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OMB No. 1124-0004; Expires October 31, 2026

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
Cogent Strategies LLC	6927

3. Name of Foreign Principal

Delegation of the European Union to the United States (through IBF International Consulting SA)

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? 04/09/2024

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

See attached copy of written agreement.

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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.

Providing technical assistance to inform and support the efficacy and impact of the Delegation's social media efforts.

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.

All activities will be undertaken in order to communicate information about the principal and its issues of concern to interested parties in the public sector. At the request of the principal, meetings with members of the media and non-governmental organizations may be arranged.

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

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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, or disposed of anything of value other than money, in connection with activity on behalf of the foreign principal or transmitted monies to any such 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 an account of such monies or things of value.

Date	Recipient	Purpose	Amount/Thing of Value

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.

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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
04/17/2024	Kimberley Fritts	/s/Kimberley Fritts

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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
4-17-24	Kimberley Fritts	

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Service Contract

IBF Connect SA
Avenue Louise 209A
1050 Brussels
Belgium
VAT BE 0799.409.662

(hereinafter referred to as "**IBF**"),

on the one part,

and

Cogent Strategies LLC
2550 M Street NW, 3rd Floor
Washington, DC 20037
United States
EIN 82-3355541

(hereafter referred to as the "**Service Provider**")

on the other part,

have agreed as follows:

(1) Subject

This Service Contract is for **Enhancing EU Presence on Social Media – Phase Two** in the framework of the project "**EU Policy and Outreach Partnership in the US and Policy Dialogue Support"**; financed by the "**European Commission**", and implemented by the EU Delegation in the United States, hereinafter referred to as the "**Contracting Authority**". The Service Provider shall execute the tasks assigned to them in accordance with the Terms of Reference annexed to this Contract (Annex 1).

(2) Structure of the Contract

The Service Provider will carry out the services on the terms and conditions set out in this Contract, which also comprises the following annexes:

Annex 1: Terms of Reference
Annex 2: Budget

(3) Contract Value

This agreement, established in Euro, is a **global price contract** with no minimum value**.** The maximum value for this contract amounts to EUR 62,000.00.

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(4) Term

The term of this contract runs from 08th April 2024 through 20th December 2024.

(5) Delivery Date

The outputs will be delivered according to the provisional schedule below:

Outlines of five to eight potential "evergreen" social media campaign concepts	End of April 2024
Design, production and delivery of up to five selected social media campaigns and toolkits	End of May 2024 throughout 20th December 2024

(6) Services and Deliverables

A detailed description of the services and deliverables to be provided by the Service Provider is listed in the Terms of Reference, Budget and Methodology (Annexes to this Contract).

(7) Non-Exclusivity

The Service Provider acknowledges that IBF may, at any time, procure or acquire the same or similar services from another supplier.

(8) Service Price

EU Policy and Outreach Partnership in the US And Policy Dialogue Support			
ENHANCING EU PRESENCE ON SOCIAL MEDIA			
	Nr of days	**Fee rate**	**Total**
Fees	30	700 €	21.000 €
Fees	40	650 €	26.000 €
Fees	38	200 €	7.600 €
Fees	37	200 €	7.400 €
TOTAL			**62.000,00 €**

Note: The creation of short-form videos with existing EUD video assets would be covered under the retainer. Any costs for production and distribution of video that would require independent production would be an additional expense, agreed upon in advance and billed at cost.

The rates are fixed and not subject to any price revision. The above stated fees include all expenses directly related to the required services (such as delivery, professional taxes, communication costs, transportation etc.). No extra costs will be paid to the Service Provider unless agreed otherwise. Only services with approved deliverables will be paid.

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(9) Cancellation of Services

In case of request by the Contracting Authority for modifications to the services of this contract, or cancellation of the services, IBF is entitled to modify or cancel the present agreement.

(10) General Conditions and Terms of Payment

a. The agreement shall be exempt from all duties and taxes, including VAT. The service provider recognizes that IBF, acting on behalf of the European Commission is, as a rule, exempt from all taxes and dues, including VAT, pursuant to the provisions of Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Communities (except invoices for Belgian companies which may invoice with VAT).

b. The invoice needs to be sent to IBF by email to the following address: minelli@ibf.be

c. Payment will be executed only after receipt of the invoice and approved by IBF and the Contracting Authority.

d. The payments to the Service Provider shall be executed in Euro and payable into the bank account specified by the Service Provider to IBF, in line with the tentative schedule as per Article 11.

e. The following information has to be included in the invoice:
   - *Invoice issue date*
   - *Service Provider's name, full registered address, phone number, EIN number*
   - *Contract reference (title of the project)*
   - *Services/items supplied*
   - *Bank details: name, full address, bank account number (IBAN format), SWIFT or BIC code and complete bank references*
   - ***IBF's** VAT number (BE* 0799.409.662*)*

(11) Particular Conditions and Terms of Payment

Invoices shall be issued after approval by IBF of the relevant output in accordance with the following tentative schedule:

Delivery and approval of outlines of five to eight potential "evergreen" social media campaign concepts	6.200 €
Delivery and approval of up to five selected social media campaigns and toolkits	55.800 € payable in 5 installments of 11.160 € upon delivery of each social media campaign with toolkit

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(12) Compliance with Foreign Agents Registration Act and Other Applicable Laws

a. Service Provider and IBF shall comply with any and all restrictions and requirements of the Foreign Agents Registrations Act, and any other applicable laws and regulations of the United States.
b. IBF represents and warrants that it has supplied Service Provider with accurate and complete information concerning its operations, objectives, and personnel, recognizing that Service Provider will be required to complete and file public disclosure forms in connection with this engagement. IBF agrees that it will immediately notify Service Provider in the event of any changes to this information.

(13) Law and Language of the Contract

a. The laws of Belgium shall govern all matters not covered by the contract.
b. The language of the contract and of all written communications between the Service Provider and IBF shall be English.

(14) Subcontracting

Subcontracting is not allowed. Should both parties agree to additional video production that falls outside the short-term video production described in Article 8, both parties acknowledge the possibility that a third party contractor could be considered.

(15) Dispute Settlement

Any disputes arising out of or relating to this contract which cannot be settled amicably shall be referred to the exclusive jurisdiction of the courts of Brussels, Belgium.

(16) Suspension of the Contract

IBF reserves the right to suspend the present Contract for the following reasons:

a. Failure of the Service Provider to meet the quality standards provision of the requested services;
b. Incapacity of the Service Provider to deliver the final product in the specified timeframes;
c. Gross negligence in the performance of the services by the Service Provider;
d. Severe mistakes of the Service Provider in the performance of this Contract;
e. The invoices of the Service Provider not submitted on time or incorrectly.

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(17) Duration/Termination of the Contract

IBF reserves the right to terminate the present Contract with 7 days' notice due to:

a. Failure of the Service Provider to meet the quality standards provision of the requested services;
b. Gross negligence in the performance of the services by the Service Provider;
c. Severe mistakes of the Service Provider in the performance of this Contract;
d. Submission of untrue information by the Service Provider;
e. Decision from IBF or the Contracting Authority to re-launch the tender procedure;
f. Force majeure.

Completed in English in two originals: one original for IBF and one original for the Service Provider.

For the Service Provider

Name: Kimberley Fritts

Title : CEO & Founder

Date: 09/04/2024

For IBF

ibf Frédéric André Managing Director

Name: Frédéric André

Title: Managing Director

Date: 08/04/2024

Annex 1: Terms of Reference
Annex 2: Budget
Annex 3: Methodology

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Annex 1: Terms of Reference



TERMS OF REFERENCE N. 43

FPI/2022/441-490 EU POLICY AND OUTREACH PARTNERSHIP IN THE US AND POLICY DIALOGUE SUPPORT

ENHANCING EU PRESENCE ON SOCIAL MEDIA

Number and Title of Request for Assignment	**Nº 43 approval request for Enhancing EU Presence on Social Media**
Areas of Activity as per Proposal	Providing technical assistance through PDSF to support development of social media campaigns that promote EU policies and messages to American audiences.
Target Audience	EU Delegation to the US
Dates and location	February 2024 – December 2024 United States
Maximum total cost of the activity	
Maximum total fees	
Total incidental expenditure	

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Outputs/Deliverables	1. Presentation of 5-8 social media campaign concepts based on key EU policies or messages for consideration by the EUD. 2. After EUD approval, the complete design of up to 5 social media campaigns. 3. Delivery of the completed social media campaigns to the EUD in the form of campaign toolkits including implementation guidelines, finalized campaign content, and any other elements of the up to five social media campaigns commissioned by the EU for production and delivery by the agency to the EUD.

SUMMARY

The European Union Delegation to the United States seeks to engage a communications agency to develop and propose detailed outlines of 5-8 potential social media campaign concepts relaying key, "evergreen" EU messages to U.S. audiences. Out of these proposals, the EU Delegation will choose up to 5 campaigns for development and production by the agency, after which the agency will deliver the produced campaigns to the EUD in the form of campaign toolkits including implementation guidelines and the finalized campaign content (e.g., logos, infographics, etc.) supporting the implementation of each campaign by the EUD.

The presentation to the EUD of the first 5-8 potential campaigns will be scheduled for mid to late March. Once the EUD has selected the campaigns to execute, the agency will deliver complete designs, content, and accompanying strategy guidelines. This can happen all at once or over a staggered period, so as to allow delivery of the first strategy playbook as soon as possible and enable kick-off of at least one campaign by Spring 2024. Using the strategic guidelines, the EUD will be responsible for implementing the campaigns that have been produced and delivered by the agency.

BACKGROUND

The EU Delegation to the US maintains an active social media identity as a key component of its efforts to reach American audiences and advance its communications and outreach objectives. The

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social media field evolves rapidly, and up-to-date methods and messages are essential to maximizing the return on investment. Specifically, with an upcoming U.S. election, the increase in disinformation, and the escalating challenge of social media algorithms, expert technical guidance is more important than ever to effectively leverage social media to promote EUD objectives.

OBJECTIVES & TARGET AUDIENCE

Objectives

Social media is an essential, cost-effective tool for EUD public diplomacy efforts. Accordingly, this action would advance the overall objective of strengthening EU-U.S. collaboration to address global challenges, promote EU interests and demonstrate the EU's impact and global reach as a preferred partner of the US. By maximizing the impact of the Delegation's social media activities, this Activity would help to advance OC3 OP1, OC2 OP1 and OC3 OP2.

Specifically, the action would provide the EUD with technical assistance in order to achieve the following specific objectives:

1. Support the EUD in developing social media campaigns for the purpose of increasing awareness and understanding of key EU policies and external actions, boosting the EU Delegation's brand visibility, and engaging key target audiences in the United States.
2. Strengthen the EUD's ability via social media to engage with different audiences and target stakeholders, build mutual trust and understanding, and project an image of the EU as a serious, value-driven, and effective global player.
3. Support implementation of EUD's communication and public outreach strategy and public diplomacy actions.

The strategic guidance on campaigns, provided through a strategy playbook, will also enable the Delegation to continually improve its future campaigns.

Target Audience

The EU Delegation, in support of its engagement with diverse U.S. audiences, particularly social media amplifiers, journalists/media, think tanks, opinion leaders, academia, partner organisations, civil society, and business leaders and associations.

WORK TO BE PERFORMED, RESULTS & OUTPUTS

Brief Activity Description

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PDSF requests approval to engage via tender a U.S.-based communications agency for the purpose of developing recommendations for 5-8 social media campaign concepts on key EU messages, and producing up to 5 fully developed social media campaigns delivered in the form of campaign toolkits including implementation guidelines and finalized campaign content to assist with implementation of the campaigns by the EUD. Candidate agencies matching the desired profile will be invited to submit proposals and price estimates for the implementation of these activities. Once the agency is selected and engaged, EUD staff will take the lead in liaising with the agency with support from PDSF.

Deliverables/Outputs

Through this contract activity, the Delegation would collaborate with an agency in the design of a package of three to five new social media campaigns for staggered execution throughout 2024. Specifically, the agency would deliver:

1. Detailed outlines of five to eight potential "evergreen" social media campaign concepts for consideration by the EUD. The topics and parameters of these outlines will be developed in collaboration with EUD staff. The campaigns should be designed to appear on the following platforms: the Delegation's Twitter/X, Facebook, Instagram, and LinkedIn accounts. Suggested campaign content may include, inter alia, infographics, images, stories, GIFs, and/or short-form videos. (This list of deliverables is not intended to be exhaustive and additional items could be added, depending on agency recommendations and the needs of the EU Delegation.) The agency will be asked to concentrate on reaching U.S. audiences. EUD staff will work with the agency to select key themes and campaign content for use in the proposed campaigns, as well as the intended target audiences. The agency will present expected costs for different options, so that EUD and IBF program managers might select and commission the development of the up to 5 campaigns and related campaign content that will provide the best return on investment.

2. Complete design and production of the up to five social media campaigns selected by the EUD for development and delivery to the EUD. Working with input from the EUD and IBF, this will include the agency developing the campaigns in their entirety including key themes, strategies, and tactics for campaign implementation, as well as the production of, for example, any logos, videos, infographics, stories, images, or other campaign content commissioned by the EUD.

3. Delivery of the social media campaigns commissioned by the EUD in the form of campaign toolkits including implementation guidelines, campaign content, and any and all other elements of the social media campaigns commissioned by the EUD for production. The playbooks may be delivered simultaneously or on a staggered basis to expedite implementation of at least one

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campaign by the EUD by spring 2024. In addition to delivering the campaign content (e.g., logos, infographics, videos, etc.) produced by the agency, the agency should provide clear recommendations regarding the execution of the campaigns by the EUD, including:

- Ideal targeted audience, preferred platform(s), estimated budget(s), duration, and any other relevant aspects of the campaigns.
- Social media reporting goals (i.e. ideal number of impressions or engagements per post)
- Potential paid advertising opportunities and suggested tactics
- Other suggested strategies and tactics for successful campaign implementation by the EUD

Profile Sought

The Delegation seeks a high-quality U.S.-based communications agency with reputable experience in the field of social media analysis, campaign development, and digital marketing. The agency should have the ability to complete the task within the requisite timetable. Previous work with governments is strongly preferred. Likewise, there is a strong preference for an agency with experience working with international clients whose target is U.S. audiences. Experience working with messaging of European actors to U.S. audience is considered advantageous.

ACTIVITY TIMELINE AND MILESTONES

The proposed time of activity is February 2024 - December 2024. Specifically, the kick-off meeting with the selected agency should be held mid-March, the proposed potential campaigns submitted by mid-April, and the first of the strategy guidelines submitted by late May.

LOCATION:

Washington, D.C.

MONITORING, EVALUATION, AND FOLLOW-UP

All outputs will be regularly supervised by the Team Leader in coordination with the EUD Program Manager. IBF will prepare a final report summarizing its services delivered and supporting role in the Activity.

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RESOURCE ALLOCATION

The Team Leader will serve as liaison to the agency in coordination with the EUD lead officer, in collaboration with the PDSF Program Manager. KE2 may be engaged to provide additional support as the action progresses into Spring 2024.

FEES

None anticipated.

INCIDENTAL EXPENDITURE

IBF will execute a tender for competitive proposals between invited candidates for proposed implementation of the project. IBF will allocate up to $65,000 for a contract to be signed with the social media expert(s), or their home organization, to execute these terms of reference.

WORK PLAN, TIMESHEET AND REPORTING

No NKE fees are anticipated. The team leader will supervise implementation, with support from KE2 as necessary and upon approval by FPI.

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Annex 2: Budget

EU Policy and Outreach Partnership in the US And Policy Dialogue Support			
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	Nr of days	**Fee rate**	**Total**
Fees	30	700 €	21.000 €
Fees	40	650 €	26.000 €
Fees	38	200 €	7.600 €
Fees	37	200 €	7.400 €
TOTAL			**62.000,00 €**

Note: The creation of short-form videos with existing EUD video assets would be covered under the retainer. Any costs for production and distribution of video that would require independent production would be an additional expense, agreed upon in advance and billed at cost.

This note is to be replaced with the below note.

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Annex 3: Methodology

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