

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 Fenton Communications, Inc. 1000 Vermont Ave., NW, Suite 200 Washington, DC 20005	2. Registration No. 5945
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3. Name of foreign principal Qatar Foundation for Education, Science and Community Development	4. Principal address of foreign principal P.O. Box 5825 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:

<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 (specify): <u>Foundation</u>

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

b) Name and title of official with whom registrant deals

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.

Qatar Foundation for Education, Science and Community Development is a private, chartered, non-profit organization in the state of Qatar. The Qatar Foundation focuses on education, scientific research and community development.

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.)

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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.

The Qatar Foundation is governed by a Board of Directors, which meets regularly to review QF's progress toward fulfilling its mission and to approve strategic initiatives.

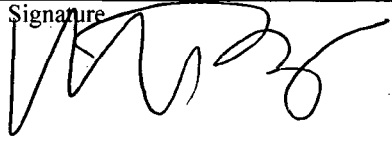
Date of Exhibit A 9/17/09	Name and Title Robert Perez, Senior Vice President	Signature 
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Exhibit B  
To Registration Statement  
Pursuant to the Foreign Agents Registration Act of 1938, as amended

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 Fenton Communications, Inc. 1000 Vermont Ave., NW, Suite 200 Washington, DC 20005	2. Registration No. 5945
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3. Name of Foreign Principal Qatar Foundation for Education, Science and Community Development
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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.  
Fenton Communications will provide communications services to the Qatar Foundation to support their work to promote educational opportunity internationally.

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

Fenton Communications will provide communications services to the Qatar Foundation to support their work to promote educational opportunity internationally.

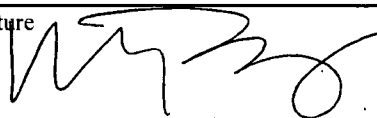
9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below?    Yes     No

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.

Fenton Communications will provide communications services to the Qatar Foundation on how best to build support for educational opportunity internationally.

This work will include reaching out to advocates, advocacy organizations and elected officials who support promoting educational opportunity internationally.

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Date of Exhibit B 9/17/09	Name and Title Robert Perez, Senior 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.

# FENTON | communications

March 10, 2009

## Fenton Communications Contract for the AlFakhoora Campaign

This letter will serve as the agreement for communications services which Fenton Communications will provide to the Qatar Foundation ("Client", "QF") for the AlFakhoora Project beginning March 11, 2009 and ending June 30, 2009, to be extended if budget permits.

Fenton agrees to provide communications strategy and outreach to support Client's student-led campaign to protect education from violence during war or conflicts, specifically in Gaza, and to lead an international public opinion awareness campaign that advocates for the accountability of those who participated in attacks on schools in Gaza. Specifically, this will include:

- o Developing a communications action plan for an 18-month campaign;
- o Developing press materials and pitching stories to university and mainstream press;
- o Regularly advising and updating the campaign Web site with new content
- o Consulting on the creation of two widgets over four months for use on social media sites;
- o Fortifying online communications such as Facebook and other social media sites
- o Assisting and training students in researching and compiling information on Gaza student victims and survivors;
- o Assisting students in developing an effective 12-month fundraising campaign to reach \$100 million;
- o Assisting in the recruitment of student leaders on US and international college campuses;
- o Assisting in the recruitment of grassroots supporters, including NGOs and virtual supporters internationally, aiming at having 50,000 supporters sign up on line over 4 months
- o Developing a spokesperson and leadership development curriculum for student leaders; and
- o Sending necessary Fenton personnel, as determined in concert with QF, on one to two trips to Doha - to conduct spokesperson training sessions for student leaders and to conduct one to two media training sessions for the selected group during these trips.

For this work, Qatar Foundation agrees to pay Fenton an estimated \$120,000. Fenton will be paid monthly based on an hourly basis fee. Fenton will submit a detailed timesheet at the end of every month that needs to be approved by QF before processing. Fenton will charge its standard hourly rates for the services of staff members and representatives as required to carry out the program activities as agreed upon by the Qatar Foundation. Fenton will keep Qatar Foundation apprised of staff time expenditures on a regular basis and alert Qatar Foundation when its fees approach \$120,000 so Qatar Foundation can adjust and direct Fenton's work as necessary to remain within Qatar Foundation's approved budget. Client agrees that Fenton will not perform any work in excess of \$120,000 without additional

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compensation. Fenton will charge its standard hourly rates for the services of staff members and representatives as required to carry out the program activities, as follows:

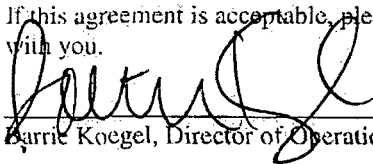
- o Robert Perez: \$300/ hour
- o Dean Hollander: \$300 / hour
- o Yasmin Hamidi: \$205/ hour
- o Claudia Gunter: \$115/ hour

Fenton Communications will perform these services in accordance with the following terms:

1. Fenton will not undertake any major activities or make any commitments on Client's behalf without Client's approval.
2. Fenton will utilize reasonable due diligence to determine if new identity materials, such as designs, logos or taglines, prepared for or on behalf of the Client are not currently in use and/or protected by trademark or copyright. However, Fenton does not guarantee same. Thus, at the Client's request and expense, Fenton will retain an attorney to conduct further research on this matter. Client understands and agrees that it ultimately is the responsibility and obligation of the Client to ensure that use of a design, logo or tagline does not violate existing trademarks, copyrights and/or any other legal constraints.
3. Fenton will charge for out-of-pocket expenses as follows: A monthly charge of \$350 will be made for the cost of routine printing, faxing, copying, domestic long distance calls and data plans. For major expenses like graphic design, printing, production, room or equipment rentals, etc., we will seek your advance approval and provide an itemized bill. For international travel, QF will make all arrangements and provide tickets and accommodation. This will comply with the standard QF policies and procedures of ticket class bookings, hotel bookings, etc. Routine minor expenses like courier services will also be billed to QF. Fenton will seek prior approval from QF before incurring any expense in an amount of \$250 or more. Fenton adds a 15% administrative and bookkeeping charge to all expenses.
4. Fee and expense invoices will be submitted, for which Client agrees to wire payments within 35 days from receipt. If payments are not received within 35 days, Fenton will assess a finance charge of 1.5 percent per month on the unpaid balance and stop work until the invoices are paid. Due to our vendors' billing cycles, you may receive a final invoice from Fenton up to ninety (90) days after the work has been completed.
5. Either party may terminate this agreement without cause by giving the other 30 days prior written notice. Upon termination, the parties shall fully account to each other for all receipts and expenditures incurred as a result of this agreement and shall promptly refund any and all unearned fees and costs computed on the basis of their rates for services and actual costs as of the date of execution of this agreement. Fenton Communications will be paid the full cost incurred as part of services done as per this contract, and in accordance with the hourly rates. QF shall not pay any further payments.

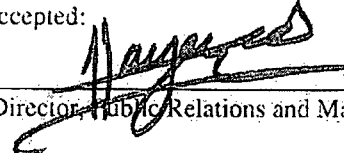
6. Fenton encourages you to review each of our invoices. Please contact Barrie Koegel with any concerns regarding our invoices or statements as soon as possible after receipt. If Fenton does not hear from you within sixty (60) days after an invoice has been mailed, Fenton will assume that you have no concerns regarding the charges.
7. Fenton Communications and its designees, and their respective directors, officers, partners, employees, vendors, subcontractors, attorneys and agents, shall be indemnified, reimbursed, held harmless and defended from and against any and all claims, demands, causes of action, liabilities, losses and expenses (including, without limitation, the disbursements, expenses and fees of their respective attorneys) that may be imposed upon, incurred by, or asserted against any of them, or any of their respective directors, officers, partners, employees, attorneys or agents, arising out of or related directly or indirectly to this Agreement where there is no breach of contract and/or negligence or breach of duty on the part of the aforesaid. Fenton is responsible for the content and if there are legal fees each party will pay their own legal fees. The client indemnifies Fenton from any action arising out of any verbal representation about Client, press releases or other written materials, provided Fenton has obtained Client's prior approval and that Fenton and/or its servants or agents are not in breach of contract and/or in breach of any legal duty towards the Client. This paragraph, insofar as it applies to work undertaken while this agreement is in effect, shall survive the termination of this agreement.
8. In the event of any proceeding against Client by any regulatory agency, whether private or public, or in the event of any court action or self-regulatory action questioning any materials prepared by Fenton on Client's behalf, at Client's request, Fenton shall assist in the preparation of the defense of such action or proceeding and cooperate with Client's attorneys. Client will pay Fenton its usual hourly rates for time expended by Fenton on such assistance and reimburse Fenton for any out-of-pocket costs Fenton incurs in connection with any such action or proceeding.
9. Regarding raising funds for the AlFakhoora campaign, funds collected should be directly deposited into the account that QF has setup for the AlFakhoora campaign (QF Finance to be of assistance).
10. This agreement shall be governed by the laws of New York

If this agreement is acceptable, please return one signed copy to me. We look forward to working with you.

  
 Barrie Koegel, Director of Operations, Fenton Communications

Date: 3/12/09

Agreed to and Accepted:

  
 Haya Al Nassr, Director, Public Relations and Marketing, Qatar Foundation

Date: March 12, 2009

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