

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<br>THE NEWINCO, INC.<br>1901 PENNSYLVANIA AVENUE, NW SUITE 902<br>WASHINGTON, DC 20006 | 2. Registration No.<br><br>6104 |
|--|---------------------------------|

|  |  |
|--|--|
| 3. Name of Foreign Principal<br>INTERNATIONAL COUNSEL BUREAU, KUWAITI COUNSEL<br>FOR THE FAMILIES OF KUWAITI CITIZENS AT<br>GUANTANAMO BAY | 4. Principal Address of Foreign Principal<br>DASMAN COMPLEX<br>BLOCK NO. 3 - 8TH FLOOR<br>AL-SHARQ P.O. BOX 20941<br>SAFAT 13070, KUWAIT |
|--|--|

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 checked="" type="checkbox"/> Association | <input type="checkbox"/> Other ( <i>specify</i> ) _____ |
- Individual-State nationality \_\_\_\_\_

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

a) Branch or agency represented by the registrant

N/A

b) Name and title of official with whom registrant deals

N/A

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 N/A

c) Principal aim N/A

Formerly CRM-157

FORM NSD-3  
Revised 03/11

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 INTERNATIONAL COUNSEL BUREAU SERVES AS KUWAITI COUNSEL FOR THE FAMILIES OF KUWAITI CITIZENS AT GUANTANAMO BAY IN EFFORTS TO OBTAIN DUE PROCESS FOR THE KUWAITI DETAINEES IN U.S. CUSTODY AT GUANTANAMO BAY.

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.)*

THE INTERNATIONAL COUNSEL BUREAU SERVES AS KUWAITI COUNSEL FOR THE FAMILIES OF KUWAITI CITIZENS AT GUANTANAMO BAY IN EFFORTS TO OBTAIN DUE PROCESS FOR THE KUWAITI DETAINEES IN U.S. CUSTODY AT GUANTANAMO BAY. WE UNDERSTAND THAT THE GOVERNMENT OF KUWAIT MAKES FINANCIAL CONTRIBUTIONS FOR THE LEGAL FEES AND EXPENSES OF THE INTERNATIONAL COUNSEL BUREAU FOR REPRESENTATION OF THE FAMILIES OF KUWAITI CITIZENS AT GUANTANAMO BAY IN EFFORTS TO OBTAIN DUE PROCESS FOR THE KUWAITI DETAINEES IN U.S. CUSTODY AT GUANTANAMO BAY.

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.

WE UNDERSTAND THAT THE INTERNATIONAL COUNSEL BUREAU IS OWNED AND CONTROLLED BY ABDUL RAHMAN R. AL HAROUN.

**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            |
|-------------------|------------------------------|----------------------|
| May 17, 2012      | MARCIA B. NEWELL / PRESIDENT | /s/ Marcia B. Newell |

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 <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<br><br>THE NEWINCO, INC. | 2. Registration No.<br><br>6104 |
|--|---------------------------------|

3. Name of Foreign Principal  
  
INTERNATIONAL COUNSEL BUREAU, KUWAITI COUNSEL FOR THE FAMILIES OF KUWAITI CITIZENS AT GUANTANAMO BAY

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.

AS DESCRIBED MORE FULLY IN THE ATTACHED LETTER OF UNDERSTANDING DATED JULY 28, 2007 AND THE ADDENDUM TO SAME DATED FEBRUARY 24, 2012, REGISTRANT WILL PROGRAM MANAGE THE SERVICES OF LAW FIRMS, FORENSIC ACCOUNTING, INVESTIGATORY CONSULTING, MEDIA, PUBLIC RELATIONS AND LOBBYING FIRMS.

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

AS DESCRIBED MORE FULLY IN THE ATTACHED LETTER OF UNDERSTANDING DATED JULY 28, 2007 AND THE ADDENDUM TO SAME DATED FEBRUARY 24, 2012, REGISTRANT WILL PROGRAM MANAGE THE SERVICES OF LAW FIRMS, FORENSIC ACCOUNTING, INVESTIGATORY CONSULTING, MEDIA, PUBLIC RELATIONS AND LOBBYING FIRMS.

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 REGISTRANT MAY ENGAGE IN POLITICAL ACTIVITIES ON BEHALF OF THE FOREIGN PRINCIPAL. THE REGISTRANT'S ACTIVITIES MAY ON OCCASION INCLUDE COMMUNICATIONS ON BEHALF OF THE FOREIGN PRINCIPAL WITH EXECUTIVE BRANCH OFFICIALS AND OFFICIALS OF GOVERNMENT AGENCIES RELATING TO EFFORTS TO OBTAIN DUE PROCESS FOR THE KUWAITI DETAINEES IN U.S. CUSTODY AT GUANTANAMO BAY.

**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   |
|-------------------|------------------------------|---|
| May 17, 2012      | MARCIA B. NEWELL / PRESIDENT | /s/ Marcia B. Newell <span style="float: right;">eSigned</span> |

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.

Confidential  
Attorney-Client Privileged

THE NEWINCO

24 February 2012

Mr. Abdul Rahman Al Haroun  
International Counsel Bureau  
Dasman Commercial Complex  
Block No. 3—8<sup>th</sup> Floor, Al-Sharq  
PO Box 20941, SAFAT 13070 Kuwait

Re: Addendum to 28 July 2007 Letter of Understanding ("LoU")

Dear Abdul Rahman:

This letter augments the basis of our understanding regarding my company ("NewinCo") serving International Counsel Bureau and its clients (collectively for convenience of this addendum to LoU, "ICB") as you may request from time to time, and as specified in the LoU between NewinCo and ICB dated 28 July 2007.

ICB jointly represents the Detainees and the Family Committee of Kuwaiti Citizens Detained at Guantanamo Bay, Cuba ("the Family Committee") and is assisted in that endeavor by NewinCo, which serves as the Engagement Program Manager ("EPM"). Because ICB deems the service and participation of NewinCo as being necessary for ICB to provide effective advice and representation to its clients, the parties confirm that it is their intention that communications between and amongst NewinCo, ICB, counsel, other managed advisors and the Family Committee shall constitute attorney-client privileged communications and work product to the maximum extent appropriate under the given circumstances, and NewinCo agrees to make and use all reasonable endeavors to preserve the same.

The scope of the LoU provides for, among other activities and service provider types, the program management of communications consultants to a stated project objective. With respect to LoU paragraphs 3.1.2, Fixed Fee Basis and 3.1.3, Expense Reimbursement, this addendum confirms that NewinCo's program management of communications consultants on behalf of ICB and the Family Committee is at the fixed rate of US \$20,000 per month plus reasonably related expenses starting as of 01 January 2012.

If this LoU confirms your understanding, please return a signed copy by email to [mbnewell@newinco.com](mailto:mbnewell@newinco.com) and I shall cause a copy executed by NewinCo to be delivered to your office. Thank you for permitting our continued service on this important issue and we will do our very best for you and your clients.


Very truly yours,

THE NEWINCO, INC.

By:   
Name: Marcia B. Newell  
Title: President

AGREED AND ACCEPTED AS OF THE DATE FIRST WRITTEN ABOVE:

INTERNATIONAL COUNSEL BUREAU

By:   
Name: Abdul Rahman R. Al-Haroun  
Title: Managing Partner

1901 Pennsylvania Avenue, NW • Suite 902 • Washington DC 20006

# The NewinCo

1900 M Street, NW, Suite 700 • Washington, DC 20036

July 28, 2007

Mr. Abdul Rahman Al Haroun  
International Counsel Bureau  
Dasman Commercial Complex  
Block No. 3—8<sup>th</sup> Floor, Al-Sharq  
PO Box 20941, SAFAT 13070 Kuwait

RE: Letter of Understanding ("LoU")

Dear Abdul Rahman:

This letter confirms the basis of our understanding regarding my company ("NewinCo") serving International Counsel Bureau and its clients (collectively for convenience of this LoU, "ICB") as you may request from time to time, unless we agree otherwise.

**1. CONFIDENTIALITY AND NONDISCLOSURE**

- 1.1 All information that NewinCo may obtain from or on behalf of ICB, whether directly or indirectly, in the course of its engagement shall be treated by NewinCo and its affiliates as confidential information and shall not be disclosed otherwise than: (a) as expressly permitted and required for NewinCo to carry out its duties and obligations contemplated by this proposed LoU; (b) as agreed in writing by ICB; (c) as may be in the "public domain" through no fault of NewinCo or affiliates, or (d) as may be required by lawful legal process, and then only to the extent necessary to comply with same.
- 1.2 For the avoidance of doubt, NewinCo expressly confirms that it will not refer to ICB (for avoidance of doubt, including its clients) or any engagement contemplated by this LoU for any purpose other than as expressly permitted by terms of our scope of engagement; and in particular NewinCo covenants it shall not do so in connection with any advertising, marketing or promotion without the express written permission of ICB.

**2. SCOPE OF ACTIVITIES/METHODOLOGY**

- 2.1 In general, NewinCo is experienced and available to assist ICB in support of transactional projects requiring:
- 2.1.1 Defining specific engagement project objective(s) and designing strategies and tactics to achieve the same.
- 2.1.2 Identifying candidate firms ready, willing and able to achieve its part of project objective(s).
- 2.1.3 Assisting ICB prepare relevant Scopes of Engagement and Requests for Proposal for the various categories of service providers.
- 2.1.4 Providing ICB a long list of candidate firms and assisting ICB evaluate, pre-qualify and agree on a short list of candidate firms.

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- 2.1.5 Reviewing and evaluating proposals, including proposed Letters of Engagement, on a quantitative and qualitative evaluation/scoring processes as appropriate, and making recommendation to ICB of the firm that NewinCo recommends be selected and engaged.
- 2.1.6 Assisting ICB engage the successful candidate firm, to include negotiation of Letter of Engagements.
- 2.1.7 After award by ICB of the project, assisting ICB program manage the service providers by interfacing, monitoring and managing, as the case may be, engagements in real time (given numerous time zone separation and differing work weeks), including achievement of milestones on time, within budget, and within scope project specifications.
- 2.1.8 Reviewing and evaluating service providers' invoices in view of the Scopes of Engagement and performance achievements, and making recommendations to ICB for payment approval.
- 2.1.8 Being available to assist ICB on an ongoing basis with respect to other "inside the beltway" subject matter where NewinCo has relevant views and expertise.
- 2.2 Types of service providers that NewinCo is experienced with and knowledgeable of include all types of services by law firms, forensic accounting, investigatory consulting, media, public relations and lobbying firms, and other related types of supporting consulting and other similar transactional related service providers.
- 2.3 The typical methodology that NewinCo recommends be followed is:
  - Step 1: ICB conveys to NewinCo (a) its needs, (b) identification of the client, (c) identification of client's objective(s) and time frame, and (d) a basic scope of engagement that ICB requests of NewinCo.
  - Step 2: NewinCo will confirm whether it is free of conflicts of interest, including the appearance of conflict.
  - Step 3: If NewinCo is free of conflicts and able to proceed within the time frame required, then NewinCo shall confirm its interest, ability to serve, a financial proposal and a time line for performance of the engagement. Alternatively, if NewinCo is not able to proceed, NewinCo shall confirm the same to ICB and use its best efforts to recommend to ICB an appropriate service provider.
  - Step 4: If NewinCo's terms of proposal are acceptable to ICB, then ICB shall send to NewinCo a Notice to Proceed.

### 3. COMPENSATION

- 3.1 Fees/Basic Terms. NewinCo is flexible and willing to serve under either an hourly rate or fixed fee basis.

- 3.1.1 *Hourly Fee Basis.* Where preferred by ICB or where working under a fixed fee basis is not practical, NewinCo will proceed on an hourly incurred basis, with our rates being adjusted at the end of the fiscal year. The following are our rates (excluding all sales, VAT and similar taxes but including NewinCo's US and state income and social security taxes):

SERVICE PROVIDER 2007 HOUR RATES

- ☐ Principal: US\$550
- ☐ Strategic Advisors: US\$550
- ☐ Senior Associates: US\$375
- ☐ Junior Associates: US\$250

- 3.1.2 *Fixed Fee Basis.* Where the scope of engagement activities and milestone achievement time frames are clear and predictable, NewinCo is willing to work on an agreed fixed fee basis or a monthly retainer basis to be invoiced upon achievement of agreed milestones.
- 3.1.3 *Expense Reimbursement.* Authorized and reasonably related incidental expenses are to be reimbursed at NewinCo's cost, including communications, courier services, and travel and similar other expenditures that may require approval in advance.
- 3.2 Invoicing. NewinCo will transmit a monthly email statement of services rendered plus expenses incurred. ICB shall arrange for payment by wire transfer to NewinCo's designated account within 30 days of receipt. If our fees and/or expenses attract any local withholding tax (or equivalent), then you agree to pay us such additional amount that ensures that the actual net payment received by us is the same as if there had been no such local withholding tax (or equivalent).
4. **DURATION/MISCELLANEOUS.**
- 4.1 ICB may terminate our representation at any time, with or without cause, by providing written notice to us. In that circumstance, all of ICB and its client's documents and any other property will be returned promptly upon our receipt of a written request. Termination of this LoU or any engagement will not affect ICB's responsibility for payment for services rendered and other charges incurred prior to termination or in connection with a transition of the matter to other counsel. At NewinCo's own expense, we may retain a copy of all files, records and documents involving the matter.
- 4.2 NewinCo can also stop providing services to you if we give reasonable notice under the circumstances of the particular engagement.
- 4.3 In the event of termination, NewinCo shall render a status of account statement within 15 days of the date of termination, taking into account the particular terms of engagement(s) in progress, payments received, payments earned, and any balance due to or credit owed by NewinCo; and unless ICB comments to the contrary within 15 days, NewinCo shall send to ICB its final invoice, and ICB shall arrange for payment, or NewinCo shall arrange for a credit, as the case may be, within 15 days thereafter.
- 4.4 The following paragraphs of this letter shall continue to apply following termination of the LoU: paragraphs 1 (Confidentiality and Nondisclosure), 3 (Compensation) and 4.3, this 4.4 and 4.5 (Duration/Miscellaneous).
- 4.5 It is our intention that communications with between ICB and NewinCo shall constitute attorney-client privileged communications to the maximum extent appropriate under the given circumstances.



If this LoU confirms your understanding, please return a signed copy by email to [mbnewell@newinco.com](mailto:mbnewell@newinco.com) and I shall bring hard copy with me to Kuwait for our meetings scheduled for 26 to 28 July 2007. Thank you for the confidence you have placed in us. We will to our very best for you and your clients.

Very truly yours,

THE NEWINCO, INC.

By: 

Name: Marcia B. Newell

Title: President/CEO

AGREED AND ACCEPTED AS OF THE DATE FIRST WRITTEN ABOVE:

International Counsel Bureau

By: 

Name: Abdul Rahman R. Al-Haroun

Title: Managing Partner