

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 Registration Unit in Washington, DC. Statements are also available online at the Registration 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 .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, 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 and Address of Registrant MSLGROUP Americas, Inc. d/b/a Qorvis MSLGROUP d/b/a Qorvis Communications	2. Registration No. 5483
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3. Name of Foreign Principal World Council of Religious Leaders	4. Principal Address of Foreign Principal 350 Fifth Avenue, 59th Floor New York, NY 10118
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5. Indicate whether your foreign principal is one of the following:

Government of a foreign country¹

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

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.

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.

The objective of this Council is to serve as a resource to the United Nations and its agencies around the world, nation states and other international organizations, offering the collective wisdom and resources of the faith traditions toward the resolution of critical global problems.

b) Is this foreign principal:

- | | |
|---|---|
| Supervised by a foreign government, foreign political party, or other foreign principal | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| Owned by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| Directed by a foreign government, foreign political party, or other foreign principal | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| Controlled by a foreign government, foreign political party, or other foreign principal | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| Financed by a foreign government, foreign political party, or other foreign principal | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| Subsidized in part by a foreign government, foreign political party, or other foreign principal | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |

9. Explain fully all items answered "Yes" in Item 8(b). *(If additional space is needed, a full insert page must be used.)*

The World Council of Religious Leaders is composed of and chaired by religious and spiritual leaders from the member states of the United Nations. Funding is provided by multiple sources, including the Muslim World League, which receives funding from the Kingdom of Saudi Arabia.

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.

The Executive Committee of the World Council of Religious Leaders guides the strategy and actions of the Council. Additional details regarding the World Council of Religious Leaders and the composition of the Executive Committee are addressed in the Charter of the World Council of Religious Leaders, available online at http://www.millenniumpeacesummit.org/wc_charter.html.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to the registration statement and 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 of Exhibit A	Name and Title	Signature
January 22, 2019	Jonathan Nicholas, Vice President, Director of Finance	/s/ Jonathan Nicholas

eSigned

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 Registration Unit in Washington, DC. Statements are also available online at the Registration 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 .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, 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

MSLGROUP Americas, Inc. d/b/a Qorvis MSLGROUP d/b/a
Qorvis Communications

2. Registration No.

5483

3. Name of Foreign Principal

World Council of Religious Leaders

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. Describe fully the nature and method of performance of the above indicated agreement or understanding.
See attached contract.

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

Registrant will provide public relations, website development, and event planning services to the World Council of Religious Leaders.

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.

See response to question 8.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and 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 of Exhibit B	Name and Title	Signature
January 22, 2019	Jonathan Nicholas, VP, Director of Finance	/s/ Jonathan Nicholas eSigned

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.



December 5, 2018

Mr. Bawa Jain
Secretary-General
The World Council of Religious Leaders
Empire State Building
350 Fifth Avenue, 59th Floor
New York, NY 10118, USA

Dear Mr. Jain:

MSLGROUP Americas, Inc., d/b/a Qorvis Communications ("Qorvis") is delighted to provide public relations services to **The World Council of Religious Leaders** ("Client"). In this letter (the "Agreement"), we describe the terms of our arrangement with you as we begin our representation. "We," "us," and "our" refer to Qorvis and "you" and "yours" refer to Client.

1. As part of our Agreement, we will provide services on behalf of Client as described in Exhibit A or in a subsequent Statement of Work that is executed by the parties and that is entered into pursuant to this Agreement ("SOW"). These services will be performed in the United States.
2. This Agreement will begin on December 1, 2018 and will continue in full force and effect until May 30, 2019. It may be terminated by either party upon thirty (30) days prior written notice to the other party; provided that any SOWs in effect at the time of termination will continue unless terminated in accordance with their own terms. In the event of termination of a SOW, you will remain liable for all fees and expenses incurred, expected to be incurred, or committed to by Qorvis on your behalf through the effective date of termination as if the SOW had not been terminated.
3. We will bill you as follows:
 - (a) For our fees:
 - a. Upon execution of this agreement: \$80,000
 - i. \$50,000 for strategic foundational work
 - ii. \$30,000 for initial retainer installment.
 - b. January 1, 2019: \$30,000 for the second retainer installment.
 - c. February 1, 2019: \$30,000 for the third retainer installment.
 - d. March 1, 2019: \$50,000 for the fourth retainer installment
 - e. April 1, 2019: \$50,000 for the fifth retainer installment
 - f. May 1, 2019: \$50,000 for the final retainer installment
 - (b) Qorvis will submit bills for out-of-pocket expenses on a monthly basis. Out-of-pocket expenses include those for travel, production, printing, stock imagery, stock video footage, air and ground charges, accommodations and meals or other significant pass-through costs. Any expense in excess of \$10,000 must be approved in writing by Client.



(c) Copies of our bills will be sent to you and can be remitted by any of the following means:

<p>Please remit to: Publicis Communications Collection Account f/b/o MSLGROUP Americas, Inc. 13273 Collections Center Dr Chicago, IL 60693</p>	<p>Courier/Express Mail: Bank of America Lockbox Services 13273 Collections Center Dr. Chicago, IL 60693</p>	<p>EFT Instructions: Account Name: Publicis Communications Collection Account f/b/a MSLGROUP Americas, Inc. Account Number: 8188395845 Routing/Transit (Wires): 026009593 Routing/Transit (ACH): 071000039 SWIFT: BOFAUS3N Bank of America 100 33rd St West, New York, NY 10001</p>
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4. Time is of the essence for the payment obligations hereunder. Overdue payments shall accrue interest at a monthly rate of 1.5% or the maximum allowed by law, whichever is less. Interest shall accrue on a daily basis from the date payment becomes due until Qorvis has received payment of the overdue amount together with all accrued interest. Overdue payments are payments received by Qorvis thirty (30) days or more from the date the invoice was submitted to Client. Qorvis reserves the right in case of delinquency of Client's payments, or such impairment of Client's credit as Qorvis deems might endanger future payments, to change the requirements as to terms of payment under this Agreement. Should Client be in default with respect to payment under this Agreement, Qorvis reserves the right to suspend some or all services hereunder until arrangements satisfactory to the Qorvis are made.
5. Client acknowledges and agrees that in Qorvis' purchasing rights and materials from third parties on Client's behalf, including media purchased by Qorvis on Client's behalf, Qorvis will be held solely liable for payments or sums owing only to the extent that proceeds have cleared from Client to Qorvis. For sums owing but not cleared to Qorvis, Client agrees to be held solely liable. The acceptance by Qorvis of payment by Client shall not operate as a release of Client from any claims and liability, except with respect to those fees and expenses satisfied by such payment.
6. Client shall be responsible for the accuracy, completeness and propriety of information concerning its organization, products, services and industry which Client furnishes to Qorvis. It will be the Client's responsibility to review all advertising, promotional, publicity and other materials prepared by Qorvis under this Agreement to confirm that representations with respect to Client's organization, products, services and industry are accurate and supportable by competent and reliable tests or other objective data then possessed by Client, as well as to confirm the accuracy and legality of the descriptions of Client's organization, products, services and industry and competitive products and services.
7. After we have issued material to the news media or to another third party, its use is no longer under our control. We cannot assure the use of news material by any news organization. Similarly, we cannot control the form or manner of use by the news media or



others of the material, including, but not limited to, the accurate presentation of information supplied by us.

8. You will not request, and nothing in this Agreement shall be deemed to require that we undertake any campaign, prepare any materials or publicity, or cause publication of any copy or article which, in our judgment, would be untrue, indecent, libelous, unlawful, or otherwise prejudicial to your interest or ours. Similarly, nothing in this Agreement shall be construed as committing us to violate any lawful contractual commitments to the media or others.
9. In the performance of its services hereunder, Qorvis is authorized to act as Client's agent with respect to entering into any and all agreements, contracts or other arrangements to effect the purposes of this Agreement or otherwise under this Agreement, including in connection with purchasing materials, services, goods and media required to produce and exhibit advertising on Client's behalf, in accordance with the terms set forth herein.
10. Client acknowledges that Qorvis may, in the rendition of the Services hereunder, engage third party suppliers and other vendors and subcontractors (collectively, "Subcontractors") from time to time to provide certain services. Qorvis shall supervise such services and endeavor to guard against any loss to Client as the result of the failure of Subcontractors to properly execute their commitments, but Qorvis shall not be responsible for their failure, acts or omissions, except where such failure, acts or omissions are due to Qorvis' negligence or willful misconduct. For the avoidance of doubt, and by way of example only, media, media publishers and ancillary media service providers (e.g., ad servers and data service providers) (collectively "Media Suppliers") are not Subcontractors for the purposes of this Agreement. Qorvis shall use commercially reasonable efforts to ensure that Media Suppliers perform their obligations to Client, but cannot guarantee any Media Supplier's performance. If Client enters into arrangements with third party vendors, subcontractors or suppliers regarding the provision of materials or services ("Preferred Suppliers") and requests that Qorvis utilize such Preferred Suppliers in the discharge of Qorvis' obligations hereunder, Client remains solely responsible for such Preferred Suppliers.
11. It is agreed that each party will indemnify the other against any loss or expenditure (including reasonable attorneys' fees and costs) that it may incur as the result of any claim, suit or proceeding made or brought against the indemnified party to the extent caused by the indemnifying party's (or any third party acting on behalf of or directing Client) negligent acts, errors or omissions, or, in the case of Client as the indemnifying party, arising out of or related to materials provided by Client or any instructions from Client. The duties to indemnify shall not terminate with the cancellation of this Agreement.
12. We shall provide prompt written notice to Client of any claim indemnified and shall consult with Client regarding our response to a subpoena to the extent the subpoena seeks Client data, documents, or information pertaining to Client so that Client may have an opportunity to seek appropriate relief.
13. In connection with the performance of its respective obligations under this Agreement, each party shall comply with all laws, legislation, regulations, codes of practice or requirements of



any relevant government or governmental agency, including without limitation the Foreign Agents Registration Act, as applicable to such party's obligations hereunder.

14. Both parties agree that during the term in which Qorvis provides services to you hereunder and for a period of twelve months (12) thereafter, neither party will solicit or induce any employee of the other party to leave his or her employment, nor hire any such employee to perform the same function without the other party's prior written consent.
15. Qorvis shall take reasonable care of any property belonging to the Client and made available to Qorvis for the purpose of this Agreement. Such property shall be at all times at the sole and entire risk of the Client, and Qorvis shall not be subject to any other liability for it.
16. If any provision of this Agreement is declared by any judicial or other competent authority to be illegal, void, voidable or otherwise unenforceable, or indication of the same is received by either of the parties from any relevant competent authority, such provision shall be deemed severed from the Agreement and the remaining terms of the Agreement shall remain in full force and effect.
17. Neither party may assign, sublicense or subcontract this Agreement or any of its rights or obligations hereunder without the prior written consent of the other party (not to be unreasonably withheld or delayed), except if assignment is to an affiliated entity.
18. This Agreement binds and benefits the permitted heirs, successors, and assignees of the parties.
19. Neither party shall be liable for any delay in performing or failure to perform its obligations under this Agreement to the extent that and for so long as the delay or failure results from any cause or circumstances whatsoever beyond its reasonable control (an "event of force majeure") provided that the event of force majeure is not due to the fault or negligence of that party. Each party shall use its reasonable endeavors to minimize the effects of any event of force majeure. In the event of a force majeure where we cannot provide services hereunder, you shall not be obligated to pay any fees hereunder until such force majeure is over and services hereunder are fully resumed.
20. This Agreement and the documents referred to in them will be governed and construed in accordance with the laws of the State of New York without regards to any conflicts of law provisions. This Agreement and the documents referred to in it contain the whole agreement between the parties and supersede any previous agreement between them relating to the subject matter of this Agreement, whether written or oral. The parties acknowledge that neither of them has relied upon any presentation, written or oral, of any person but only as expressly set out in this Agreement.
21. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one Agreement. The exchange of a fully executed Agreement (in counterparts or otherwise) by facsimile or by email PDF or similar format shall bind the parties to the terms and conditions of this Agreement with the same force and



effect as if such facsimile, PDF, or other similar format were an original signed copy of this Agreement.

22. Any valid alteration to or variation of this Agreement must be in writing and signed on behalf of each of the parties by a duly authorized representative.
23. All notices must be in writing. Any notice to be served on the other party shall be sent by recorded delivery, registered post or fax. Notices sent by registered post or recorded delivery shall be deemed to be served within 72 hours of posting, and by fax within 24 hours if sent to the correct fax address of the addressee.
24. Both parties will designate a decision maker who will be tasked with the responsibility of responding to any issues that may arise and to whom all notices will be sent.
25. Each party has had the opportunity for counsel to review this Agreement and no presumption shall be made against the drafter of this Agreement.
26. IN NO CASE SHALL EITHER PARTY'S MAXIMUM LIABILITY ARISING OUT OF THIS AGREEMENT, WHETHER BASED UPON WARRANTY, CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHERWISE, EXCEED IN THE AGGREGATE THE FEES PAID UNDER THE STATEMENT OF WORK GIVING RISE TO THE CLAIM. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR: (i) INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, LOSS OF REVENUES, LOSS OF OPPORTUNITIES, LOSS OF DATA, OR LOSS OF USE DAMAGES, ARISING OUT OF THIS AGREEMENT, DELIVERABLES, ANY STATEMENT OF WORK OR CHANGE ORDER, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR (ii) DAMAGES RELATING TO ANY CLAIM THAT AROSE MORE THAN ONE (1) YEAR PRIOR TO THE INSTITUTION OF SUIT THEREON.
27. YOU AGREE THAT REGARDLESS OF ANY STATUTE OF LAW TO THE CONTRARY, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY OF OUR SERVICES MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE OR SUCH CLAIM SHALL BE FOREVER BARRED. WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.
28. Client agrees to allow the use of Client's name for Qorvis' general marketing purposes, such as in a client list in a new client press release or in such a list on the Qorvis website.

If you have any questions about this Agreement, please call our office. We are very enthusiastic about this new assignment and confident of our ability to do the job. We look forward to working with you.

The signing parties hereto acknowledge that they have received and reviewed this document's terms and conditions. This Agreement shall become effective upon the signatures of both parties.



By: **MSLGROUP Americas, Inc., d/b/a Qorvis Communications**



Michael Petruzzello
President

Date

12.14.18

By: **MSLGROUP Americas, Inc., d/b/a Qorvis Communications**



Jonathan P Nicholas
Vice President, Finance

Date

12-18-18

By: **The World Council of Religious Leaders**



Mr. Bawa Jain
Secretary General

Date

12-20-18



EXHIBIT A—Statement of Work

Qorvis will support the World Council of Religious Leaders in developing The Center on Responsible Leadership's (CRL) first annual *Responsible & Sustainable Development Summit* in spring of 2019. This support will include the following:

Narrative and Content Development

Qorvis will develop messaging for the event. Materials will include mission, objectives, talking points, Q&A, event invitation, and other materials as needed.

Event Strategy & Planning

Qorvis will provide event planning support to secure event locations, identify and negotiate vendor contracts, and develop a full event strategy & agenda. Qorvis will also assist with identifying and inviting appropriate stakeholders, as well as work to secure 100-200 high level event attendees.

Digital Engagement

A website for the Leadership Summit will allow visitors to find all the pertinent information and content that is relevant and current, with all pages having a consistent identity that is well recognized. Qorvis will provide online registration options for the client to consider as well. Qorvis will assist in developing appropriate social media messages and paid media plans as needed to promote the event and its organizers and/or featured speakers.

PR Support

Qorvis will seek opportunities for pre-event media attention around the event, its organizers, and/or its featured participants.