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OMB No. 1124-0006; Expires July 31, 2023

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
Arnold & Porter Kaye Scholer LLP

2. Registration Number
1750

3. Primary Address of Registrant
601 Massachusetts Avenue, NW, Washington, DC 20001-3743

4. Name of Foreign Principal
Co-operative Republic of Guyana

5. Address of Foreign Principal
254 South Road
Georgetown, Guyana
GUYANA

6. Country/Region Represented
GUYANA

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

- [x] Government of a foreign country [1]
- [ ] 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 _____

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

a) Branch or agency represented by the registrant
Ministry of Foreign Affairs and International Cooperation

b) Name and title of official with whom registrant engages
Elisabeth Harper, Permanent Secretary, Ministry of Foreign Affairs and International Cooperation

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.

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

a) Name and title of official 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 ☐ 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 ☐

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.

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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
04/28/2023	Dorothy Ames Jeffress	/s/Dorothy Ames Jeffress

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EXECUTION

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Date	Printed Name	Signature
April 28, 2023	Dorothy Ames Jeffress	

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OMB No. 1124-0004; Expires July 31, 2023

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	2. Registration Number
Arnold & Porter Kaye Scholer LLP	1750

3. Name of Foreign Principal
Co-operative Republic of Guyana

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? 04/20/2023

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

According to the terms and conditions in the signed agreement, the Foreign Principal has engaged the Registrant to provide strategic advice, counsel, and advocacy before authorities of the legislative and executive branches of the U.S. government, including in relation to expanding trade and investment between the Co-operative Republic of Guyana and the United States, assisting with the organization of high-level official visits, and other issues of interest to the Government of Guyana as agreed to by the parties.

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

The Registrant will provide strategic advice, counsel, and advocacy before authorities of the legislative and executive branches of the U.S. government, including in relation to expanding trade and investment between the Co-operative Republic of Guyana and the United States, assisting with the organization of high-level official visits, and other issues of interest to the Government of Guyana as agreed to by the parties.

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

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.

In the course of providing strategic advice, counsel, and advocacy to the Co-operative Republic of Guyana, the Registrant may organize meetings and high-level official visits with members of the legislative and executive branches of the U.S. government.

11. Prior to the date of registration[2] 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 register[3] 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

13. During the period beginning 60 days prior to the obligation to register[4] 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

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.

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EXECUTION

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Date	Printed Name	Signature
04/28/2023	Dorothy Ames Jeffress	/s/Dorothy Ames Jeffress

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Date	Printed Name	Signature
April 28, 2023	Dorothy Ames Jeffress	

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Arnold & Porter

Raúl R. Herrera
+1 202.942.6601 Direct
Raul.Herrera@arnoldporter.com
Ambassador Thomas A. Shannon, Jr.
+1 202.942.5417 Direct
Tom.Shannon@arnoldporter.com

April 20, 2023

VIA E-MAIL

The Honorable Ambassador Elisabeth Harper
Permanent Secretary
Ministry of Foreign Affairs and International Cooperation
Georgetown, Guyana

Re: Engagement Letter with Arnold & Porter

Dear Madame Ambassador:

We are very pleased that the Ministry of Foreign Affairs and International Cooperation of the Co-operative Republic of Guyana (the "Government") has engaged Arnold & Porter Kaye Scholer LLP, a Delaware limited liability partnership ("Arnold & Porter" or the "Firm"), to provide strategic advice, counsel, and advocacy before authorities of the legislative and executive branches of the U.S. government, including in relation to expanding trade and investment between Guyana and the U.S., assisting with the organization of high-level official visits, and other issues of interest to the Government as agreed to by the parties. The purpose of this letter is to set forth our mutual understanding as to the basis on which we will represent you with respect to this matter and such additional matters as we may mutually agree.

1. Fee Calculation. Arnold & Porter will charge the Government a fixed fee retainer of US$50,000 per month for an initial period of three months for this matter, beginning on May 1, 2023. This amount may be adjusted in the future, including in connection with any extensions of this agreement, by written agreement of the Firm and the Government.

The Firm and the Government understand that this fixed fee engagement applies to the work described above. If such other matters arise and the Government and the Firm mutually agree that the Firm would assist the Government in connection with such other matters, the Government and the Firm will set forth by separate agreement a fee arrangement for such matters.

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In the event we are authorized or requested by you or on your behalf, or required by law as we may determine, or by any legal process, to produce any of (a) our files, (b) your files stored with us, or (c) our personnel as formal or informal witnesses or information sources with respect to our engagement or potential engagements by you, you agree to pay or reimburse us for our professional time (at then applicable hourly rates for personnel who have hourly rates and on a reasonable basis otherwise) and ancillary services and expenses as incurred in preparing and implementing a response to such a request or requirement. As used in the preceding sentences, the term "files" includes all documents and data in any form, including but not limited to original documents, physical copies, images and computer media.

You should know that we cannot make any promises or guarantees to you concerning the outcome of the matter for which you have retained us and nothing in the representation letter shall be construed as such a promise or guarantee. If the matter does not go forward or reach a successful conclusion for any reason, the Government is still directly responsible for all fees and disbursements charged by the Firm in the representation. Additionally, your obligation to pay our fees and disbursements will not be affected by any agreement that you may have with another party to pay your legal fees and costs or any failure of that party to comply with that agreement.

2. Term of this Agreement. The term of this agreement shall be for an initial period of three months, commencing on the date that this agreement is signed by representatives of the Firm and the Government. After the initial three month period, the Parties may extend the contract by written agreement for an additional period of nine months or such other time period as the Firm and the Government agree, and on such terms as the Firm and the Government may agree in connection with any such renewal. Upon termination or expiration of this agreement, neither party shall have any further obligation hereunder, except for payment for services rendered prior to the date of termination or expiration, and except for the obligation of an attorney to a former client under applicable laws and Rules of Professional Conduct.

3. Reimbursement for Expenses. In performing this engagement, we may make disbursements and incur internal charges on your behalf. These are likely to include disbursements or charges for such items as travel and transportation expenses (including subsistence expenses while on travel), subject to your prior written approval; express delivery and express postage charges; duplicating charges; expenses associated with overtime work; and any special computer, data processing, or similar expenses that are beyond the capacity of the Firm's existing system. We will bill you at cost for charges paid to third parties, and charges for internal services will be billed at the Firm's usual and customary rates for such services.

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Should our work include assistance from the Firm's internal eDiscovery & Data Analytics ("eData") group, in addition to charging hourly rates for project management and advisory support, we will charge certain monthly per unit amounts, including an inclusive $16 per GB for active eDiscovery hosting, data processing, analytics, and document productions. Workspaces classified as Repository (limited access) will be charged at 33% of the workspace size, and workspaces classified as Cold Storage (inactive data storage) will be charged at 25% of the workspace size. Relativity licenses for external users will be charged at $75 per user per month. Data volume is measured at its peak level per month. This pricing is aimed at allowing the Firm to recoup its costs of providing the services, including the bundled eDiscovery infrastructure, software licensing, and technical services that have been purchased by the Firm. However, these unit-based rates incorporate certain estimates and, subject to the variability of related costs and utilization of the service, the Firm may recognize a loss or a profit in providing the services. Additionally, you should be aware that our rates and charges are reviewed at least annually, usually in January of each year, and may be modified prospectively to reflect changes in our cost structure, market conditions, and such other factors as the Firm deems appropriate. Please note that we do not pay third party vendor invoices in excess of $10,000 until we have received payment from you for such services.

In the course of this engagement it may be appropriate to retain persons with special training or expertise to assist us in rendering legal services. Depending on the circumstances, it may be advisable for the Firm to assume responsibility for hiring such experts, with the Government's prior consent. Notwithstanding that the contractual relationship may be with the Firm, however, you will bear responsibility directly to pay the invoices for the fees and expenses charged by these persons, unless other arrangements are agreed to between us.

4. Statements for Fees and Expenses. On a regular basis, generally every month, the Firm will send you a statement covering our fee charges and expenses, providing such reasonable detail as you may require. All such statements are due and payable within thirty [30] days of receiving them. We understand that internal accounts payable processing may occasionally cause delays in the payment of our statements, and I am sure that you understand that undue delays in the payment of our statements increase our costs in providing legal services to all of our clients. If our fees are not paid timely, we reserve the right to terminate our services and withdraw from any matter, proceeding or case then pending, so long as our withdrawal can be accomplished in accordance with applicable Rules of Professional Responsibility. Additionally, should it become necessary, you will be responsible for any costs and attorneys' fees incurred by this Firm in collecting any unpaid and outstanding balances owed. Except where prohibited, we shall have a lien on all of your documents, property, or money in our possession for the

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payment of all sums due us from you under the terms of this engagement. The disadvantage of the lien to you is that, should we have a dispute over our fees and costs, it could delay your receipt of the funds that are in dispute. However, we ask for such a lien to protect our right to payment of our fees and costs, and should a dispute over our fees or costs arise, we will make every effort to resolve that dispute promptly.

Pursuant to Part 137 of the Rules of the Chief Administrator of the New York Courts, we advise all our clients that, if a dispute arises over our fees, and our representation has involved work by a New York attorney and a material amount of work in New York, the Government may have the right to arbitration of this dispute.

5. Advance Retainer Payment. It is agreed that our work on the above-described matter(s) will commence immediately without the Firm having received an advance retainer payment.

6. Waiver of Future Conflicts. The Firm is a national and international law firm that represents a diverse array of individuals, companies and other entities. In addition, a summary of our current practice areas and the industries in which we represent clients can be found on our website at www.arnoldporter.com. Some of our current or future clients may have matters in conflict with you, the Government or one or more of its governmental entities or subsidiaries. Such matters could pose a variety of risks, direct or indirect, to your business, legal, financial or other interests. So that we are not unnecessarily conflicted from representing you or our other clients, we routinely ask clients for advance waivers of conflicts of interest in matters distinct from the matters on which we represent them. Thus, by accepting this letter, you agree that we will not be disqualified by reason of our representation of you from representing any client with interests adverse to you in litigation, transactions or other matters that are not substantially related to the matters on which we have been retained by you. The Government also acknowledges that with respect to information that the Firm acquires during the representation of other clients, neither the Government nor any other person or entity will have any right or expectation of access to or use of such information. And, of course, we will similarly hold your information and secrets in confidence.

The occasion might arise for us to consult regarding our engagement for you with our own counsel — our General Counsel or other Firm lawyers — or with our own outside counsel at our expense. To the extent that we are addressing our own rights or responsibilities, a conflict of interest might be deemed to exist between the Firm and you as to such consultation. Accordingly, a condition of this engagement is that you consent to such consultation occurring, and waive any claim of conflict of interest based on such

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consultation. You also acknowledge that such communications are protected by our own attorney-client privilege from disclosure to you.

In addition, this letter will confirm our understanding that, unless we reach an explicit understanding to the contrary, we are being engaged by, and will represent, the Ministry of Foreign Affairs and International Cooperation and not any subsidiary or affiliated entities.

7. Guidelines for Outside Counsel. To the extent the Government has established its own legal retention agreement, billing policies and/or guidelines for outside counsel (collectively, the "Guidelines"), the Government agrees that the terms and conditions of this engagement letter will control unless the Firm agrees to the terms of the Guidelines in writing.

8. Electronic Data Communication and Use of Cloud Services. The Firm may use reputable third-party service providers (including 'cloud' service providers such as Microsoft Teams or Google Cloud) to help us deliver efficient, cost-effective legal services, including where your confidential information may be stored on and accessed from cloud-based computer services located in a facility controlled by such providers. This may include document/information hosting, sharing, transfer, analysis, processing or storage.

9. Conclusion of Our Representation. If, at any time we conclude that there are no active matters in which we are representing you, you will be considered a former, rather than a current client of the Firm, unless and until you ask us to perform additional services, and we agree to perform them.

You are free, of course, to terminate our services at any time. In addition to the reasons described in Section 3, we reserve the same right so long as our withdrawal can be accomplished in accordance with applicable law.

10. Evidence Preservation and Retention of Records. During our representation of you, applicable law may result in your obligation to preserve and produce documents, information or other records, and while we may advise and assist you in this regard, the ultimate responsibility for this preservation and production lies with you. The Firm adopts policies from time to time concerning the retention or destruction of records relating to engagements by clients. When we complete a particular matter that you have assigned to us, we may destroy any records as we believe appropriate, absent a written agreement between us to the contrary. Subject to certain exceptions for particular types of materials, the current standard retention period is six

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years for paper files and twelve years for electronic files from the date that a matter is closed. If we are required by applicable law to retain records for a particular period of time, the applicable law will supersede this general rule. In referring to records in this paragraph, we include electronic and 'hard copy' records.

11. Resolution of Disputes. To the extent applicable law does not otherwise provide, any dispute, claim or controversy (a "Dispute") between or among the Government, including any third party the Government has agreed to pay the Firm to represent, and the Firm (including any of our partners, counsel, associates, employees, agents and representatives) arising out of or in any way relating to this agreement, any services we provide or our fees and costs for providing such services shall be determined by confidential, binding arbitration in Washington, D.C. before a panel of three neutral arbitrators. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures in force at the time the arbitration is commenced. The arbitrators shall decide any issue of the breach, termination, enforcement, interpretation or validity of this entire agreement, including the determination of the scope or applicability of the agreement to arbitrate. The parties adopt and agree to implement the JAMS Optional Arbitration Appeal Procedure (as it exists on the date of this agreement) with respect to any final arbitration award pursuant to this agreement. Any court proceedings related to the arbitration shall take place in the state court (or federal court, if jurisdiction exists) located in Washington, D.C. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

By agreeing to this binding arbitration provision, the parties understand that they are waiving certain important rights and protections that otherwise may have been available if a Dispute were determined by a judicial action including, without limitation, the extent of available discovery, the right to a jury trial, the recovery of attorney fees and certain rights of appeal.

The parties shall maintain the confidential nature of the arbitration proceedings and the arbitration award, including the hearing, except as may be necessary, to prepare for or conduct the arbitration hearing on the merits, or except as may be necessary in connection with a court application for a preliminary remedy, a judicial challenge to an award or its enforcement, or unless otherwise required by law or judicial decision. Each party agrees that it shall use its reasonable best efforts to cause its directors, officers, partners, associates, employees, affiliates and agents to abide by this confidentiality agreement.

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This agreement and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of Washington, D.C., exclusive of conflict or choice of law rules. The parties acknowledge that this agreement evidences a transaction involving interstate commerce and, notwithstanding the provision in the preceding sentence, any arbitration conducted pursuant to the terms of this agreement shall be governed by the Federal Arbitration Act, 9 U.S.C. §§1-16.

* * * *

If you have any questions about the matters described above, please let us know.

Once again, we appreciate the opportunity to work together.

Best regards,

Raúl R. Herrera
Partner

Thomas A. Shannon, Jr.
Senior International Policy Advisor
Co-Chair, Global Law and Public Policy

ACCEPTED AND AGREED TO:

[FULL CLIENT NAME]

ELISABETH HARPER

PERMANENT SECRETARY

PERMANENT SECRETARY
MINISTRY OF FOREIGN AFFAIRS
AND INTERNATIONAL COOPERATION

MINISTRY OF FOREIGN AFFAIRS AND INTERNATIONAL COOPERATION

FOR GOVERNMENT OF GUYANA

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