U.S. Department of Justice
Washington, DC 20530

Exhibit A
To Registration Statement
Pursuant to the Foreign Agents Registration Act of 1938, as amended

OMB NO. 1105-0003

Privacy Act Statement. Every registration statement, short form registration statement supplemental statement, exhibit, amendment, copy of information 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, D.C. One copy of every such documents, other than information 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. Finally, the Attorney General intends, at the earliest possible opportunity, to make these public documents available on the Internet on the Department of Justice World Wide Web site.

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, Criminal 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

Verner, Liipfert, Bernhard, McPherson and Hand, Chartered
901 15th Street, N.W.
Washington, D.C. 20005

2. Registration No. 3712

3. Name of foreign principal

Government of the Republic of Malawi

4. Principal address of foreign principal
Private Bag 301
Capital City
Lilongwe 3
Malawi
Central Africa

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
- ☐ Committee
- ☐ Corporation
- ☐ Voluntary group
- ☐ Association
- ☐ Other *(specify)*

☐ Individual-State nationality

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

a) Branch or agency represented by the registrant. Office of the President and Cabinet

b) Name and title of official with whom registrant deals. A.A. Upindi, Secretary to the President and Cabinet

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

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 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.)*

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
December 21, 2001	Peter S. Pantaleo, President and Chief Executive Officer	

DC-344329.1

U.S. Department of Justice
Washington, DC 20530

Exhibit B
To Registration Statement
Pursuant to the Foreign Agents Registration Act of 1938, as amended

OMB NO. 1105-0007

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.

Privacy Act Statement. Every registration statement, short form registration statement supplemental statement, exhibit, amendment, copy of information 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, D.C. One copy of every such documents, other than information 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. Finally, the Attorney General intends, at the earliest possible opportunity, to make these public documents available on the Internet on the Department of Justice World Wide Web site.

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, Criminal 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 No. 3712
Verner, Liipfert, Bernhard, McPherson & Hand, Chartered	

3. Name of foreign principal

Government of the Republic of Malawi

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.

Performance of the above-mentioned agreement is set forth in the attached letter of agreement.

Formerly OBD-65

DC-344329.1

FORM CRM-155
SEP 1996

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

Please see the attached agreement.

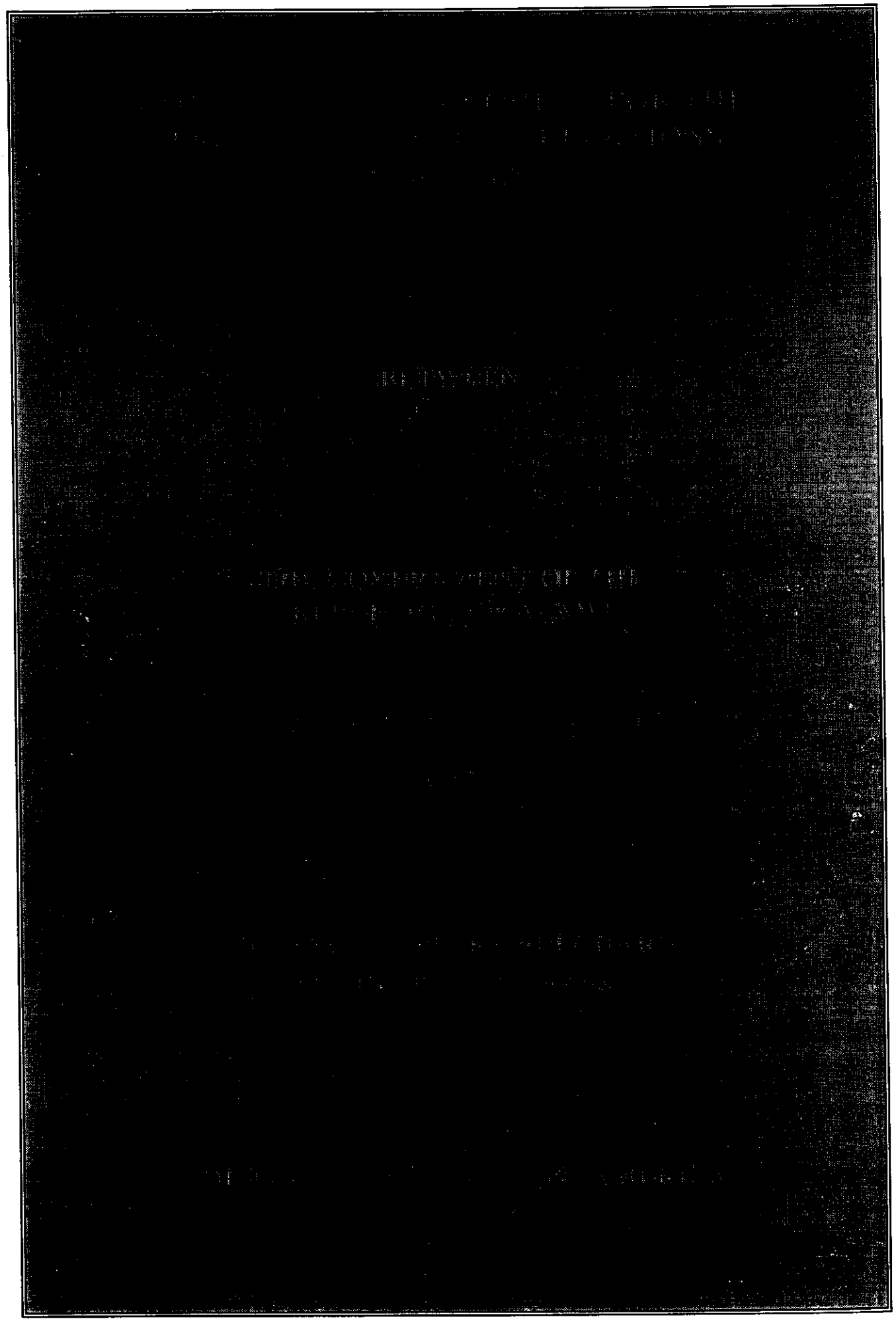
9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☒ No ☐

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 will provide strategic advice and counsel to the foreign principal. The Registrant's activities may also include inquiries on behalf of the foreign principal with members of the Legislative and Executive Branches. The Registrant will not speak on behalf of the foreign principal to the executive and legislative branches of the United States Government except with the foreign principal's authorization.

Date of Exhibit B	Name and Title	Signature
Dec 21, 2001	Peter S. Pantaleo, President and Chief Executive Officer	

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 interest, policies, or relations of a government of a foreign country or a foreign political party.



THIS AGREEMENT is made the 1st day of January 2002, between the Government of the Republic of Malawi represented by the Office of the President and Cabinet (hereinafter referred to as "the Government") and Verner-Liipfert-Bernhard - McPherson and Hand, a consultancy firm based and registered in the United States of America (hereinafter referred to as "the Firm").

WHEREAS

(a) the Government recognizes that the maintenance and continued growth of understanding and cooperation between Malawi and the United States of America ("the USA") is largely dependent upon the projection of a fair and accurate image of Malawi's policies and political, military and economic developments;

(b) the Government is desirous that key decision-makers and opinion-makers in and the people of the USA be properly informed about these policies and developments;

(c) the Government recognizes that the ability of key decision-makers and opinion-makers in the USA to properly appreciate Malawi's achievements also requires these decision-makers and opinion-makers to have a detailed, correct, and balanced understanding of various issues in Malawi and elsewhere in Africa, including the governmental process, politics, military and security concerns, human rights matters, and the economy;

(d) the Government has requested the Firm to provide certain services to the Government to enable the Government fulfill the aforesaid objectives;

(e) the Firm, having represented to the Government that it has the required professional skills, and personnel and technical resources, has agreed to provide the said services on the terms and conditions hereinafter set forth;

(f) the Firm has accepted to render the said services on behalf of the Government and in doing so recognizes and acknowledges the importance the Government attaches to the fulfilment of the objectives of this Agreement;

NOW THEREFORE, the Government and the Firm (where the context so permits hereinafter together referred to as "the parties") hereby agree as follows:

ARTICLE I

The Services

Section 1:01 The Firm shall assist the Government to advance the Government's goals of closer bilateral relations with the United States of America and project to the people of the USA and key decision-makers and opinion-makers in the USA a fair and accurate image of Malawi's policies and political, military and economic developments.

Section 1:02 In the furtherance of the provisions of section 1:01, the Firm shall -

(1) conduct and render assistance for meetings, as appropriate, between the President of Malawi, Cabinet Ministers and key representatives of the Government and -

(a) members and staff of the USA Senate and House of Representatives and key officials in selected Departments and agencies of the Executive Branch of the USA Government; and

(b) appropriate USA journalists, public institutions and non-governmental organizations;

(2) assist the Government in promoting greater and deeper appreciation and recognition in the USA of Malawi's role as a friend and economic partner of the USA by, amongst other things,

(a) working diligently to secure USA businesses and individuals to invest in and visit Malawi and purchase Malawian goods and services at favourable prices;

(b) working diligently to secure continued and increased USA bilateral assistance to Malawi and USA support for multilateral assistance to Malawi; and

(c) working diligently to secure continued and increased multilateral assistance to Malawi through direct approaches to institutions such as the World Bank and IMF;

Section 1:03 The Firm shall meet with and hold telephone conversations on a regular basis with such representatives of the Government as the President of Malawi shall from time to time designate to discuss the Firm's activities on behalf of the Government and identify issues, obstacles and strategies as they relate to the fulfilment of the objectives of this Agreement and in particular, Malawi's goals in the USA.

ARTICLE 2

Obligations of the Firm

Section 2:02 (a) The Firm shall perform the Services hereunder and carry out its obligations with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate personnel and advanced technology and safe methods in the performance of the Services hereunder.

(b) The Firm and its personnel shall always act, in respect of any matter relating to this Agreement or the performance of the Services hereunder, as faithful advisors to the Government, and shall at all times support and safeguard the Government's legitimate interests in any dealings with third parties.

Section 2:03 The Firm shall safeguard and protect as confidential any political, military, economic, or other sensitive information provided the Firm by the Government or any of the representatives of the Government including the President of Malawi and shall return to the Government any such information on demand at any time and without demand on the termination of this Agreement.

Section 2:04 The Firm shall not

(a) permit any of its personnel to undertake any travel on behalf of the Government or for the purposes of this Agreement outside of Washington, D.C., without prior written authorization of the Government; and

(b) subcontract the performance of any part of the Services hereunder without the prior written approval of the Government.

Section 2:05 The Firm shall register its activities with the USA Department of Justice in accordance with the USA Foreign Agents Registration Act and shall, within 14 days from the date of registration, make available to the Government a copy of its registration documents upon their submission to the Department of Justice.

Section 2:06 The Firm shall carry out its activities in the performance of the Services hereunder within the framework of this Agreement under the direction and supervision of the President of Malawi or such representatives of the Government as the President of Malawi shall designate.

Section 2:07 The Firm shall compile and submit to the Government quarterly reports of, and other documents including software pertaining to, its activities in the performance of the Services hereunder during the corresponding quarter. The said reports and other documents and all copies thereof shall -

(a) become and remain the property of the Government;

(b) be delivered to the Government without demand upon termination of this Agreement; and

(c) form the basis for the payment by the Government to the Firm of the monthly fee referred to in article 5, section 5:01(c), of this Agreement.

Section 2:08 The Firm shall appoint Senator Bob Dole to be the leading consultant of the Firm in the performance of the Services hereunder.

Section 2:09 The Firm shall keep proper books of account of the Services to be performed hereunder and shall keep those books and all correspondences and documents belonging or relating to the said Services and shall at any time on being so required produce them for inspection and examination of the

Government or its designated representatives who shall be entitled to make copies of or take extracts from them.

ARTICLE 3

Consultant's Personnel

Section 3:01(a) The Firm shall, prior to the entry into force of this Agreement, make available to the Government a list of the Firm's key personnel to be engaged in the performance of the Services hereunder including their titles, job descriptions and minimum qualifications.

(b) If, for any reason beyond the reasonable control of the Firm, it becomes necessary to replace any of the key personnel, the Firm shall provide as a replacement a person of equivalent or better qualifications.

(c) The Firm shall not be entitled to receive additional costs or payment arising out of or incidental to any removal and/or replacement of the personnel in accordance with this section.

ARTICLE 4

Obligations of the Government

Section 4:01 The Government shall provide the Firm with such policy directives, policy plans and all other relevant information to enable the Firm to execute its duties and perform the Services hereunder.

Section 4:02 The Government shall ensure that its designated representatives are available at the Government's expense as and when reasonably required by the Firm to discuss matters and attend meetings pertaining to the performance of the Services hereunder.

Section 4:03 The Government shall use its best efforts to ensure that it shall, if necessary -

(a) provide the Firm's key personnel or the Firm's subcontractors approved by the Government with work permits and such other documents as shall be necessary to enable the Firm or its subcontractors to perform in Malawi any part of the Services required to be performed in Malawi or to hold the discussions or attend the meetings envisaged under the preceding section 4:02;

(b) arrange for the Firm's key personnel or the Firm's subcontractors approved by the Government to be provided promptly with all necessary entry and exit visas, resident permits and any other document required for their stay in Malawi;

(c) facilitate prompt clearance through customs of any property required for the performance of the Services hereunder and of the personal effects of the said key personnel or subcontractors;

(d) issue to the Government's designated representatives all such instructions as may be necessary or appropriate for the prompt and effective performance by the Firm of the Services hereunder.

ARTICLE 5

Payment to the Firm

Section 5:01 (a) As compensation for the satisfactory performance of the Services hereunder and subject to article 7, section 7:01, the Government shall pay the Firm -

(i) a monthly professional fee of $25,000, and

(ii) expenses not exceeding $5,000 per month reasonably incurred by the Firm in the performance of the Services hereunder.

(b) The Government shall pay the Firm in advance upon signing of this Agreement the sum of $75,000 for the first three months.

(c) The Government shall thereafter pay the Firm the said monthly fee of $25,000 on the first day of each corresponding month for the remaining nine months provided that 14 days prior to that day the Firm shall have submitted a satisfactory quarterly report including the other documents referred to in article 2, section 2:08, of this Agreement of its activities for the preceding quarter.

(d) The Firm shall invoice in accordance with the Firm's standard accounting/billing system all the expenses reasonably incurred by the Firm in the performance of the Services hereunder.

(e) The cost of any travel to Malawi by the Firm's key personnel shall be borne by the Government provided that such travel is -

(i) by the most direct route to and from the USA;

(ii) undertaken by not more than one key personnel at a time; and,

(iii) approved in writing by the Government prior to its commencement.

Section 5:02 The remuneration of the Firm hereunder shall constitute the Firm's sole remuneration in connection with this Agreement or the performance of the Services hereunder, and the Firm shall not accept for its own benefit or the benefit of its personnel or subcontractors any trade commission, discount or similar payment in connection with the Firms's activities pursuant to this Agreement or the performance of the Services hereunder or in the discharge of its obligations hereunder, and the Firm shall ensure that its personnel, any subcontractor or agent of either of them similarly shall not receive any such additional remuneration.

ARTICLE 6

Duration of Agreement

Section 6:01 (a) The term of this Agreement shall be 12 months from the date first above-written and may be renewed upon satisfactory performance by the

Firm of the Services hereunder for such further period or periods as the parties to this Agreement may agree in writing. Either party shall fulfil, after the automatic expiry of this Agreement, any of its obligation arising prior to the automatic expiry of this Agreement and remaining to be performed after the automatic expiry.

(b) The Government shall conduct a performance evaluation of the Firm and its work hereunder upon completion of this Agreement.

ARTICLE 7

Termination of Agreement

Section 7:01(a) Either party to this Agreement may terminate this Agreement before the expiry of its term or renewed term with or without cause upon 30 day's written notice to the other party but so, however, that either party shall after the termination still fulfil any of its obligations under this Agreement arising prior to the termination as provided for in article 6, section 6:01.

(b) The termination of the Agreement under this section shall end the Government's obligation to pay the Firm any remuneration and/or expenses except the remuneration or expenses arising prior to the date of termination and in respect of which work has already been performed or will be performed by the Firm hereunder after the termination of this Agreement.

ARTICLE 8

Miscellaneous Provisions

Section 8:01 Any dispute arising from this Agreement shall be resolved through mutual consultation between the parties subject to the applicable federal, state and local laws of the USA which shall govern the interpretation of this Agreement.

Section 8:02 If the performance of this Agreement or any obligation under it is prevented, restricted or interfered with by reason of circumstances beyond the reasonable control of the party obliged to perform it, the party so affected (upon giving prompt notice to the other party) shall be excused from performance to the extent of the prevention, restriction or interference, but the party so affected shall do what is reasonably in its means to avoid or remove the causes of non-performance and shall continue performance under this Agreement with the utmost despatch whenever such causes are removed or diminished.

Section 8:03 (a) Any notice, request or consent made or given pursuant to this Agreement shall be in writing and shall be deemed to have been made or given when delivered in person to the designated representatives of the parties mentioned in this section to whom the communication is addressed, or when sent by registered or electronic mail or by facsimile (the latter confirmed by registered post) to such designated representatives.

(b) For purposes of the preceding section 8:03 (a) the parties have appointed the following persons as their designated representatives:

For the Government:

1. Hon. Clement Stambuli, M.P.,
   Minister of Information,
   Private Bag 310,
   Lilongwe 3,
   Malawi,
   Central Africa.
   Telephone No. : (265) 773 233
   Facsimile No. : (265) 774 568
   Mobile Phone No.: (265) 824 594

2. The Secretary to the President
   and Cabinet,
   Private Bag 301,
   Capital City,
   Lilongwe 3,
   Malawi,
   Central Africa.
   (For the Attention of Mr. A. A. Upindi)
   Telephone No.: (265) 789 311
   Facsimile No. : (265) 788 456
   Mobile Phone No.: (265) 821 988

For the Firm

Mr. Marshall Harris,
Principal and Foreign Policy Advisor,
901 15th Street, N. W, Suite 410
Washington, D.C.,
20005 - 2301
U.S.A.
Telephone No. : (1) 202 371 6000
Facsimile No. : (1) 202 371 6279

IN WITNESS of which the respective and duly authorized representatives of the parties have signed this Agreement on the dated first above-written.

SIGNED for and on behalf of the GOVERNMENT:

by _____

Signature of authorized representative

Full Names: ALFRED ARNOLD UAINA

Witness: _____

Full Names of Witness: _____

SIGNED for and on behalf of the FIRM:

by _____

Signature of authorized representative

Full Names: MARSHALL FREEMAN HARRIS

Witness: _____

Full Names of Witness: MARTIN T. LUTZ