

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 McFarlane Associates, Inc. 2300 Clarendon Blvd., Suite 306 Arlington, VA 22201	2. Registration No.  5960
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3. Name of foreign principal  Government of the State of Qatar	4. Principal address of foreign principal  Doha, State of Qatar
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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
  - Corporation
  - Association
  - Committee
  - Voluntary group
  - 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  
Ministry of Foreign Affairs
- b) Name and title of official with whom registrant deals  
Ambassador Abdulla Al-Sulaiti

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

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

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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

Date of Exhibit A	Name and Title	Signature
Nov 9, 2009	Robert McFarlane Chairman, McFarlane Associates Inc.	

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, 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  McFarlane Associates, Inc.	2. Registration No.  5960
3. Name of Foreign Principal  Government of the State of Qatar	

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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.
- Not applicable

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

Provide consulting services to assist the Government of Qatar in its effort to promote a successful Darfur peace process.

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

Registrant has met periodically with tribal leaders from throughout Darfur to nurture unity among them and to assist them in the development of political, economic and security goals to be sought in the Darfur peace process.

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.

Not Applicable

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Date of Exhibit B <i>Nov 9, 2009</i>	Name and Title Robert McFarlane Chairman, McFarlane Associates Inc.	Signature 
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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.

AGREEMENT

BY AND BETWEEN

MCFARLANE ASSOCIATES INC.

AND

THE GOVERNMENT OF THE STATE OF QATAR

**WITNESSETH**

**WHEREAS** the GOVERNMENT OF QATAR, operating from its capital, Doha, (hereinafter "GOQ" or a "Party"), seeks advisory services in its initiative to sponsor and organize a peace process to resolve the conflict in Darfur and secure peace throughout Sudan.

**WHEREAS** MCFARLANE ASSOCIATES INC., is a corporation organized under the laws of the District of Columbia, with its principal place of business at 2300 Clarendon Boulevard (Suite 306), Arlington, Virginia, in the United States of America (hereinafter "MAI" or a "Party"), declares that it is qualified to provide professional consulting services regarding measures that will contribute to achievement of a peace agreement between the people of the Darfur region and the Government of Sudan and will enhance the security and political and economic well-being of the people of Sudan;

**NOW THEREFORE**, in consideration of the promises and the mutual covenants, conditions, stipulations and agreements hereinafter contained, the parties hereto, intending to be legally bound, do mutually covenant and agree as follows:

**1. Services to be Provided by MAI**

**A.** To assist GOQ in its effort to broker a peaceful settlement between the Government of Sudan in Khartoum and the people of Darfur to include securing the assistance of respected U.S. third-parties towards this objective;

**B.** To assist GOQ in facilitating additional agreements between the Government of Sudan in Khartoum and all marginalized ethnic groups in Sudan and to secure the assistance of respected U.S. third-parties towards this objective.

**2. Standard of Services – MAI will provide the Services on a best efforts basis:**

**A.** in a proper, thorough, skillful and professional manner with due expedition;

**B.** in such place or places as GOQ may from time to time direct

**3. Responsibilities of GOQ**

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A. GOQ will keep MAI fully informed of its goals, purposes, and priorities and of any restrictions that apply to MAI's activities on behalf of GOQ;

B. GOQ Principals will make themselves available for such meetings with government officials and commercial representatives as may be considered essential and will prepare such correspondence as may be considered useful by MAI to advance GOQ interests and will advise MAI of any changes that it may make in its plans and policies which may affect the tasking of MAI.

#### **4. Compensation**

A. Compensation will be in accordance with the enclosed budget which provides for staff of MAI and for consultants engaged in advisory roles. There is also a budgetary allocation for expenses to support activities of consultants and advisors who play an advisory role.

#### **5. TERM**

The term of this Agreement shall be from 1 May, 2009 through 30 April, 2010 or until earlier termination of this Agreement. This Agreement can be renewed by mutual consent for six month periods thereafter until terminated by one of the parties.

#### **6. WARRANTIES**

MAI warrants that:

- (a) all information supplied by MAI is and will be complete, truthful and accurate, to the best of MAI's knowledge;
- (b) in providing Services to GOQ, MAI is fully qualified to assist GOQ under the laws, regulations, and administrative requirements of the United States;
- (c) in performing this Agreement, MAI will:
  - (i) comply with all applicable laws, regulations and administrative requirements and will not make or permit to be made or knowingly allow a third party to make any improper payments, or to perform an unlawful act; and
  - (ii) furnish such further certificates as may be required by GOQ from time to time to evidence compliance with such laws;
- (d) MAI is familiar with, and will comply in all respects with United States laws, regulations, and administrative requirements applicable to GOQ;
- (e) at all times MAI will act in the best interests of GOQ and will take no actions which are or may be detrimental to GOQ;

## **7. RESTRAINT**

MAI agrees that during the term of this Agreement it shall not enter into any competing arrangement for or otherwise engage, directly or indirectly, in consulting or other services which could adversely affect GOQ's interests.

## **8. TERMINATION**

This Agreement may be terminated by either party for cause at any time by notice in writing on the following grounds:

- (a) insolvency or bankruptcy;
- (b) material breach of this Agreement.

In the event of termination of this Agreement, the parties hereto shall have no further duties, obligations or liabilities to each other, except as otherwise expressly stated in this Agreement.

## **9. INDEPENDENT CONTRACTOR**

MAI is, and shall be considered for all purposes to be, an independent contractor in relation to GOQ under this Agreement. This Agreement does not make either party the agent or legal representative of the other for any purpose, or grant any right or authority to assume or create, directly or indirectly, any obligation or responsibility expressed or implied, on behalf or in the name of the other, or to bind the other in any manner.

## **10. AMENDMENT**

This Agreement may only be amended or supplemented in writing, signed by the parties.

## **11. ENTIRE AGREEMENT**

This Agreement is the entire agreement of the parties on the subject matter. The only enforceable obligations and liabilities of the parties in relation to the subject matter are those that arise out of the provisions contained in this Agreement. All representations, communications and prior agreements in relation to the subject matter are merged in and superseded by this Agreement.

## **12. DISPUTES**

### **12.1 Mediation**

If there is any dispute or difference arising out of or in connection with this Agreement or the breach, termination or invalidity thereof, then such dispute shall be submitted for mediation through the application, by either party, to the Center for Dispute Resolution in New York ("CDR") seeking the appointment of a mediator (the "Mediator") with a view

to such mediation being conducted in accordance with the relevant CDR model mediation procedure.

### 12.2 Mediation Meeting

The parties shall, within fourteen (14) days of the appointment of the Mediator, meet with the Mediator in order to agree a program for the exchange of any relevant information and the procedure to be adopted for the mediation. All dealings connected with the mediation shall be conducted in confidence and without prejudice to the rights of the parties in any future arbitral or other proceedings. If considered appropriate, the parties may at any stage jointly or independently seek assistance from CDR to provide guidance on the procedure for mediation.

### 12.3 Mediation Agreement

If through the process of mediation, the parties achieve a written agreement signed by all parties to this Agreement, such agreement shall be binding on the parties and shall be implemented in full within ten (10) days of signature.

### 12.4 Arbitration

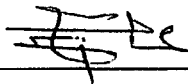
Unless resolved pursuant to clauses 12.1 to 12.3 within forty five (45) days of submission of such dispute to the Mediator, all disputes or differences arising out of or in connection with this Agreement or the breach, termination or invalidity thereof shall be finally settled by arbitration in accordance with the American Arbitration Association in New York, New York. The arbitrators shall be appointed in accordance with the American Arbitration Association.

## 13. CHOICE OF LAW

### 13.1 Governing Law

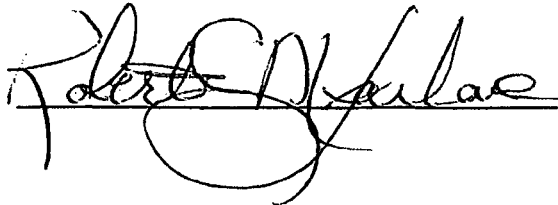
The Agreement shall be governed by, subject to, and interpreted according to the laws of the State of Qatar.

For GOQ



14 May 2009

For MAI



14 May, 2009

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**Projected Budget 2009**

	February	March	April	May
<b>McFarlane Associates Inc. Monthly Retainer</b>	\$63,500.00	\$63,500.00	\$63,500.00	\$63,500.00

**Senior Advisors**

Advisor 1	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00
Advisor 2	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00
Advisor 3	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00
Advisor 4	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00

**Travel**

Airfare	\$48,000.00	\$1,800.00	\$53,400.00	\$1,800.00
Lodging	\$15,750.00	\$3,375.00	\$15,750.00	\$3,375.00
Transportation (Rental Car and Taxi)	\$1,200.00	\$200.00	\$1,200.00	\$200.00
Meals	\$6,300.00	\$900.00	\$6,300.00	\$900.00
Visas	\$450.00	\$0.00	\$450.00	\$0.00

**Contract Services**

Legal Fees	\$2,750.00	\$2,750.00	\$2,750.00	\$2,750.00
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**Projected Budget on a Monthly Basis**

	\$237,950.00	\$172,525.00	\$243,350.00	\$172,525.00
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**Projected Average Monthly Budget**

**\$206,137.50**

**Projected Annual Budget**

**\$2,473,650.00**

**Assumptions**

*Travel Expenses*

1. There are six trips per year to the Middle East. All six trips include a stop in Doha, while two of the six trips include stops in other Middle East destinations
2. There will be six people on each trip to the Middle East
3. Each trip is estimated to last seven days

4. Airfare during the months of February, June, August, and December is to Doha only; Airfare during the months of April and October includes Doha and other Middle East destinations
5. The meal per diem in the Middle East is \$150 per day
6. There is local travel (within US) budgeted for the months of March, May, July, September, November, and January
7. For local travel, it is assumed that there will be one trip per month; three people will make a trip for approximately three days each time
8. The meal per diem in the United States is \$100 per day
9. Average hotel room cost worldwide is estimated at \$375 per night
10. Airfare estimates are based on business class travel

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	June	July	August	September	October	November	December	January
	\$63,500.00	\$63,500.00	\$63,500.00	\$63,500.00	\$63,500.00	\$63,500.00	\$63,500.00	\$63,500.00

\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00
\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00
\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00
\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00

\$48,000.00	\$1,800.00	\$48,000.00	\$1,800.00	\$53,400.00	\$1,800.00	\$48,000.00	\$1,800.00	\$1,800.00
\$15,750.00	\$3,375.00	\$15,750.00	\$3,375.00	\$15,750.00	\$3,375.00	\$15,750.00	\$3,375.00	\$3,375.00
\$1,200.00	\$200.00	\$1,200.00	\$200.00	\$1,200.00	\$200.00	\$1,200.00	\$200.00	\$200.00
\$6,300.00	\$900.00	\$6,300.00	\$900.00	\$6,300.00	\$900.00	\$6,300.00	\$900.00	\$900.00
\$450.00	\$0.00	\$450.00	\$0.00	\$450.00	\$0.00	\$450.00	\$0.00	\$0.00

\$2,750.00	\$2,750.00	\$2,750.00	\$2,750.00	\$2,750.00	\$2,750.00	\$2,750.00	\$2,750.00	\$2,750.00
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\$237,950.00	\$172,525.00	\$237,950.00	\$172,525.00	\$243,350.00	\$172,525.00	\$237,950.00	\$172,525.00	\$2,473,650.00
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