

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 <https://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 FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://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: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .22 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, FARA Unit, Counterintelligence and Export Control 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 vanguard Africa	2. Registration Number 6411
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3. Primary Address of Registrant
 1629 K Street, NW, suite 300, Washington, DC 20006

4. Name of Foreign Principal Ministry of Foreign Affairs, Republic of Liberia	5. Address of Foreign Principal Capitol Hill, Tubman Boulevard, Yekpi Town Monrovia, Montserrado County LIBERIA
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6. Country/Region Represented
 LIBERIA

7. Indicate whether the foreign principal is one of the following:

Government of a foreign country¹

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 (<i>specify</i>) _____

Individual-State nationality _____

8. 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(s) with whom registrant engages
 Minister of Foreign Affairs Sara Beysolow Nyanti

¹ "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

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

- a) Name and title of official(s) with whom registrant engages

- b) Aim, mission or objective of foreign political party

10. 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"/> |

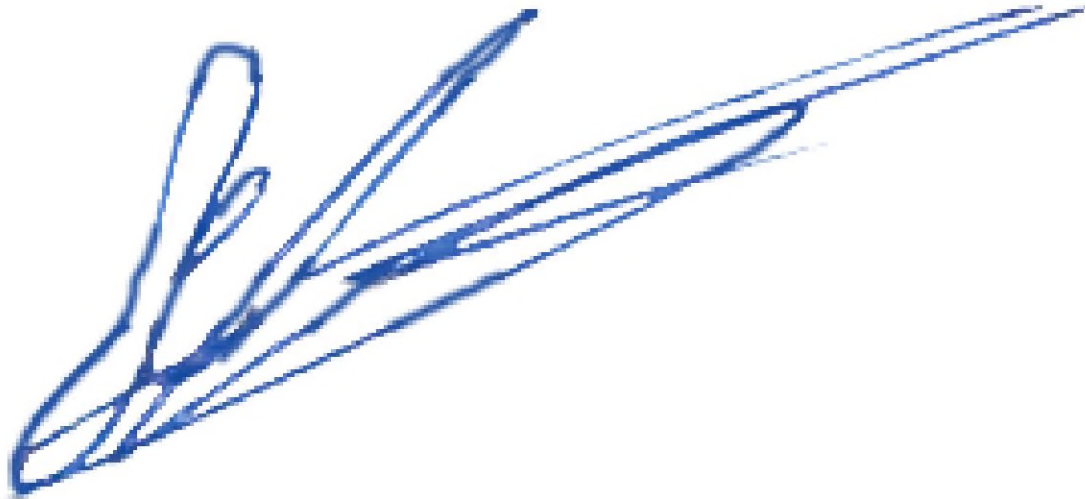
11. Explain fully all items answered "Yes" in Item 10(b).

12. 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, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, 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	Printed Name	Signature
06/17/2024	Jeffrey Smith	<input data-bbox="886 405 954 443" type="text" value="Sign"/> /s/Jeffrey Smith
_____	_____	<input data-bbox="886 489 954 527" type="text" value="Sign"/> _____
_____	_____	<input data-bbox="886 573 954 611" type="text" value="Sign"/> _____
_____	_____	<input data-bbox="886 657 954 695" type="text" value="Sign"/> _____

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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 <https://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 FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://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: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .32 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, FARA Unit, Counterintelligence and Export Control 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 vanguard Africa	2. Registration Number 6411
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3. Name of Foreign Principal
Ministry of Foreign Affairs, Republic of Liberia

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. What is the date of the contract or agreement with the foreign principal? 06/17/2024
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

vanguard Africa will execute the scope of this agreement on a per activity basis, agreed to beforehand with approval from the foreign minister.

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

Vanguard Africa will assist the Foreign Ministry in Liberia to build a more effective, transparent, and values-based institution, as well as coordinate meeting outreach and relationship building with relevant policymakers, government officials, and leaders within the NGO and think tank community in Washington, DC.

10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act¹.

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 response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

As part of this agreement, Vanguard Africa will assist Foreign Minister Nyanti and her colleagues in the Liberian Foreign Ministry to build and maintain professional relationships with U.S. Government officials in order to secure long-term cooperation on mutually beneficial policies that will benefit both countries. Media outreach in order to amplify the success and positive impact of the foreign ministry will also be a component.

11. Prior to the date of registration² for this foreign principal has the registrant engaged in any registrable activities, such as political activities, for this foreign principal?

Yes No

If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Set forth below a general description of the registrant's activities, including political activities.

Set forth below in the required detail the registrant's political activities.

Date	Contact	Method	Purpose
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12. During the period beginning 60 days prior to the obligation to register³ for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise?

Yes No

If yes, set forth below in the required detail an account of such monies or things of value.

Date Received	From Whom	Purpose	Amount/Thing of Value
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13. During the period beginning 60 days prior to the obligation to register⁴ for this foreign principal, has the registrant disbursed or expended monies, or disposed of anything of value other than money, in connection with activity on behalf of the foreign principal or transmitted monies to any such foreign principal?

Yes No

If yes, set forth below in the required detail an account of such monies or things of value.

Date	Recipient	Purpose	Amount/Thing of Value
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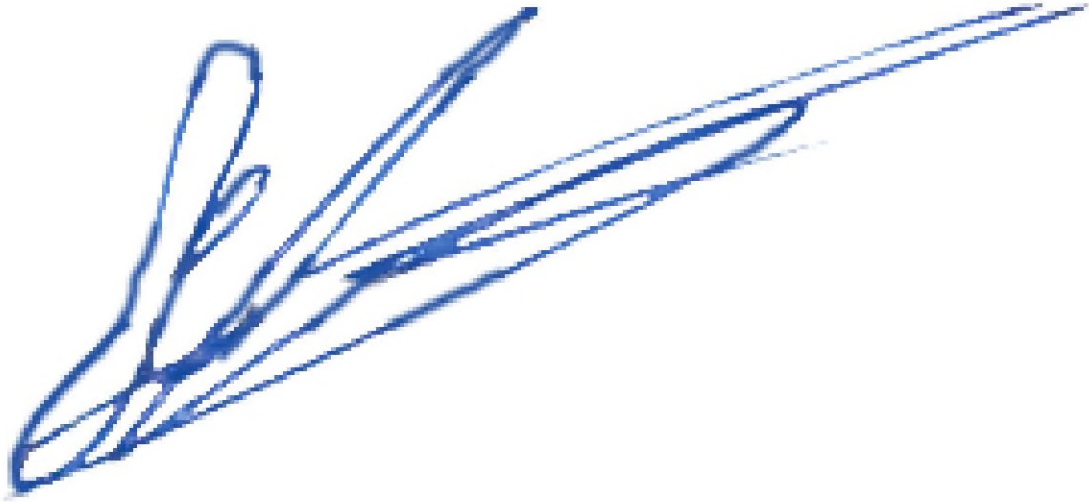
¹ "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference 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.

^{2,3,4} Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, 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	Printed Name	Signature
06/17/2024	Jeffrey Smith	<input data-bbox="889 457 959 485" type="text" value="Sign"/> /s/Jeffrey Smith
_____	_____	<input data-bbox="889 541 959 581" type="text" value="Sign"/> _____
_____	_____	<input data-bbox="889 630 959 665" type="text" value="Sign"/> _____
_____	_____	<input data-bbox="889 709 959 749" type="text" value="Sign"/> _____

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17 June 2024

Ministry of Foreign Affairs, Republic of Liberia

Hon. Sara Beysolow Nyanti:

Vanguard Africa and our colleagues are prepared to support the Foreign Ministry in Liberia, as well as you and your colleague's efforts to build a more effective, transparent, and values-based institution. We have thus prepared a formal contract for your approval and are ready to commence work immediately, including the preparations for an official delegation to Washington, DC during the proposed dates of June 24-25.

We look forward to supporting you in this endeavor and to working with you in the long term as you exhibit principled leadership in Liberia and beyond.

Most sincerely,

A handwritten signature in blue ink, appearing to read "Jeffrey Smith", is written over a light blue horizontal line.

Jeffrey Smith
Executive Director, Vanguard Africa



Contract

Ministry of Foreign Affairs, Republic of Liberia ("Client") has agreed to hire **Vanguard Africa** to support key functions, milestones, and goals pursuant to previous discussions. Please accept this letter of agreement to work on your behalf.

Total Fees: **Client** agrees to pay **Vanguard Africa** on a project-by-project basis. Project fees will be preapproved by the client before work commences.

Payment Terms: This engagement between **Vanguard Africa** and the **Client** shall be from the date signed by both parties, and subject to the termination and amendment provisions contained in this contract.

This agreement may be terminated by either party with 30 (thirty) days written notice and payment of all outstanding fees and expenses for work performed to date. This allows our team to responsibly wind down the engagement and ensure that the client is provided everything they need for continued success.

Any additional expenses will be pre-approved by the client and billed as described below:

- **General Expenses:** We do not bill our clients for regular in-house copying, postage, faxing, handling or other regular fees.
- **Significant Outside Vendors:** Significant outside vendor expenses such as private newswires, video recording and production, photography and printing, large copying or significant postage, etc. are charged separately as other direct costs (ODCs) without mark-up from vendor cost to Vanguard. Should any of these expenses be required, we will consult with you for prior written approval.
- **Telephone & Network Charge:** We do not bill for local telephone calls and standard technology expenses on a per-use basis. The parties will make best efforts to use cost-free international communications such as What's App and FaceTime.
- **Travel and Meals:** Travel and meal expenses will be billed at cost. **Client** shall cover expenses for all travel, lodging, meals for any travel *outside of the DC-Maryland-Virginia region* and such incidental expenses agreed to in writing between the parties to this agreement. Any travel expenses billed by **Vanguard** to **Client** will be billed at cost.
- **Scope of Services:** The **Client** is free, at any time, to expand or reduce the scope of work by notifying our team in writing as to the changes required. In such cases, the fee shall be revised as agreed by the parties to reflect the new scope of work.
- **Confidentiality:** We agree to keep confidential 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.

- **Indemnification:** Both parties to this Agreement agree to take commercially reasonable measures to limit the liability of both the **Client** and **Vanguard Africa** and its subcontractors known to Client. The **Client** hereby agrees to indemnify, defend and hold Vanguard Africa, its directors, officers, employees harmless from and against any and all claims, loss, damage, tax, liability and/or expense that may be incurred by **Vanguard Africa**, arising out of or in connection with the **Client's** performance of the **Client's** obligations and duties as described in this Agreement, except as caused by **Vanguard Africa's** negligence, gross negligence or willful misconduct, including the legal costs, fees and expenses of defending itself against any claim by any or all of the parties to any **Client** transaction and/or by any other person and/or as a result of the **Client** taking any action or refraining from taking any action or instituting or defending any action or legal proceeding. The Client further agrees to indemnify and hold **Vanguard Africa**, its directors, officers, employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of the **Client** performing its duties hereunder or the violation of these terms and conditions by the **Client**.

Likewise, **Vanguard Africa** hereby agrees to indemnify, defend and hold the **Client** harmless from and against any and all claims, loss, damage, tax, liability and/or expense that may be incurred by the Client, its affiliates, subsidiaries, parents, shareholders, directors, officers, employees, and agents arising out of or in connection with **Vanguard Africa's** performance of its obligations and duties as described in this Agreement, except as caused by the Client's negligence, gross negligence or willful misconduct, including the legal costs, fees and expenses of defending itself against any claim by any or all of the parties to any **Vanguard Africa** transaction and/or by any other person and/or as a result of the **Vanguard Africa** taking any action or refraining from taking any action or instituting or defending any action or legal proceeding. **Vanguard Africa** further agrees to indemnify and hold the **Client** harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of **Vanguard Africa's** performing its duties hereunder or the violation of these terms and conditions by **Vanguard Africa**.

- **Conflicts of Laws/Jurisdiction/Governing Law:** This agreement shall be governed by and interpreted in accordance with the laws of District of Columbia (Washington, D.C.) without regard to its conflicts of laws principles. **Client** and **Vanguard Africa** agree that any state or federal court for or within the District of Columbia (Washington, D.C.) shall have exclusive jurisdiction over any disputes arising under or related to this Agreement and **Client** and **Vanguard Africa** irrevocably consent to the jurisdiction of such courts and the placement of venue therein, and waives any claim that any such action, suit or proceeding in such a court has been brought in an inconvenient forum. However, 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 District of Columbia (Washington, D.C.). The arbitration decision shall be final and unappealable to any other forum including a court.



- **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 the parties.

Work will begin upon both parties' receipt of a fully executed copy of this contract.

Payments will be sent by ACH or wire transfer as noted below:



On behalf of the Vanguard Africa team, we look forward to working with you.

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

Signature

A handwritten signature in blue ink, appearing to be "J. Smith", written over a white background.

Date: 17 June 2024

Jeffrey Smith
Executive Director, Vanguard Africa

Signature:

A handwritten signature in blue ink, appearing to be "S. Beysolow Nyanti", written over a white background.

Date: 17 June 2024
Hon. Sara Beysolow Nyanti
Foreign Minister, Liberia