

OMB NO. 1124-0006; Expires February 28, 2014

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 <http://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: <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.

1. Name and Address of Registrant Podesta Group, Inc. 1001 G Street, NW, Suite 1000 West Washington, DC 20001	2. Registration No.  5926
3. Name of Foreign Principal Republic of Iraq	4. Principal Address of Foreign Principal 3421 Massachusetts Avenue, NW Washington, DC 20007

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 \_\_\_\_\_

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

a) Branch or agency represented by the registrant  
 Embassy of the Republic of Iraq

b) Name and title of official with whom registrant deals  
 H.E. Jabir Habeeb, Ambassador of Iraq

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

a) Principal address (not applicable)

b) Name and title of official with whom registrant deals (not applicable)

c) Principal aim (not applicable)

Formerly CRM-157

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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.  
(not applicable)

b) Is this foreign principal:


Supervised by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Owned by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Directed by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Controlled by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Financed by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Subsidized in part by a foreign government, foreign political party, or other foreign principal	Yes <input 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.)  
(not applicable)

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.  
(not applicable)

#### 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
2-13-13	Kimberley Fritts, CEO	

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**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 <http://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: <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 .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, 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.

1. Name of Registrant  Podesta Group, Inc.	2. Registration No.  5926
3. Name of Foreign Principal  Republic of Iraq	

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.  
  
 Research and analyze issues of concern to the principal; counsel the principal on U.S. policies of concern, activities in Congress and the executive branch and developments on the U.S. political scene generally; and maintain contact, as necessary, with members of Congress and their staff, executive branch officials, members of the press, and non-governmental organizations.

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

Registrant will provide strategic counsel to the principal on strengthening the principal's ties to the United States government and institutions. Registrant will also assist in communicating priority issues in the United States-Iraq bilateral relationship to relevant U.S. audiences, including the U.S. Congress, executive branch, media, and policy community.


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 activities listed in Item 8 will be undertaken in order to communicate information to the principal, as well as to communicate information about the principal to interested persons in the public sector. At the request of the principal, meetings with members of Congress and their staff and executive branch officials may be arranged.

**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
2-13-13	Kimberley Fritts, CEO	

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.

### **Contract**

THIS ENGAGEMENT CONTRACT is effective this December 31, 2012, by and between the Republic of Iraq, ("Iraq"), and the Podesta Group, ("the Provider") having its principal office located at 1001 G Street, NW, Suite 1000 West, Washington, DC 20001 (collectively "the Parties").

THE PARTIES hereby agree as follows:

#### **Objectives**

The objectives of this contract are to promote better understanding within the United States of the priorities and concerns of the Government of Iraq and to further the purposes of the Strategic Framework Contract between the United States and Iraq, facilitate dialogue between Iraq and the U.S. Congress and executive branch, and make available to the Government of Iraq the services identified below.

#### **Services**

The Provider shall work to achieve the objectives by drawing on a combination of policy and communications expertise. Drawing on this expertise, the Provider will perform services that aim to promote the interests of Iraqi government, support Iraq's relations with US legislative and executive bodies, and develop a strategic communication and Public Relations plan, as well as the services that will be agreed upon by the two Parties in writing.

The Provider shall provide Iraq with monthly written reports summarizing its efforts, including services provided and progress toward objectives.

#### **Term**

The Provider shall perform the Services during the period commencing on December 31, 2012 and continuing through December 31, 2013, or any other period as may be subsequently agreed by the parties in writing.

#### **Payment**

Iraq shall pay the Provider an amount of nine hundred sixty thousand US dollars (US \$960,000) for services rendered, plus expenses. Quarterly installments of two hundred forty thousand US dollars (US \$240,000) shall be paid by check in advance of each three-month period, including the beginning of the term of this Agreement. Should the Provider be required to travel, Iraq will reimburse Provider at cost for travel expenses, including but not limited to airline tickets, airport transfers, accommodations, and meals. Public relations expenses such as subscription services, events, digital and media monitoring, or advertising will also be passed through at cost.

Expenses for each three-month period shall be invoiced and paid by check with the fees due for the following period. Total expenses billed during the period of this contract shall not exceed forty thousand US dollars (\$40,000).

#### **Iraq's representative**

Iraq designates Ambassador Jabir Habeb Jabir as its representative. The representative shall be responsible for the coordination of activities under this Contract.

**Performance Standard**

The Provider undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. Provider shall comply with the Foreign Agents Registration Act, and any other applicable United States laws.

**Conflict of Interest**

The Provider agrees to perform the Services under this Contract without conflict of interest or the appearance of conflict of interest. Should any potential conflict of interest arise, the Provider agrees to notify Iraq immediately in order to present Iraq an opportunity to object. Should the Provider choose to pursue such agreements despite Iraqi reservations, Iraq will have the right to terminate this Contract.

**Subcontracting**

The Provider agrees that it alone shall perform the Services under this Agreement. The Provider shall not retain subcontractors or other third parties to assist with said performance without Iraq's prior written permission.

**Confidentiality**

The Providers shall not, during the term of this Contract and after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract, or Iraq without the prior written consent of Iraq.

**Governing Law and Language**

The Contract shall be governed by the laws of the District of Columbia and the United States of America, and the languages of the Contract shall be English and Arabic. In case of dispute between the two parties, only the English version of the contract will be considered.


**Termination**

Both Parties may terminate the Contract with at least thirty (30) days prior written notice to each other. Payment for services shall be made through the date of the termination.

**Amendment**

This Contract may not be modified or amended except by an instrument in writing by the parties hereto.

  
\_\_\_\_\_  
For the Republic of Iraq

  
\_\_\_\_\_  
for the Podesta Group

Name (print): Ambassador Jabir Habeeb

Name (print): Tony Podesta

Date: 15 Feb 2013

Date: 15 Feb 2013