 3- First Party (QTEA) has the right to terminate this contract for any cause at any time during the Term upon the provision of prior written notice to the Second Party, consistent with the terms of this Contract.
- 4- Notwithstanding the provisions of Section (1) hereof, this Contract may be terminated by written notice immediately effective upon receipt by either party if one of the both parties:
 - Become insolvent or go into liquidation or receivership or be admitted to the benefits of any procedure for a settlement of debt, or be declared bankrupt.
 - Be dissolved.
 - Be prevented from fulfilling its contractual obligations hereunder as a result of an event of
 - Force majeure or any other reason outside the control of both parties which occurs during the term.

Article (13)

The First Party (QTEA) has the right to rescind from the contract after informing the Second Party in writing and without stating the reasons for public interest cases (high authority policy). In this case, the two parties agree together of the compensation of the expenses which the Second Party has incurred until the revocation of the contract. He will be asked to present all documents, bills and



official papers, according to the attached agreement with the annexes and the timetable in this contract.

Article (14)

During any notice period of termination of this Contract, all rights, duties and responsibilities of the parties hereunder will remain in full force and effect and both parties will continue to perform in accordance with this Contract. Upon termination of this contract, with respect to any milestone that remains incomplete upon the effective date of termination, the Second Party shall invoice the First Party for all Services provided and the Second Party shall transfer, assign and deliver back to the First Party or its representative all materials that are in possession of the Second Party or any belongings paid by the First Party.

Article (15)

PENALTY CLAUSE

- In case of non-observance of the second party to carry out the required works in the contract, or delay of this without an acceptable reason to be satisfactory to the first party, the later will have the right to make fine (penalty) on the second party as follows :-
 - 1- %10 of the contract amount for every week of delay.
 - 2- If the delaying is more than two weeks, the contract will be terminated, and the insurance amount will be attached, and all amounts paid by the QTEA will be returned. The second party will be claimed of compensation to QTEA for delay and damage.
- QTEA will inform the second party in case of violating any article of the contract, or its annexes to avoid it within three days to meet his liabilities. In case of continuing the violation, the first party will have the right to rescind the contract without any pleas , and attach the amount of the letter of credit, without breaching of the right of the first party to claim for compensation of the damage resulting from this revocation.
- QTEA has the right to rescind the contract and forfeit the final insurance without breaching of its right to claim the compensations resulting from this against the second party in these cases:-



- If the second party used cheat and fraud in carrying out the works.
- If the second party go bankrupt or become insolvent.
- If the second party withdraw from the works or stop working for more than three days.
- If the second party made hidden contract with others, or transferred the works to others without approval from the first party.
- If the second party not adhere to the instruction of the QTEA concerning the contract and does not carry out them within three days from the information of him.

Article (16)

LIMITATION OF LIABILITY

First party (QTEA) shall not have any liability hereunder for any indirect, special, punitive or consequential damages including, without limitation, loss of profit or business opportunities.

Article (17)

INDEMNIFICATION

The Second Party agrees to indemnify and hold QTEA harmless and its officers, employees, agents and contractors, from and against all third party actions, claims, proceedings, expenses and costs (including reasonable lawyers' fees) and damages, losses or liabilities due to the performance of the services by the Second Party and its employees, agents and contractors.

Article (18)

FORCE MAJEURE

Neither party will be liable for any delay or failure to carry out or make continuously available its obligations under this Contract if such delay or failure is due to any cause beyond such party's control including without limitation restrictions of law or regulations, civil disobedience, acts of God, acts of terrorism or war, earthquake, hurricane.



Article (19)
ASSIGNMENT

This contract is binding upon and shall inure to the benefit of each of the parties hereto and it is mutually agreed that neither party shall assign the benefits or obligations of this contract without the written consent of the other.

Article (20)
WAIVER

No failure to exercise and no delay in exercising on the part of either party hereto, any right, power or privilege hereunder shall operate as waiver thereof, nor shall any single or partial exercise of any right, power or privilege, preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided are cumulative and not exclusive of any rights or remedies provided by the law.

Article (21)
ILLEGALITY

Any provision in this Contract which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

Article (22)

The Second Party shall abide by the provisions of rules, regulations and by Qatari laws which are related to this contract, and shall cooperate with the supervising government departments as per the systems followed by each department, any requirement should be communicated to the Second Party in writing in advance or during execution of this Contract.

Article (23)

The correspondences, letters and notices sent to the address, post box number and fax number given in the beginning of this contract shall be considered valid. If the address is changed the Second Party should inform the First Party of the same immediately. In case of his failure in communicating the new address, no changes will be entertained and the correspondences to the said address shall be valid and effective.



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Article (24)

The Qatari courts are the competent authority to dissolve any dispute arising from the implementation of this contract.

Article (25)

This contract has been issued in two original copies signed by both parties the Second Party has received one to act accordingly. The First Party has kept the other copy.

Signed in DOHA- QATAR

First Party

Ahmed A. AL Nuaimi

Signature

Second Party

Name: JOHN WATTS

Signature

Seal

**Brown Lloyd James
P.O. Box: 8019, Doha Qatar**

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