

U.S. Department of Justice

Washington, DC 20530

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

INSTRUCTIONS. File this amendment form for any changes to a registration. Compliance is accomplished by filing an electronic amendment to registration statement and uploading any supporting documents 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 1.5 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 Gallagher Group, LLC	2. Registration No. 6277
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3. This amendment is filed to accomplish the following indicated purpose or purposes:

- To give a 10-day notice of change in information as required by Section 2(b) of the Act.
- To correct a deficiency in
- Initial Statement
- Supplemental Statement for the period ending _____
- Other purpose (*specify*) _____
- To give notice of change in an exhibit previously filed.

4. If this amendment requires the filing of a document or documents, please list:

Copy of extension of agreement to represent the Embassy of the State of Qatar.

5. Each item checked above must be explained below in full detail together with, where appropriate, specific reference to and identity of the item in the registration statement to which it pertains. (*If space is insufficient, a full insert page must be used.*)

This amendment to the original Registration Statement filed on 12 February 2015 reflects an extension of the agreement through 31 December 2015.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swear(s) or affirm(s) under penalty of perjury that he/she has (they have) read the information set forth in this registration statement and the attached exhibits and that he/she is (they are) familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her (their) knowledge and belief, except that the undersigned make(s) no representation as to the truth or accuracy of the information contained in the attached Short Form Registration Statement(s), if any, insofar as such information is not within his/her (their) personal knowledge.

(Date of signature)

(Print or type name under each signature or provide electronic signature¹)

September 25, 2015

/s/ James P. Gallagher

eSigned

¹ This statement shall be signed by the individual agent, if the registrant is an individual, or by a majority of those partners, officers, directors or persons performing similar functions, if the registrant is an organization, except that the organization can, by power of attorney, authorize one or more individuals to execute this statement on its behalf.

SCHEDULE 1 – WORK ORDER PRO-FORMA

THIS WORK ORDER is made as of July 17, 2015 (the "**Work Order Effective Date**") by and between:

- (1) **PORTLAND PR INC.**, a company incorporated in Delaware and having an office at 1717 K Street, Suite 900, Washington, DC 20006 (the "**Consultant**"); and
- (2) **THE GALLAGHER GROUP, LLC**, a company incorporated in Virginia with company number S 046294-7 and having its registered office at 2503 Hayes St, Alexandria VA 22302 (the "**Supplier**").

each a "**Party**" and together the "**Parties**", and is issued in accordance with the terms and conditions of the Supplier Agreement between the Consultant and the Supplier, dated January 19, 2015 (the "**Agreement**").

PROJECT NUMBER / DESCRIPTION: Q Work Order No. 2
Portland PO No. DC2

NOW IT IS HEREBY AGREED as follows:

PART A – TERMS OF WORK ORDER

- 1. **Nature of this Work Order**
This Work Order forms part of the Agreement, with the provision of the Services by the Supplier under this Work Order being subject to the terms and conditions of the Agreement.
- 2. **Term of this Work Order**
 - 2.1 This Work Order shall be deemed to have commenced on the Work Order Effective Date (notwithstanding the date of its execution by each of the Parties) and continues until the Supplier has performed all of its obligations under this Work Order in accordance with the terms and conditions of the Agreement, unless terminated by either Party in accordance with the terms and conditions of the Agreement (including clause 10).
 - 2.2 For the purposes of clause 10.2, the minimum period for this Work Order shall be a period of six (6) months from July 1, 2015 to December 31, 2015.
- 3. **Services**
 - 3.1 The Supplier shall provide the Services outlined in Schedule 3 (Services) in accordance with the terms and conditions of the Agreement.
- 4. **Fees**
 - 4.1 The Fees payable for the Services shall be calculated as follows: \$25,000 per month.
 - 4.2 The Fees shall be paid in installments in accordance with the following payment schedule:

Payment schedule	Period	Amount	Invoice	Payment
1 st Installment (Q1)	Jul 1 to Sep 30	\$75,000	On Work Order signature	Within 15 days
2 nd Installment (Q2)	Oct 1 to Dec 31	\$75,000	Oct 1, 2015	Within 15 days

- 4.3 The Consultant shall not pay any Fees to the Supplier until in receipt of cleared funds for the relevant Payment Schedule period from the ultimate client, the Embassy of the State of Qatar, Washington D.C.
- 4.4 No third party costs, expenses or disbursements will be recoverable from the Consultant.
- 5. Insurance
During the term of this Agreement and one (1) year thereafter, the Supplier will provide and maintain adequate and suitable insurance cover, as the Consultant may reasonably require, in respect of the work undertaken by it in connection with the provision of any Services under this Work Order and shall provide evidence of such policy to the Consultant upon request.

PART B – ADDITIONAL TERMS

Subject to clause 2.5, the following terms and conditions shall apply in addition to the terms and conditions of the Agreement:

- 1. Condition Precedent
Notwithstanding any other provision of this Agreement, this Work Order shall not come into effect unless and until the Consultant and the Client in respect of this Work Order have executed the Client Agreement and it is legally binding upon them.
- 2. Termination of this Work Order
In the event that the Client Agreement in respect of this Work Order expires or is terminated for any reason in accordance with its terms, this Work Order shall automatically terminate at the same time as the effective date of expiry or termination (as appropriate) of such Client Agreement.

IN WITNESS whereof the Parties hereto have caused this Work Order to be duly executed.

PORTLAND PR INC:

THE GALLAGHER GROUP, LLC


.....
SIGNED by Alexandra Farley, CFO


.....
SIGNED by James Gallagher

22 July 2015
.....
Date

7/20/2015
.....
Date

Schedule 3 - Services**Description of Services**

1. **Ongoing strategic counsel as a consultant to the client's "Expert Advisory Council" on any matter related to the US government relations effort**
 - a. Attend council meetings
 - b. Report outcome of each council meeting to Portland DC/Doha
 - c. Accompany Client or Embassy representatives in meetings conducted with government officials, stakeholders or media as needed

2. **US Agency Team Consultation:**
 - a. Serve as the team "traffic cop" and lead the overall strategy development for the integrated government relations, lobbying, stakeholder and media engagement campaign in close collaboration with the Embassy (Ambassador and staff), Mercury, Levick and Portland DC/Doha
 - b. Conduct regular conference calls with the agency and Embassy teams; keep in regular contact with all agency team partners and consult with them on a frequent basis
 - c. Consult with Portland DC/Doha on a regular basis
 - d. Consult with the Embassy government relations team and Ambassador on a regular basis
 - e. Serve on a "Rapid Response Team" to handle sensitive issues or crisis; be reachable 24/7 to respond to a crisis
 - f. Travel to Doha for high level meetings as needed (Supplier's expenses for such trips will be paid by Consultant)
 - g. Develop and lead presentations at the Embassy as needed

3. **Campaign Tracking & Reporting:**
 - a. **Weekly Meeting** – Prepare an agenda, schedule and chair a weekly conference call or in-person meeting with agency team partners; prepare and issue a conference report and "key action steps" following each weekly meeting; brief the Expert Advisory Council following each weekly meeting
 - b. **Weekly Activity Report** – Prepare and issue to the Client a consolidated weekly activity report reflecting the topline actions/outcomes of all agency team partners;
 - c. **Progress Reporting** – Prepare and approve a monthly and quarterly progress report for the Client reflecting the consolidated activities, accomplishments and outcomes of the campaign
 - d. **Monitor & Track Campaign Activity** – Review and assess the GRID on a daily basis; contribute content; analyze the GRID and master calendar on a daily basis to identify proactive opportunities, strategize and determine midcourse adjustments; scrutinize agency team work streams; flag potential concerns to the team and the Client in a timely manner
 - e. **Provide Ongoing intelligence** – Offer insights and report developments on an ongoing basis relevant to the Client's interests in the US and the goals of the campaign; offer via email or memo your unique perspective and recommendations on emerging issues and developments of importance to the Client taking place in Congress, the Administration, among stakeholder groups and other entities

4. **Messaging**
 - a. Advise Portland in the development of a global narrative for the US market

- b. Formulate issue-based and policymaker based messages for Congressional and Administration audiences in collaboration Portland DC/Doha and agency team partners
 - c. Formulate stakeholder messages in collaboration with Portland DC/Doha and agency team partners
5. **Conduct select outreach to Members of Congress, the Administration and other policymakers**
- a. Identify, organize and conduct one-on-one outreach to government officials as needed in close coordination with the Embassy, Portland DC/Doha and agency team partners
 - b. Attend, monitor and support government and stakeholder meetings arranged and conducted by other agency team partners
6. Provide Portland with a detailed description of services provided and tasks completed on a monthly basis