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OMB No. 1124-0006; Expires May 31, 2020

**U.S. Department of Justice**
Washington, DC 20530

# Exhibit A to Registration Statement Pursuant to the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at https://www.fara.gov.

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 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 .22 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
Glover Park Group, LLC

2. Registration Number
5666

3. Primary Address of Registrant
1025 F St. NW, 9th Floor, Washington, DC 20004

4. Name of Foreign Principal
The Embassy of the United Arab Emirates

5. Address of Foreign Principal
3522 International Ct. NW, Suite 400
Washington, DC 20008

6. Country/Region Represented
The United Arab Emirates

7. Indicate whether the foreign principal is one of the following:

- ☒ Government of a foreign country[1]
- ☐ 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 _____

8. If the foreign principal is a foreign government, state:

a) Branch or agency represented by the registrant
Embassy of the United Arab Emirates

b) Name and title of official with whom registrant engages
Shaima Gargash, Deputy Chief of Mission

1 "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.



Received by NSD/FARA Registration Unit 06/25/2020 10:16:23 AM

Received by NSD/FARA Registration Unit 06/25/2020 10:16:23 AM

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

a) Name and title of official with whom registrant engages

b) Aim, mission or objective of foreign political party

10. 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.

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 ☐ |

11. Explain fully all items answered "Yes" in Item 10(b).

12. 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.

Received by NSD/FARA Registration Unit 06/25/2020 10:16:23 AM

Received by NSD/FARA Registration Unit 06/25/2020 10:16:23 AM

## 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 Exhibit A to Registration Statement, 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 |
|---|---|---|
| June 25, 2020 | Joel Johnson | /s/ Joel Johnson eSigned |
| | | |
| | | |
| | | |

Received by NSD/FARA Registration Unit 06/25/2020 10:16:23 AM

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OMB No. 1124-0004; Expires May 31, 2020

**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 |
|---|---|
| Glover Park Group, LLC | 5666 |

3. Name of Foreign Principal

Embassy of the United Arab Emirates

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? 6/22/2020

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

The registrant will conduct survey research regarding public attitudes. The registrant will also be available to meet with the Embassy or its representatives to present this research.



Received by NSD/FARA Registration Unit 06/25/2020 10:16:18 AM

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

The registrant will conduct survey research regarding public attitudes. The registrant will also be available to meet with the Embassy or its representatives to present this research.

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 or dissemination of informational materials.

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

Yes ☐ No ☒

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.

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

| Date | Contact | Method | Purpose |
|---|---|---|---|
| N/A | | | |

Received by NSD/FARA Registration Unit 06/25/2020 10:16:18 AM

Received by NSD/FARA Registration Unit 06/25/2020 10:16:18 AM

12. During the period beginning 60 days prior to the obligation to register[3] for this foreign principal, did the registrant receive from the foreign principal any contribution, income, money, or thing of value either as compensation on, or for disbursement, or otherwise?

Yes ☐ No ☒

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 |
|---|---|---|---|

Total

13. During the period beginning 60 days prior to the obligation to register[4] for this foreign principal, did the registrant spend or disburse any money in furtherance of or in connection with its activities on behalf of the foreign principal?

Yes ☐ No ☒

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

| Date | To Whom | 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 06/25/2020 10:16:18 AM

Received by NSD/FARA Registration Unit 06/25/2020 10:16:18 AM

## 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 Exhibit B to Registration Statement, 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 |
|---|---|---|
| June 25, 2020 | Joel Johnson | /s/ Joel Johnson eSigned |
| | | |
| | | |
| | | |

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Received by NSD/FARA Registration Unit 06/29/2020 10:47:09 PM

GPG

June 24, 2020

Shaima Gargash
Deputy Chief of Mission
Embassy of the United Arab Emirates
3522 International Court, NW, Suite 400
Washington, DC 20008

Dear Ms. Gargash:

This letter will serve as the formal Letter of Agreement ("Agreement") under which The Glover Park Group, LLC ("GPG") will represent the Embassy of the United Arab Emirates (the "Embassy") as a research consultant. The terms and conditions of the Agreement are stated below and supersede any prior terms and conditions.

1. Advisory Duties. GPG shall devote such time and effort in performance of its duties as may reasonably be requested by the Embassy. GPG shall be available to meet with the Embassy or its representatives on a regular basis. GPG's duties under this Agreement shall include conducting one online survey among informed publics.

2. Term. GPG's duties under this Agreement shall commence on June 22, 2020 and continue until July 31, 2020; *provided* that the parties may renew this Agreement for an additional time period as may be further agreed in writing.

3. Compensation and Payment Terms.

   a. Project Fees. In complete consideration for the services to be rendered under Section 1 of this Agreement, the Embassy shall pay GPG a fee of $35,000.

      GPG shall be responsible for invoicing the Embassy.

   b. Additional Fees. The Embassy shall also pay GPG, upon receipt of invoices from GPG (i) for the costs of all approved production and additional research projects, such amounts based on the budgets set forth for such projects, (ii) for the costs of all approved website development, start-up and ongoing maintenance fees, such amounts based on the budgets set forth for such projects, and (iii) for all approved development, production, and placement of paid advertisements, the standard GPG commission on media buys, which commission is set forth at 15% of the gross media spend.

   c. Expenses. The Embassy shall reimburse GPG for reasonable and necessary out-of-pocket expenses, such as: travel, meals, accommodations, conference calls, international wire fees, courier and shipping at cost as incurred, and any sales and use taxes related to those out-of-pocket expenses.

   d. Invoices; Payments Thereof. GPG will submit invoices on a monthly basis to the Embassy for costs and expenses incurred under the terms of this Agreement to Mohamed Mustafa. Payment will be made to GPG upon receipt of invoice (or reasonable thereafter). All invoices are to be submitted electronically to the following E-mail address[es]: MMustafa@uaeembassy-usa.org.

   e. Currency. All monetary amounts referred to in this Agreement are in U.S. Dollars.



Received by NSD/FARA Registration Unit 06/29/2020 10:47:09 PM

Received by NSD/FARA Registration Unit 06/29/2020 10:47:09 PM

4. Advances.

   a. Research. Prior to conducting any additional research approved by the Embassy pursuant to Section 3(b), GPG will provide the Embassy with a good faith estimate for the research and any related materials, and the Embassy will advance to GPG one-half of the estimated amounts of such research services. In the event actual costs of research exceed GPG's good faith estimate, GPG will notify the Embassy in a timely manner. GPG will reconcile actual costs to estimates at the end of any additional research project and invoice or refund the Embassy as necessary.

5. Disclosure and Confidentiality. GPG shall treat information relating to the activities of the Embassy in these matters ("Confidential Information") as private and confidential. All written and oral information and material disclosed or provided by the Embassy to GPG under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to GPG. Notwithstanding the foregoing, Confidential Information shall not include information that (i) is in the public domain, (ii) is required to be disclosed by law or legal process, (iii) was already known to GPG at the time of receipt from the Embassy, (iv) is received from a third party not known to you to be under an obligation of confidentiality or (v) is independently developed by GPG without use of the information received from the Embassy. During and after the period of this Agreement, GPG agrees not to disclose Confidential Information or documents containing Confidential Information provided to GPG in connection with this Agreement to any person or entity except to affiliates, employees, agents, subcontractors and representatives who have a need to know or make any other use of that information other than to provide the services hereunder unless asked to do so by the Embassy. In the event of compulsory process or a court order compelling disclosure of information received from the Embassy, GPG will give the Embassy notice before making disclosure of non-public information required to be disclosed by law or legal process should such notice be permitted by law. This covenant shall survive the termination of this Agreement.

6. Independent Contractor Status. It is understood and agreed that the operations of GPG are those of an independent contractor, and that GPG has the authority to control and direct the performance of the details of the services to be rendered and performed. It is further agreed that GPG, its officers, and employees are not employees of the Embassy, and GPG is not, except as herein provided, subject to control by the Embassy.

7. No Solicitation. During the term of this Agreement and for a period of one year after its termination, the Embassy will not for its purposes or on behalf of any party or any of its affiliates, employ, take away or attempt to employ or take away any GPG employee which the Embassy becomes aware of because of such employee's provision of services under this Agreement, unless the Embassy has received the prior written approval of GPG. This section shall not apply to responses by any GPG employee to any advertising or other marketing by the Embassy which is not directly targeted to GPG employees.

8. Ownership of Intellectual Property. All intellectual property and related material, including any trade secrets, moral rights, goodwill, and rights in any copyright, trademark, and trade name (the "Intellectual Property") that is developed or produced under this Agreement, is a "work made for hire" and will be the sole property of the Embassy. The use of the Intellectual Property by the Embassy will not be restricted in any manner. GPG may not use the Intellectual Property for any purpose other than that contracted for in this Agreement except with the written consent of the Embassy. GPG will be responsible for any and all damages resulting from the unauthorized use of the Intellectual Property.

9. Third Party Materials. Notwithstanding Section 8 above, the Embassy acknowledges that GPG may obtain or has obtained certain materials, information, software, intellectual property and/or



Received by NSD/FARA Registration Unit 06/29/2020 10:47:09 PM

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other items, tangible or intangible, from third parties (e.g., open source software, stock photography, images and music, etc.) that it may desire to incorporate into or otherwise use in connection with the creation and/or development of the Intellectual Property (collectively, "Third Party Materials"). Prior to the incorporation and/or use of any Third Party Materials in connection with the Intellectual Property, GPG shall first notify the Embassy in writing describing each Third Party Material and the Parties shall discuss, among other things, (a) the terms and conditions pursuant to which GPG proposes such Third Party Materials be made available to the Embassy and (b) GPG's use of alternate Third Party Materials if such terms and conditions are unacceptable to the Embassy.

10. Termination of Agreement. Notwithstanding the terms of this Agreement, either party may terminate this Agreement upon 30 days written notice to the other, with no further obligation other than for the Embassy to pay GPG such fees and expenses incurred up to and through the 30-day notice period provided there has been no breach of contract on the part of GPG.

11. Severability. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

12. Waiver. The waiver by either Party of a breach, default, delay, or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

13. Legal Filings. It is understood that GPG may be required to register under Title 22, Chapter 11 of the United States Code pertaining to the Foreign Agents Registration Act ("FARA"), on behalf of the Embassy and thereafter will be required to file the reports required by FARA, detailing its lobbying activities on the Embassy's behalf. It is further understood that GPG will comply with all Federal statutes, regulations and ethics rules, governing its activities on behalf of the Embassy, with the United States Congress and Federal Executive Branch departments and agencies.

If the foregoing accurately reflects the understanding reached by GPG and the Embassy, please sign this letter in the space indicated below and return an executed copy to Erin Arrison at GPG for our records.

Sincerely,

Michele Soho
Chief Operating Officer

Agreed to and accepted this 26 day of JUNE, 2020
on behalf of the ***Embassy of the United Arab Emirates***

By: _____

Name: SHAIMA QARGASH



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