

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 Sanitas International 1101 Pennsylvania Ave, 6th Floor Washington DC 2004	2. Registration No. 5963
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3. Name of Foreign Principal Iraqiya List	4. Principal Address of Foreign Principal Baghdad, Iraq
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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 _____

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
Baghdad Iraq
- b) Name and title of official with whom registrant deals Mark Alsalih, Senior Advisor Iraqiya List
- c) Principal aim Provide senior counsel, strategic communications and public affairs to the Iraqiya List political party and their senior political leadership.

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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.

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.)*

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.

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
24 April 2012	Christopher M. Harvin, Partner	

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 <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 Sanitas International	2. Registration No. 5963
3. Name of Foreign Principal Iraqiya List	

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.
- Attached contract formalizes the scope of work and the retainer fees associated with the performed services.

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

1) Provide senior level strategic communications, digital media and stakeholder engagement to Iraqiya list and its leadership to promote their interests to U.S. and international media outlets.

2) Develop and execute a strategic outreach and stakeholder engagement plan for Iraqiya List and its leadership to highlight accomplishments, commitment and vision relating to the security, stability and freedom of the Iraqi people, and to improve its reputation among key target audiences.

3) Build communications support and overall capacity of Iraqiya List office in the U.S.

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.

Strategic Communications and Public Affairs outreach to media, thought leaders and government officials.

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
24 April 2012	Christopher Harvin, Partner	

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.

20 April 2012

**Al-Iraqiya List
Baghdad, Iraq**

RE: Strategic Communications, Digital Media and Stakeholder Engagement for al-Iraqiya List

Per our recent conversations, Sanitas International is honored to support the al-Iraqiya List during this critical period in Iraqi politics.

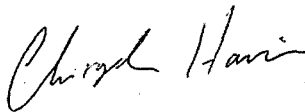
Sanitas International will provide senior level counsel to the political party and its leadership for strategic communications, digital media and stakeholder engagement in the United States. Our team will immediately focus efforts to communicate al-Iraqiya policies and to assist the party's leadership in improving the lives of the Iraqi people and promoting democracy and stability in Iraq. Part of this effort will be to assist al-Iraqiya in a robust US-based communications program in the previous ways we have discussed and to look at other areas of opportunity.

For your convenience we have provided a signed contract, attached at the end of this document, and an invoice. Sanitas International will immediately begin work with the return of the signed contract and receipt of the retainer payment.

Sanitas International is looking forward to a long and productive relationship with al-Iraqiya and its leadership and we look forward to working with both you and your team around the globe.

Please feel free to contact me anytime with any questions or to discuss next steps.

Sincerely,



Christopher Harvin
Sanitas International, Partner

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Standard Contract

Al-Iraqiya has agreed to retain **Sanitas International, LLC (Sanitas)**.

Pursuant to our earlier discussions, please accept this letter of agreement to work on your behalf to:

- (1) Provide senior level strategic communications, digital media and stakeholder engagement **al-Iraqiya** and its leadership to promote their interests to U.S. and international media outlets.
- (2) Develop and execute a strategic outreach and stakeholder engagement plan for **al-Iraqiya** and its leadership to highlight accomplishments, commitment and vision relating to the security, stability and freedom of the Iraqi people, and to improve its reputation among key target audiences.
- (3) Build communications support and overall capacity of **al-Iraqiya** office in the U.S.

Fees: This engagement between **Sanitas** and **al-Iraqiya** will begin with an initial retainer fee of \$54,000 (Fifty-Four Thousand) USD for a 3-month period to cover senior level advisory, media relations and outreach services mentioned in the previous scope of work starting April 23, 2012, and ending July 23, 2012. Future terms and periods will be negotiated after the initial 3-month period. Expenses will be billed monthly to the client and work will begin when the initial retainer fee is paid in full.

Costs will be billed separately and are described below:

- **General Expenses:** We do not bill our clients for regular in-house copying, postage, faxing, handling or other regular fees. Client will provide international phones and reimburse for international long distance and internet charges when international travel is necessary.
- **Compliance Fees:** In the process of providing services it is understood Sanitas may be required to make various foreign agent or lobbyist disclosures filings, as appropriate and required by law. Sanitas will prepare such filings in a diligent and timely manner. Fees regarding foreign agent or lobbying disclosure will be billed at cost to the client.
- **Travel, Lodging and Meals:** Travel, lodging and meals expenses will be billed at cost or covered by the client. Business class fares will be applied for flights longer than three hours. Meals will be expected to be reasonable. Alcohol and entertainment will not be covered by the client. All travel must be prior approved by the client in written form.
- **Significant Outside Vendors:** Significant outside vendor expenses such as private newswires (e.g., PRNewswire, NAPS, etc.), media list servers, video recording and production, photography and printing, web optimization, large copying or significant postage, etc. are charged at cost plus the industry standard 17 % (seventeen percent) markup to cover management and administration. Should any of these expenses be required, we will consult with you first for approval in written form.

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Scope of Services: You are free at any time to expand the scope of work or length of the contract by letting us know what changes you require in writing. In such cases, the fee shall be revised to reflect the new scope of work or extension of the contract.

Confidentiality: We agree to keep confidential any and all information concerning your business and operation which becomes known to us and which you advise us is to be considered confidential in nature. You agree to keep confidential our recommendations and confidential information regarding various communications projects in which we are now or may be involved.

Contracting: You agree not to hire any **Sanitas** employees or their agents independently for the period of this agreement and two years after its completion.

Indemnification: Since we will be acting at your direction, you agree to indemnify and hold us and our agents harmless with respect to any claims or actions for discovery. You also agree to indemnify and hold us and our agents and assigns harmless with respect to any claims or actions for libel, slander, defamation, copyright infringement, idea misappropriation or invasion of rights of privacy arising out of our consultation and/or any materials or information supplied by you to us where we have acted in good faith and in accordance with your instructions; it being understood and agreed that this indemnity shall not extend to any claims or actions for libel, slander, defamation, copyright infringement, idea misappropriation or invasion of rights of privacy where we have acted contrary to your instructions or otherwise have acted with gross negligence.

Complete Agreement: This Agreement is the complete agreement of the parties and supersedes any previous agreements, whether written or oral, between the parties. No agreement or understanding, oral or written, in any way modifies the terms and conditions set forth herein, unless noted as an addendum to this contract, dated after this contract, and signed by a partner of Sanitas.

Jurisdiction and Governing Law: Any action for break of this Agreement, for enforcement of this Agreement, or for any cause of action purported to arise out of this Agreement must be commenced in the American Arbitration Association (AAA) in the State of Virginia. Each party agrees that the State of Virginia is the proper forum for the commencement of any legal action by any party to the Agreement.

This agreement may be terminated by either party with 14 days written notice.

Please sign this letter and return it to the address given below. Please also scan and email an additional copy. Work will start upon our receipt of this letter. Payments may be sent by wire transfer as noted on the next page:

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Please Wire Funds to:

Bank: PNC
Bank Address: 1413 P Street, Washington D.C., 20005
Beneficiary: Sanitas International
Account #: [REDACTED]
Routing #: [REDACTED]
Swift Code: [REDACTED]

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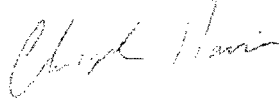
Clients, if needed, can be provided an invoice, with payment due immediately. In addition, we will provide the client with a weekly report of the firm's activities on your behalf.

Sanitas is looking forward to a long and productive relationship with you and we are eager to start working on your behalf.

Very truly yours,

On behalf of the Sanitas Team

I have read the above letter and agree and accept the terms and the conditions set forth therein.



Signature: _____

Date: 20 April 2012

Christopher Harvin
Partner, Sanitas International



Signature: _____

Date: 20 April 2012

Mark Alsalih
Representative, al-Iraqiya List