

Privacy Act Statement. 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, D.C. 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. Finally, the Attorney General intends, at the earliest possible opportunity, to make these public documents available on the Internet on the Department of Justice World Wide Web site.

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, Criminal 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 Ruder Finn Arts & Communications Counselors	2. Registration No. 1481
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3. Name of foreign principal Office of the UAE Pavilion for the Venice Biennale	4. Principal address of foreign principal PO Box 60478 Dubai United Arab Emirates
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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:
  - Partnership
  - Committee
  - Corporation
  - Voluntary group
  - Association
  - Other (specify) \_\_\_\_\_
- Individual-State nationality \_\_\_\_\_

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

Organizer of the U.A.E.'s national pavilion for the 2009 Venice Biennale

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

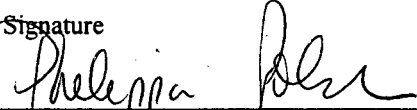
Financed by a foreign government, foreign political party, or other foreign principal Yes  No

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.)

The UAE Pavilion at the Venice Biennale is initiated & supported by the Ministry of Culture, Youth and Sports, and is sponsored by the Emirates Foundation and the Dubai Culture and Arts Authority

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.

Date of Exhibit A	Name and Title	Signature
4/13/09	Philippa Polskin, President	

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, Criminal 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 <i>Ruder Finn Arts &amp; Communications Counselors (RF A&amp;CC)</i>	2. Registration No. <i>1481</i>
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3. Name of Foreign Principal  
*Office of the UAE Pavilion for the Venice Biennale (UAE Pavilion)*

2009 MAY -5 PM 3:00  
REGISTRATION UNIT  
FIM/CES/TECH

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.  
*The UAE Pavilion has retained RF A&CC as its public relations counsel effective October 15, 2008 through October 15, 2009*

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

- Development & implementation of communications plan
- Representing the UAE Pavilion to the public
- Reporting on progress & achievements

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.

Date of Exhibit B	Name and Title	Signature
4/13/09	Philippa Poltskin, President	

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 interests, policies, or relations of a government of a foreign country or a foreign political party.

CONTRACT

1. The Office of the UAE Pavilion for the Venice Biennale (UAE Pavilion) has retained Ruder Finn Arts & Communications Counselors (RF A&CC) as its public relations counsel effective October 15, 2008.

2. Public relations services to be provided by RF A&CC include developing a communications plan and implementing a campaign for the UAE Pavilion and its exhibition; leading and co-ordinating an international network of affiliate offices in carrying out the campaign; representing the Pavilion to the public, as its agent; and reporting on progress and achievements in a manner to be mutually agreed upon. (See proposal dated September 25, 2008, attached hereto and made a part hereof as Exhibit A.)

3. As compensation for its services, RF A&CC will be paid a fee of \$22,500 per month for 12 months, through October 15, 2009. This fee is inclusive of the fees for RF A&CC's affiliate offices. Billing of this monthly fee will be on the first day of each month and payment will be due upon receipt of invoice.

4. Out-of-pocket disbursements for, on behalf of, or for the benefit of the UAE Pavilion will be billed at the end of each month. Production expenses such as releases and mailings, photos and prints, artwork, printing, etc. will be billed at cost. Executive travel by RF A&CC on flights longer than four hours will be booked in business class. We may bill you in advance for major out-of-pocket expenses. All expenses over \$500 will be approved by you in advance in writing.

In the event that the UAE Pavilion questions the validity of a charge, payment for only that portion under question may be delayed without a finance charge, provided the UAE Pavilion expresses its objection in writing within twenty (20) days of the date of the invoice.

RF A&CC will maintain accurate records of all out-of-pocket expenditures made on behalf of the UAE Pavilion. RF A&CC will be prepared to supply, during normal business hours and at reasonable intervals, supporting documentation required by the UAE Pavilion with the exception of the following: travel and miscellaneous expenses under \$25.00, postage, photocopy, telecopy, telephone and messenger service.

5. If, as an agent, RF A&CC places paid media advertising for the UAE Pavilion, media and production costs must be paid to RF A&CC by the UAE Pavilion in advance, and these shall be commissionable to the agency.

6. The UAE Pavilion agrees to deposit with RF A&CC \$500.00 to be used as a revolving credit against which out-of-pocket disbursements may be paid. The UAE Pavilion agrees to reimburse this fund each month in the amount of such out-of-pocket charges. RF A&CC agrees to refund promptly any unused balance remaining therein at the completion of this agreement or extension thereof.

7. A finance charge of 1.5% per month will be assessed on outstanding balances over 30 days.

8. Each party shall indemnify and hold harmless the other party and its corporate affiliates and their officers, directors, employees, subcontractors and agents from and against all obligations of any nature whatsoever, including all reasonable attorney's fees, resulting from a party's willful misconduct or negligent act or omission or failure to perform in accordance with any of the terms or conditions of this agreement; provided, however, that the party to be indemnified hereunder notifies the other party promptly of any such claim and such claim is not attributed to any negligent act or omission by the indemnified party, its corporate affiliates or any of their officers, directors, employees or agents. This indemnification shall survive the termination of this agreement.

The UAE Pavilion acknowledges that it has read this agreement between the parties, which supersedes all proposals or prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this agreement.

10. This agreement can be canceled by either party on 90 days advance notice in writing.

Accepted by: \_\_\_\_\_  
For Office of the UAE Pavilion for the Venice Biennale

Date: \_\_\_\_\_

Accepted by: \_\_\_\_\_  
For RF A&CC

Date: \_\_\_\_\_