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OMB No. 1124-0004; Expires July 31, 2023

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 https://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 FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: https://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: https://www.fara.gov .

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .32 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, FARA Unit, Counterintelligence and Export Control 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	2. Registration Number
Daniel J. Edelman, Inc.	3634

3. Name of Foreign Principal

United Nations Development Programme on behalf of the Government of Panama 2

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. What is the date of the contract or agreement with the foreign principal? 08/01/2022

8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Edelman will provide communications services, content development for earned media and participation in international events.

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

See Appendix for Response

10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act[1].

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. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Conduct a communications campaign on behalf of the Ministry of Foreign Affairs, Panama focused on raising Panama's profile in the U.S.

11. Prior to the date of registration[2] for this foreign principal has the registrant engaged in any registrable activities, such as political activities, for this foreign principal?

Yes ☐ No ☐ N/A - This statement is filed to update the registrant's agreement/contract with the foreign principal.

If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Set forth below a general description of the registrant's activities, including political activities.

Set forth below in the required detail the registrant's political activities.

Date	Contact	Method	Purpose

12. During the period beginning 60 days prior to the obligation to register[3] for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise?

Yes ☐ No ☐ N/A - This statement is filed to update the registrant's agreement/contract with the foreign principal.

If yes, set forth below in the required detail an account of such monies or things of value.

Date Received	From Whom	Purpose	Amount/Thing of Value

13. During the period beginning 60 days prior to the obligation to register[4] for this foreign principal, has the registrant disbursed or expended monies in connection with activity on behalf of the foreign principal or transmitted monies to the foreign principal?

Yes ☐ No ☐ N/A - This statement is filed to update the registrant's agreement/contract with the foreign principal.

If yes, set forth below in the required detail and separately an account of such monies, including monies transmitted, if any.

Date	Recipient	Purpose	Amount

1 "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.

2,3,4 Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.

Received by NSD/FARA Registration Unit 08/12/2022 4:32:14 PM

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EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, 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	Printed Name	Signature
08/12/2022	Raquel daFonseca	/s/Raquel daFonseca

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EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, 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	Printed Name	Signature
August 12, 2022	Raquel daFonseca	Raquel daFonseca

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Appendix
Response to Item 9

Item 9: Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Implementation and management of client "newsroom" and digital platforms.

Identify and provide counsel for continuous and timely client participation in global events.

Establish and amplify a platform on relevant issues through opinion pieces, speaking engagements at events and participation in bilateral meetings.

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Programa de las Naciones Unidas para el Desarrollo

Contrato de suministro de bienes y/o prestación de servicios entre el Programa de las Naciones Unidas para el Desarrollo y DANIEL J. EDELMAN, INC.

1. País donde se entregarán los bienes y/o se prestarán los servicios: Los trabajos se pueden coordinar desde la ubicación origen de la empresa seleccionada a través de reuniones virtuales.
2. PNUD [X] Solicitud de cotización **[ ]** Solicitud de propuesta [ ] Invitación a licitación [ ] Contratación directa Número y fecha: 5663 PAN 2022 – 04 de agosto de 2022.
3. Referencia del Contrato: 5663 PAN 2022 – Servicio de Apoyo en la implementación de iniciativas estratégicas de comunicación internacional del Plan Misión Panamá para el periodo del 5 de agosto 2022 al 5 de febrero de 2023.
4. Acuerdo a largo plazo: [No]
5. Objeto del Contrato: [ ] bienes [**X**] servicios [ ] bienes *y* servicios
6. Tipo de servicios: Servicio de Apoyo en la implementación de iniciativas estratégicas de comunicación internacional del Plan Misión Panamá para el periodo del 5 de agosto 2022 al 5 de febrero de 2023.
7. Fecha de inicio del Contrato: 5 de agosto de 2022 | **8. Fecha de finalización del Contrato: 06 de febrero de 2023**
9. Cuantía total del Contrato: USD $504,000.00 (Quinientos Cuatro Mil Dólares con 00/100) **9a. Anticipo:**
10. Valor total de los bienes y/o servicios: [ ] **inferior a USD50.000 (servicios únicamente)** – Se aplican las Condiciones Generales de Contratación del PNUD para Contratos Institucionales *de minimis* [ ] **inferior a USD50.000 (bienes *o* bienes y servicios)** – Se aplican las Condiciones Generales de Contratación del PNUD [X] **igual o superior a USD50.000 (bienes *y/o* servicios)** – Se aplican las Condiciones Generales de Contratación del PNUD
11. Método de pago: [X] precio fijo [ ] reembolso de gastos
12. Nombre del Contratista: DANIEL J. EDELMAN, INC. Dirección: 250 Hudson Street, New York NY 10013 País de constitución: Estados Unidos, Nueva York Sitio web:

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13. Nombre de la persona de contacto del Contratista: Jere J. Sullivan Cargo: Vice Chairman International Dirección: 1875 Eye St, NW, 9th Floor, Washington, DC 20006 Número de teléfono: 202-371-0200 Correo electrónico: jere.sullivan@edelmanega.com
14. Nombre de la persona de contacto del PNUD: Luis Ho Cargo: Gerente de Operaciones Dirección: Casa de las Naciones Unidas para el Desarrollo, Edificio #129, Piso 3, Ciudad del Saber, Clayton. Número de teléfono: (507) 3024500 Correo electrónico: Luis.ho@undp.org
15. Cuenta bancaria del Contratista a la cual se transferirán los pagos: Beneficiario: **Daniel J. Edelman, Inc.** Denominación de la cuenta: **Corriente** Número de cuenta: Nombre del banco: **JP MORGAN CHASE, N.A.** Dirección del banco: Código SWIFT de identificación del banco: Código del banco: Instrucciones de enrutamiento para los pagos:

Este Contrato consta de los documentos que se mencionan a continuación, los cuales, en caso de conflicto, prevalecerán uno sobre otro de acuerdo con el orden siguiente:

1. Esta hoja de referencia ("Hoja de referencia").
2. Condiciones Generales de Contratación del PNUD
3. Términos de referencia (TDR) y Calendario de pagos, que incorporen la descripción de los servicios, los objetivos de productos y de desempeño, los plazos, el cronograma de pagos y la cuantía total del Contrato
4. La propuesta técnica y la propuesta financiera del Contratista, fechadas estos documentos, no adjuntos al presente pero conocidos por las Partes y en su poder, forman parte integrante del presente Contrato.

Todo lo que antecede, incorporado en el presente para referencia, constituye la totalidad del acuerdo entre las Partes (el "Contrato") y sustituye el contenido de cualesquiera otras negociaciones y/u otros acuerdos, tanto orales como por escrito, relacionados con el objeto del presente Contrato.

El presente Contrato entrará en vigor en la fecha de la última firma de la Hoja de referencia por los representantes debidamente autorizados de las Partes, y terminará en la Fecha de finalización del Contrato que se indica en la Hoja de referencia. Este Contrato solo podrá modificarse mediante un acuerdo por escrito entre los representantes debidamente autorizados de las Partes.

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EN FE DE LO CUAL, los infrascritos, debidamente autorizados para ello, firmamos este Contrato en nombre de las Partes en el lugar y en la fecha que se indican a continuación.

Por el Contratista		**Por el PNUD**	
Firma:	DocuSigned by: Jere Sullivan CF50C827D817480...	Firma:	DocuSigned by: ED3EF56AD7954C4...
Nombre:	Jere Sullivan	Nombre:	Luis Ho
Cargo:	Vice Chairman International	Cargo:	Gerente de Operaciones
Fecha:	04/08/2022	Fecha:	04/08/2022

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