

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 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 .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, 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.

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<br>DANIEL J. EDELMAN INC.<br>1500 BROADWAY NEW YORK, NY 10036 | 2. Registration No.<br>3657 |
|---|-----------------------------|

|   |  |
|---|--|
| 3. Name of foreign principal<br>CNIA - CRITICAL NATIONAL INFRASTRUCTURE AUTHORITY | 4. Principal address of foreign principal<br>AIRPORT ROAD<br>AL BATEEN AIR BASE<br>ABU DHABI 62220 |
|---|--|

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:

|                                      |   |
|--------------------------------------|---|
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Committee              |
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Voluntary group        |
| <input type="checkbox"/> Association | <input type="checkbox"/> Other (specify): _____ |

Individual-State nationality \_\_\_\_\_

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

a) Branch or agency represented by the registrant  
CNIA - CRITICAL NATIONAL INFRASTRUCTURE AUTHORITY, A GOVERNMENT ENTITY RESPONSIBLE FOR PROTECTING ABU DHABI'S VITAL FACILITIES WHICH IS AFFILIATED TO THE ABU DHABI EXECUTIVE COUNCIL

b) Name and title of official with whom registrant deals  
SHAIKHA AHMED AL NEAMI, HEAD OF PUBLIC RELATIONS DEPT.

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

a) Principal address  
N/A

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.

N/A

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.)

N/A

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.

N/A

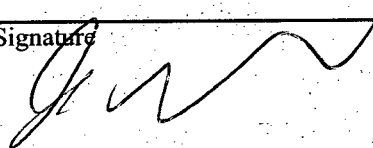
Date of Exhibit A

03/06/09

Name and Title

MD  
Justin Blake

Signature



**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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|   |                             |
|---|-----------------------------|
| 1. Name of Registrant<br>DANIEL S. EDELMAN<br>1500 BROADWAY<br>NEW YORK, NY 10036 | 2. Registration No.<br>3657 |
| 3. Name of Foreign Principal<br>CNIA - CRITICAL NATIONAL INFRASTRUCTURE AUTHORITY |                             |

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.

TO DEVELOP MESSAGE, MATERIALS, AND BRANDING TO EXPLAIN AND SHOWCASE THE ACADEMY'S SERVICES, PROGRAMS, AND FACILITIES, DEVELOP PLAN AND STRATEGY FOR ANNOUNCING THE VISION OF THE DEVELOPMENT OF THE ACADEMY. DEVELOP A MARKETING AND COMMUNICATIONS PLAN TO CONTINUE TO RAISE THE PROFILE OF THE ACADEMY. TOTAL PROJECT FEE IS \$390,500 FOR SERVICES RENDERED BETWEEN DECEMBER 2008 THROUGH MAY 2009 AND EXPENSES TO BE BILLED AS INCURRED. SEE ENCLOSED AGREEMENT AND SCOPE OF WORK.

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

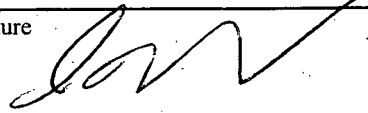
DEVELOP A COMPELLING NARRATIVE THAT RESONATES BOTH EMOTIONALLY AND RATIONALLY TO EXPLAIN ABU DHABI SECURITY ACADEMY'S (ADSA) ROLE AND OBJECTIVES AS THEY RELATE TO NATIONAL INFRASTRUCTURE AND INCLUDE AN EXPLANATION OF THE SERVICES AND PROGRAMS THAT THE ACADEMY PROVIDES.

- ESTABLISH PROTOCOL FOR EFFECTIVE INTERNAL COMMUNICATIONS SYSTEMS.
- DEVELOP VISUAL IDENTITY AND BRAND.
- RAISE PUBLIC AWARENESS AND SUPPORT FOR ADSA'S MISSION AND ACTIVITIES.
- DEVELOP ADSA LAUNCH PLAN AND COORDINATE LOGISTICS, EXECUTION AND OVERSIGHT OF LAUNCH EVENT.

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.

THE EXTENT TO WHICH EDELMAN WILL CONDUCT OUTREACH TO U.S. OFFICIALS ON BEHALF OF THE FOREIGN PRINCIPLE IS TO BE DETERMINED. MOST LIKELY, SOME U.S. OFFICIALS WILL BE INVITED TO AN ANNOUNCEMENT EVENT PLANNED FOR MAY 2009 AS OUTLINED IN THE STATEMENT OF WORK - DEVELOPING AND MANAGING PUBLIC ANNOUNCEMENT. THE U.S. MEDIA WILL BE PART OF THE TARGET AUDIENCE AND BROAD-BASED OUTREACH EFFORTS TO THE GENERAL U.S. PUBLIC AS OUTLINED IN THE STATEMENT OF WORK - COMMUNICATIONS AND MARKETING PLAN.

| Date of Exhibit B | Name and Title       | Signature  |
|-------------------|----------------------|--|
| 03/06/09          | M.D.<br>JUSTIN B'GIA |  |

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

**LETTER OF AGREEMENT**

November 17, 2008

Shaikha Al Neaimi  
 Critical National Infrastructure Authority  
 62220 Abu Dhabi, UAE

Dear Shaikha Al Neaimi:

This letter constitutes the master services agreement ("Agreement") between Critical National Infrastructure Authority ("Client") and Daniel J. Edelman, Inc., doing business as Edelman, ("Edelman") for the provision of services as set forth herein. The parties agree as follows:

1. **Services.** Edelman shall perform those services ("Services") set forth in each statement of work ("SOW") executed by the parties, a sample of which is attached hereto as Exhibit A. If Client wants to expand the scope of the Services or wants additional services, Client and Edelman shall mutually agree upon the additional services to be performed and the amount required to perform the additional services and either amend the current SOW or execute a new SOW, as appropriate. Edelman shall bill Client and Client shall pay Edelman for such additional services in accordance with the terms of this Agreement.

2. **Compensation.**

2.1. **Budget.** The total projected fees and expenses for the Services ("Budget"), if determined, are set forth in the SOW. The Budget pertains to Services only as set forth in the SOW and is only for Services rendered by Edelman's New York office, unless specifically provided otherwise herein. If any activities entail services of other Edelman offices, divisions or affiliates, Client will pay for such services at Edelman's then current time and material rates customary for such office location, practice and title.

2.2. **Prepayment.** Client shall pay Edelman a prepayment equal to the professional fees as set forth in the SOW prior to Edelman beginning or continuing to perform any Services. Edelman shall apply such prepayment(s) to Client's payment obligations set forth in this Section 2.

2.3. **Fee Billing.** Edelman shall bill Client for its professional fees according to the payment schedule set forth in the SOW.

2.4. **Expenses.**

(a) **Out-of-pocket Expenses.** Client shall reimburse Edelman for all out-of-pocket, third-party vendor expenses incurred by Edelman in performing the Services. Such expenses include, but are not limited to, research services, media monitoring/clipping, production costs, overnight delivery, messenger, cellular phone, and Blackberry charges and long distance and conferencing charges. Client shall pay a ten percent (10%) service charge on all such expenses incurred and paid by Edelman. Client may avoid the service charge by either 1) paying vendors directly or 2) prepaying Edelman for such expenses. Prepayment of expenses must be received by Edelman no later than fifteen (15) days after the date of the invoice setting forth such vendor expense; if payment is not received by Edelman within fifteen (15) days of the date of the invoice, the service charge will be imposed. Client shall be required to prepay Edelman or direct pay vendors for any individual expense equal to or greater than US\$5,000.

(b) **Travel Expenses.** Client shall reimburse Edelman monthly for all travel and/ or entertainment related expenses incurred by Edelman or its employees in performing the Services.

For Edelman Use Only

GM:

Client Code:

Project No(s):

including, but not limited to, air travel, ground transportation, lodging, meals, tips and wireless and long distance telephone calls. Such expenses are not subject to the 10% service charge.

(c) **Taxes.** Client shall reimburse Edelman for all taxes, including, without limitation, taxes on the sale or use of goods and services, value added taxes, and general services taxes, imposed by any government or taxation authority, as a result of Edelman's performance of the Services; provided, however, that Client shall not be responsible for any taxes based solely on Edelman's income.

(d) **Internal Expenses.** Client shall reimburse Edelman for expenses related to in-house photocopying, local telephone calls (not long distance or phone card calls), facsimile use (including related telephone charges), U.S. postage (other than mass mailings) that Edelman incurs on Client's behalf, Client shall pay Edelman a monthly charge equal to six percent (6%) of Edelman's monthly fees as reimbursement for such expenses. Notwithstanding any provision to the contrary contained herein, Edelman shall not provide Client with an accounting or detail for such charge.

(e) **Rebates.** Edelman shall not pass on to Client any rebate Edelman receives if such rebate is based on Edelman's overall purchase volume and not a purchase specifically and solely for Client's account.

(f) **Legal Services:** The costs of Edelman's outside legal services incurred to approve copy, deal with regulatory issues, arrange spokespersons, negotiate terms with vendors and suppliers engaged on behalf of Client, and other matters dealing with the provision of services will be billable to Client as a third party expense. Edelman shall provide for Client's prior approval, an estimate of legal expenses to be incurred.

**2.5. Payment.** Except as otherwise provided herein, payments for the fees and expenses described in this Section 2 are due and owing to Edelman on the invoice dates; provided, however, that such payments shall not be deemed late if received by Edelman within thirty (30) days of such invoice dates. If payment is not received by Edelman within such period, Edelman may assess and Client agrees to pay a late payment charge at the rate of 1% per month (12% per year) or the maximum legal rate. If Client is more than thirty (30) days late in paying any invoice, Edelman may, in its sole discretion, cease performing Services until Client had paid all outstanding invoices. Edelman's failure to issue an invoice in a timely manner will not relieve Client of Client's obligation to pay the amounts due pursuant to such invoice, but will postpone the due date accordingly. Restrictive endorsements or other statements on checks accepted by Edelman shall be of no force or effect. To the extent that Client disputes any invoice, Client must provide Edelman written notice of such dispute within thirty (30) days of the invoice date, or Client shall waive any claim with respect to such invoice.

**2.6. International Services.** All amounts due under this Agreement shall be billed and paid in US dollars. Edelman reserves the right to adjust the Budget if there is a variation in any relevant currency exchange rate greater than two percent (2%). Client, recognizing that Edelman is obligated to pay out-of-pocket, third party vendor expenses and other costs in full in the local currency in which they were incurred, shall reimburse Edelman if any shortfall occurs as a result of fluctuating currency exchange rates. In such instances, Edelman will include an adjustment in the next monthly invoice or render a separate invoice.

### **3. Indemnification.**

**3.1** Client represents and warrants that the materials and information it provides to Edelman are accurate and complete and that it is the owner or licensee of all intellectual property rights sufficient to enable Edelman to edit, reproduce and otherwise use, publish and distribute such materials in performing Services for Client. Client shall defend, indemnify and hold Edelman harmless from and against any third-party liabilities, actions, claims, damages, judgments or expenses, including reasonable attorneys' fees and costs, (collectively "Claims") that arise out of or relate to: (i) information, statements or materials (including any Claims relating to Intellectual property rights therein), prepared or provided by Client, that Client directed Edelman to use or that were approved by Client, including, without limitation, any Claims of infringement or misappropriation of copyright, trademark, patent, trade secret or other

intellectual property or proprietary right, infringement of the rights of privacy or publicity, or defamation or libel (ii) product liability or death, personal injury or property damage arising out of, or relating to, Client's acts or omissions or Client's products, services or equipment; and/or (iii) Client's negligence or willful misconduct.

3.2 Edelman shall defend, indemnify and hold Client harmless from and against any Claims that arise out of, or relate to Edelman's gross negligence or willful misconduct in performing the Services under this Agreement.

3.3 The indemnifying party's obligations under this Agreement are conditioned upon (i) the other party's giving prompt, written notice of a Claim; (ii) the indemnifying party having sole control of the defense and settlement of a Claim (provided that the indemnifying party may not settle any Claim in a manner that would adversely affect the other party's rights, reputation or interests without the other party's prior written consent, which shall not be unreasonably withheld); and (iii) the other party's cooperation with the indemnifying party, at the indemnifying party's expense, in the defense and settlement of the Claim, as the indemnifying party may reasonably request. The party seeking indemnification shall have the right to participate in the defense thereof with counsel of its choosing at its own expense.

3.4 In addition, in matters in which Edelman is not an adverse party, Client shall pay or reimburse Edelman for all reasonable staff time, attorneys' fees and expenses Edelman incurs in relation to subpoenas, depositions, discovery demands and other inquiries in connection with suits, proceedings, governmental, legislative or regulatory hearings, investigations or other civil or criminal proceedings in which Client is a party, subject or target.

3.5 This Section shall survive termination or expiration of this Agreement.

4. **Term.** This Agreement shall commence effective as of November 17, 2008 and shall continue through December 31, 2009. This Agreement shall automatically renew for subsequent one-year terms unless terminated by either party as provided herein.

5. **Termination.** Either party may terminate this Agreement or a particular SOW for any reason by providing the other party with not less than sixty (60) days' written notice. In addition, either party may terminate this Agreement upon ten (10) days' written notice to the other party in the event of a material breach of this Agreement (including non-payment of any invoice), if such breach is not corrected by the other party within the ten-day period. Either party may immediately terminate this Agreement if the other becomes insolvent; is unable to pay its debts as they mature; is the subject of a petition in bankruptcy or of any other proceeding under bankruptcy, insolvency or similar laws; makes an assignment for the benefit of creditors, or is named in, or its property is subjected to, a suit for the appointment of a receiver; or is dissolved or liquidated. The respective rights and duties of the parties shall continue in full force and effect during the notice period. Upon expiration or termination of this Agreement, Client shall pay Edelman fees through the termination date and reimburse Edelman for expenses incurred through the termination date. In addition, Client shall either assume liability or pay Edelman for non-cancelable expenses committed to be incurred prior to the termination date. This Section shall survive termination or expiration of this Agreement.

If the term set forth in an SOW extends beyond the expiration or termination date of this Agreement, the terms of this Agreement shall extend automatically for such SOW until such SOW's termination or expiration.

6. **Limitation of Liability.** EDELMAN'S AGGREGATE LIABILITY ARISING OUT OF, OR RELATING TO, THIS AGREEMENT (WHETHER IN CONTRACT, TORT OR OTHER LEGAL THEORY) SHALL NOT EXCEED THE AMOUNT OF FEES PAID BY CLIENT TO EDELMAN PURSUANT TO THIS AGREEMENT. IN NO EVENT SHALL EDELMAN BE LIABLE TO CLIENT FOR ANY SPECIAL, CONSEQUENTIAL, PUNITIVE OR OTHER INDIRECT DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST REVENUES OR PROFITS), WHETHER OR NOT NOTIFIED OF SUCH DAMAGES. This Section shall survive termination or expiration of this Agreement.

7. **Confidentiality.** Each party will use reasonable efforts to keep confidential all information and materials so designated by the other party and to limit access to such information and materials to those with a need to know for purposes of performing this Agreement. Notwithstanding the foregoing, each party acknowledges that information and materials shall not be deemed confidential for the purposes of this Agreement if such information and materials: (i) become publicly available through no wrongful act or breach of any obligation of confidentiality on the receiving party's part; (ii) are, at the time of disclosure, lawfully known to the receiving party without restriction on disclosure; (iii) are independently developed or obtained by the receiving party without breach of this Agreement; (iv) are required to be disclosed by law or applicable legal process; or (v) are authorized for release by the disclosing party.

8. **Intellectual Property.** Unless specifically provided for in the SOW and paid for by Client, Edelman does not perform any searches, including but not limited to, trademark, copyright or patent searches, to determine if materials prepared or provided by it, or any portion thereof, may infringe the rights of any third party, and such searches and determinations are the responsibility of Client. Nothing in this Agreement shall prohibit or prevent Edelman from using materials that are obtained from third parties pursuant to limited licenses.

Upon payment in full of all amounts due and owing Edelman with respect to the Services, Edelman will, upon Client's request, assign all of its right, title and interest, including all of its copyright and trademark rights, in the materials Edelman creates in connection with such Services; provided, however, that Client shall obtain no ownership interest in (i) third party materials, including without limitation, stock photography, (ii) materials prepared by Edelman prior to or outside the scope of this Agreement, even if customized for Client, and (iii) materials Edelman considers proprietary, including but not limited to, media lists, media training guides, influencer lists, data bases, BrandCARE™ materials and proposals Edelman submits to Client that Client does not engage Edelman to implement. Upon Client's request, and at Client's expense, Edelman shall use reasonable efforts to obtain from any third party any and all assignments and releases necessary to grant Client the rights of such third party. This Section shall survive termination or expiration of this Agreement.

9. **Non-Solicitation of Employees.** During the term of this Agreement and for one (1) year after its termination, Client will not, without the written consent of Edelman, knowingly solicit (either directly or indirectly) any Edelman employee with whom Client came into contact during the performance of this Agreement, for the purpose of engaging such employee as an employee, consultant, agent or other independent contractor. In the event Client does so solicit and employ or engage any person so employed by Edelman, Client shall pay Edelman a fee equal to the total amount of such employee's annual cash and non-cash compensation as a reimbursement to Edelman of its recruitment and training costs. This Section shall survive termination or expiration of this Agreement.

10. **Choice of Law and Jurisdiction.** This Agreement shall be construed in accordance with the laws of the State of Illinois, regardless of any conflict of law rules. Client hereby submits to the exclusive jurisdiction of the federal and state courts located in the State of Illinois. This Section shall survive termination or expiration of this Agreement.

11. **Attorneys' Fees.** In the event that any action or proceeding (including, without limitation, any alternative dispute resolution mechanism agreed to by the parties) is brought in connection with this Agreement, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees. This section shall survive termination or expiration of this Agreement.

12. **Assignment.** Neither party may assign this Agreement or any rights or obligations hereunder, whether directly or indirectly, without the prior written consent of the other party; provided, however, that Edelman may elect to engage subcontractors in connection with the performance of its Services hereunder.

13. **Force Majeure.** Neither party shall be liable to the other for any delay or failure in performance hereunder due to causes which are beyond the reasonable control of the party unable to



perform, except for the failure to pay any amounts due hereunder. If a force majeure event remains in effect for more than thirty days, the other party may terminate the affected SOW.

14. **Notice.** Except as otherwise provided herein, all notices that either party is required or may desire to give the other party hereunder shall be in writing and shall be sufficiently given if (i) delivered in person, (ii) sent by registered or certified mail, either postage prepaid, (iii) sent by prepaid overnight courier, (iv) transmitted by facsimile, upon receipt of a confirmation of receipt, or (v) transmitted by e-mail, when received and opened. All such notices shall be addressed to each party as follows:

|                 |   |
|-----------------|---|
| If to Edelman:  | Hadley Harris<br>Senior Account Supervisor<br>Daniel J. Edelman, Inc.<br>1500 Broadway<br>New York, NY 10036<br><br>Tel: 212-704-4421<br>Facsimile: 212-391-6389<br>E-mail: hadley.harris@edelman.com           |
| With a copy to: | Office of the General Counsel<br>Daniel J. Edelman, Inc.<br>200 East Randolph Drive, 32nd Floor<br>Chicago, IL 60601<br>Facsimile: 312.297.6990<br>E-mail: shan.bhati@edelman.com &<br>peter.petros@edelman.com |
| If to Client:   | Shaikha Al Neaimi<br>Critical National Infrastructure Authority<br>62220 Abu Dhabi, UAE<br><br>Tel: +9712 4489999<br>Facsimile: +9712 6159615<br>E-mail: salneaimi@cnia.ae                                      |

15. **Section Headings.** Section headings contained herein are solely for convenience and are not in any sense to be given weight in the construction of this Agreement.

16. **Counterparts.** This Agreement and any SOW hereunder may be executed in two or more Counterparts, each of which will be deemed an original for purposes of this Agreement or the SOW.

17. **Compliance with Laws.** Client shall comply with, and be in compliance with, all applicable federal, state and municipal statutes, laws, ordinances and regulations, including, without limitation, those relating to privacy, security, environment, Occupational Safety and Health Administration, labor standards, and any permits, licenses and certifications Client is required to have.

18. **Entire Agreement.** This Agreement, along with any and all SOWs, exhibits and attachments, constitutes a single agreement, as well as the entire agreement with respect to the subject matter hereof, supersedes any prior or contemporaneous agreement between the parties, whether written or oral, with respect to the subject matter hereof, and may be modified or amended only by a writing signed by the party to be charged.

Your signature below confirms that you, as an authorized representative of Client, enter into this Agreement on behalf of Client.

Sincerely,

Daniel J. Edelman, Inc.

ACCEPTED AND AGREED TO ON THIS 22 DAY OF FEB, 2008.

Critical National Infrastructure Authority

DANIEL J. EDELMAN, INC.

By: [Signature]

By: [Signature]

Printed Name: Ahmed Bin Tahnoon

Printed Name: Chris Deri

Title: Al Nahyan

Title: [Signature]

Chairman

## EXHIBIT A

## STATEMENT OF WORK #1 (SOW #1)

Services

Edelman shall perform the following Services:

**Messaging and Materials Development and Vendor Stakeholder Communications**

- Develop compelling messages that resonate both emotionally and rationally to explain the roles, objectives, services and programs that the Academy provides, as well as the role of its partners. Develop all internal and external collateral materials for the Academy, which can be used for IDEX, the public announcement and beyond, including:
  - o Academy backgrounder
  - o Internal Q&A document
  - o General talking points on the Academy
  - o Core bios (4-5)
- Develop template for monthly/bi-monthly email communication with vendor stakeholders to keep them informed of the Academy's progress and sustain their interest.

**Branding and Visual Identity**

Develop a visual identity, brand, name and branding guidelines for the Academy that showcase the unique and first-rate training facility and position the Academy on a global scale. The four-phased approach will include:

- Brand positioning -- through a facilitated workshop with the senior management team, the brand positioning will be defined. The objectives of this workshop include:
  - o Developing the *vision and mission*
  - o Developing a clear understanding of the *key messages* the Academy hopes to communicate and to whom -- the audiences
  - o Establishing the Academy's *unique selling points*
  - o Developing a short statement highlighting the desired market space and demonstrating how you will own that territory, as well as the brand essence
- Naming - based on the strategic brand framework, we will generate several *potential names* for the brand that have undergone due diligence in terms of top-line linguistics screening and domain name searches (trademarking to be covered by the client).
- Visual identity - following agreement on one name, we will develop three visual concepts which bring the brand to life in different ways and explore different routes in which your identity might stand out. Working with the Academy, we will prioritise the concepts to select a preferred route which we will then visualise on up to three stationery applications such as letterhead, compliments slip and business card. Once the route has been approved we will produce master artwork of the logo.
- Brand guidelines -- following approval of the core brand identity, we would then produce simple look and feel brand guidelines covering:
  - o *Core elements*
    - Correct use, sizing and positioning of the logo
    - Clear space and minimum size

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- Corporate colour palette - primary and secondary colours
- Typography
- Use of imagery
- *Select application examples – up to four examples*
  - Stationery
  - PowerPoint
  - Signage
  - Brochure – A4 brochure including front cover and one inside spread  
(NB. Full brochure design to be costed separately if required)
  - Website  
(NB. Full website design and programming to be costed separately if required)

#### **Developing and Managing Public Announcement (tentatively scheduled for late April/early May)**

Develop and manage the two-day Academy announcement strategy and supporting activities

- Develop the program for the announcement event
- Work with vendor stakeholders to identify invitees and participants in roundtables
- Help identify a vendor to develop and manage the announcement event and present CNIA with three options (including local vendors)
- Oversee the event management company to ensure that everything is running smoothly
- Develop and distribute save-the-dates and invitations
- Draft and develop media materials (e.g. advisory, press release, etc.) and translate into Arabic
- Develop the media strategy and supporting storylines to pitch
- Identify appropriate media contacts to invite to the announcement event
- Drive in-person media attendance
- Prepare all spokespeople for the Academy by providing media training and tailored materials, including:
  - Talking points
  - Speeches (2-3)
  - Key messages for roundtable moderators
  - Run-of-show
- If agreed upon, work with the event management company to develop a video for the announcement event

#### **Communications and Marketing Plan**

- Develop a formal communication and marketing plan to raise public awareness and support for the Academy's mission and activities through a multi-channel communications and marketing campaign that targets potential customers, the media and other influencers.
- The main deliverable will be an actionable communications and marketing plan (to be implemented post-announcement), which will reflect the findings of the market research study and include the following elements:
  - Formal setting of communication and marketing objectives
  - Refinement and/or addition of key messages and proof points
  - Identification of high-priority audiences and the development of a targeted influencer and media database

- o Outreach tactics for personalized outreach to influencers (e.g. policy makers, business leaders, academia, etc.) as well as broad-based outreach to the general public
- o Recommendations for leveraging third-party advocates
- o Recommended themes, outlines and outlets for new content, intellectual capital and/or materials (e.g. op-eds, white papers, collateral materials)
- o Development of speakers bureau including identifying proactive and reactive speaking opportunities.
- o Recommendation for a global trade show and exposition plan
- o Story angles and corresponding media targets
- o Specific content and site map recommendations for an Academy Web site

**Term**

December 15, 2008 and shall continue until May 15, 2009.

**Budget*****Professional Fee***

Edelman shall bill the Client monthly project fees. The invoice shall include hourly professional fees, not to exceed the agreed-upon total budget, as well as OOP expenses. The Project and Retainer Fees shall compensate Edelman for performance of the Services during such period. Edelman shall not be obligated to provide Client with hourly billing detail.

*December 15, 2008 through April 30, 2009*

**Messaging and Materials Development and Vendor Stakeholder Communications = US\$95,000-  
("Project Fee")**

*January 1, 2009 through March 1, 2009*

**Branding and Visual Identity = US\$90,300 ("Project Fee")**

*December 1, 2008 through May 8, 2009*

**Developing and Managing Public Announcement = US\$150,000 ("Project Fee")**

- Additional outreach in target markets (e.g. Japan, France, Brazil) = US\$10,000/market ("Project Fee")
- Separate out-of-pocket fees will be incurred for an event management vendor.

*December 15, 2008 through May 15, 2009*

**Communications and Marketing Plan = US\$45,000 ("Project Fee")**

***Out-of-Pocket Expenses***

In addition, Edelman shall also bill Client for out-of-pocket costs including a 10% service charge (service charge does not apply to Edelman travel and entertainment expenses), plus a 6% administrative charge for internal expenses related to in-house photocopying, local telephone calls (not long distance or phone card calls), facsimile use (including related telephone charges), U.S. postage (other than mass mailings) that Edelman incurs on Client's behalf. Notwithstanding any provision to the contrary contained herein, Edelman shall not provide Client with an accounting or detail for such charge.

All amounts due under this Agreement shall be billed and paid in US dollars.

SOW #1 ACCEPTED AND AGREED TO ON THIS 22 DAY OF FEB, 2009.

Critical National Infrastructure Authority

DANIEL J. EDELMAN, INC.

By: [Signature]

By: [Signature]

Printed Name: Ahmed bin Tahnoun

Printed Name: Chris Deri

Title: Al Nahyan

Title: GM

Chairman

**EXHIBIT B****Sample Statement of Work for Ongoing Retainer  
May 15, 2009-December 31, 2009**

Upon completion of Statement of Work #1, Edelman and client shall agree to in writing, an ongoing monthly retainer, effective May 15, 2009 through December 31, 2009. Although the monthly retainer activities are to be determined, we have provided several budget options, which highlight Edelman's level of service at each rate. At this point, the Academy will not be contractually committed to selecting one of these options. This can be discussed further and determined at a later date.

Below are several retainer budget options that will cover the execution of communications activities outlined in the strategic communications plan that Edelman develops and is agreed to by CNIA. The activities listed below provide examples of ongoing work, and are subject to review and approval.

**Option #1 – \$35,000 monthly retainer**

Examples of support Edelman would provide include:

- Ongoing strategic counsel
- Refinement and/or addition of key messages and proof points
- Activation of Academy spokespeople and the coordination of message and media training
- Outreach activities for personalized outreach to influencers (e.g. policy makers, business leaders, academia, etc.) as well as broad-based outreach to the general public
- Leveraging third-party advocates using multiple channels
- Development of story angles and media outreach

**Option #2 – \$50,000 monthly retainer**

Examples of support Edelman would provide include:

- Ongoing strategic counsel
- Refinement and/or addition of key messages and proof points
- Activation of Academy spokespeople and the coordination of message and media training
- Outreach activities for personalized outreach to influencers (e.g. policy makers, business leaders, academia, etc.) as well as broad-based outreach to the general public
- Leveraging third-party advocates using multiple channels
- Development of themes, outlines and outlets for new content, intellectual capital and/or materials (e.g. Op-Eds, white papers, collateral material) and manage their production
- Development of speakers' bureau
- 6-12 month calendar of primary and secondary news pegs
- Development of story angles and media outreach

**Option #3 – \$75,000 monthly retainer**

Examples of support Edelman would provide include:

- Ongoing strategic counsel
- Refinement and/or addition of key messages and proof points
- Activation of Academy spokespeople and the coordination of message and media training
- Outreach activities for personalized outreach to influencers (e.g. policy makers, business leaders, academia, etc.) as well as broad-based outreach to the general public
- Identification of independent endorsers and surrogates
- Leverage third-party advocates using multiple channels
- Development of themes, outlines and outlets for new content, intellectual capital and/or materials (e.g. Op-Eds, white papers, collateral material) and manage their production
- Development of speakers' bureau
- 6-12 month calendar of primary and secondary news pegs
- Development of story angles and media outreach
- Development and execution of the Academy's presence at specific trade shows and exhibitions
- Development of Creative Brief for advertising campaign



- Development of specific content and site map for Academy Web site