

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 SOUTH FIVE STRATEGIES, LLC 3233 M STREET, NW WASHINGTON, DC 20007	2. Registration No. 5876
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3. Name of foreign principal AZERBAIJAN DIPLOMATIC ACADEMY	4. Principal address of foreign principal BAKU, AZERBAIJAN 1065
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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): ACADEMY
- 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
- 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

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 ACADEMY PROVIDES ADVANCED FOREIGN SERVICE TRAINING AND OTHER LECTURES AND PROGRAMMING.

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 ACADEMY IS CURRENTLY FUNDED BY THE GOVERNMENT OF AZERBAIJAN.

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.

Date of Exhibit A	Name and Title	Signature
1 AUG 08	JASON EPSTEIN, PRESIDENT	

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

SOUTH FIVE STRATEGIES, LLC

2. Registration No.



5876

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3. Name of Foreign Principal

AZERBAIJAN DIPLOMATIC ACADEMY

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.

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

PLEASE SEE 8. BELOW.


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

ASSISTING THE ACADEMY IN PRODUCING A POLICY CONFERENCE IN AZERBAIJAN ON US-AZERI RELATIONS, AS WELL AS MEETINGS WITH AZERI OFFICIALS, BUSINESS LEADERS, RELIGIOUS LEADERS AND MEDIA PERSONALITIES

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.

ENCOURAGING JOURNALISTS TO FILE STORIES ON US-AZERI RELATIONS, BASED ON THEIR EXPERIENCES AT THE CONFERENCE AND DURING VARIOUS MEETINGS

Date of Exhibit B	Name and Title	Signature
1 AUG 08	JASON EPSTEIN, PRESIDENT	

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

This Agreement for public relations services (the "Agreement") is made and entered into this 7th day of July 2008, by and between the Azerbaijan Diplomatic Academy, (the "Academy"), and Southfive Strategies, LLC, a corporation formed under the laws of the District of Columbia, with an office in Washington, DC (the "Company").

The Academy and the Company hereby agree to the following:

Term

1. This Agreement shall commence on July 7, 2008, and terminate on August 31, 2008. It may be renewed for additional and successive periods upon the explicit written agreement of both Parties. This Agreement may, during its term, be terminated with or without cause at any time by either Party after fifteen (15) days written notice to the other Party.

Services

2. The Company shall provide strategic services, as required, for the Academy. The Company and the Academy shall jointly determine the full nature and extent of those services.

Fees

3. The Academy agrees to pay the Company a retainer fee in U.S. dollars in the sum of \$20,000 (\$10,000 per month) for the services described herein. This retainer fee shall be payable in the following installments:

- An installment of \$10,000 due and payable no later than July 21, 2008.
- An installment of \$10,000 due and payable no later than August 31, 2008.

All retainer fee installments shall be paid by wire transfer of immediately available funds to an account in the United States designated by the Company in writing.

All ordinary expenses will be included in the retainer. However, all extraordinary expenses over \$200, such as travel to and from Azerbaijan (including incurred expenses) and

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production of computer programs and websites, will be reimbursed if the Academy provides its expressed consent.

Refund for Early Termination

4. In the event that this Agreement is terminated prior to the end of its term, any retainer fees paid to the Company by the Academy that exceed the pro-rata share of fees apportioned on a daily basis, up to and including the date fifteen (15) days after notice of termination has been provide as described herein, shall be refunded by the Company to the Academy.

Report

5. On or before the date of termination, the Company will provide the Academy with a report concerning the services provided, as described herein.

Privileged Information

6. Subject to the requirements of U.S. law (including Title 22, Chapter 11 of the United States Code pertaining to the Foreign Agents Registration Act), the Company, understanding the sensitive nature of the services to be provided under this Agreement, will make every effort to protect and keep secret all privileged communications and other confidential information developed by the Company or provided to the Company by the Academy during the course of the Company's provision of services described herein. The Company shall neither make nor keep more copies than necessary of materials relating to its services for the Academy. The Company also agrees to keep files relating to its services for the Academy in a secure manner.

Subcontractors

7. The Company may employ at its discretion subcontractors to assist in providing the services described herein.

Legal Compliance

8. The Company and any subcontractor of the Company shall separately and individually comply with all applicable U.S. laws and regulations. In particular, it shall comply with Title 22, Chapter 11 of the United States Code pertaining to the Foreign Agents Registration Act.

Conflicts

9. The Academy understands that the Company provides services to other entities that are engaged in international business, trade, and similar activities. Notwithstanding anything to the contrary within this Agreement, the Company, in the exercise of its sole discretion, may represent any commercial entity in doing business with the Academy. However, the Company shall notify the Academy of any potential conflicts of interest between its representation of the Academy and any other party and any possible remedial measures that can be taken to remove the conflict(s). Once notified, the Academy shall in its sole discretion, determine whether a material conflict exists and whether remedial measures proposed are sufficient.

Representations and Warranties

10. a) The Academy hereby represents and warrants that the undersigned has the full power and authority to enter into this Agreement on behalf of the Academy and to carry out the obligations contemplated herein. This Agreement, when executed by the undersigned on behalf of the Academy, will constitute a legal, valid, and binding agreement of the Academy enforceable against the Academy in accordance with its terms.

b) The Company hereby represents and warrants that the undersigned has the full power and authority to enter into this Agreement on behalf of the Company and to carry out the obligations contemplated herein. This Agreement, when executed by the undersigned on behalf of the Company, will constitute a legal, valid, and binding agreement of the Company enforceable against the Company in accordance with its terms.

c) The Company hereby represents and warrants that it is an independent contractor and not an employee of the Academy. As such, it has no authority to bind the Academy in any manner whatsoever, absent the express written consent of the Academy.

Governing Law

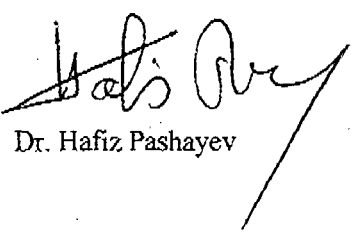
11. The Parties agree that this Agreement shall be governed by the laws of the District of Columbia, without reference to the principles of conflicts of laws thereof. All disputes arising out of this Agreement shall be subject to the exclusive jurisdiction and venue of the courts of the District of Columbia (or if there is federal jurisdiction, the United States District Court for the District of Columbia) and the Parties consent to the personal jurisdiction and exclusive jurisdiction and venue of these courts.

Indemnity

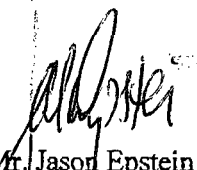
12. The Company shall be solely responsible for the acts of its employees and/or agents and shall defend and hold the Academy harmless from and indemnify it for any claims that arise from such acts.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed and delivered as of the day and year first written above, in two (2) original copies in the English language.

FOR THE AZERBAIJAN
DIPLOMATIC ACADEMY:


By: Dr. Hafiz Pashayev

FOR SOUTHFIVE STRATEGIES, LLC:


By: Mr. Jason Epstein