Received by NSD/FARA Registration Unit 05/22/2023 12:42:35 PM

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
Vanguard Africa

2. Registration Number
6411

3. Primary Address of Registrant
1629 K Street, NW, Suite 300, Washington, DC 20006

4. Name of Foreign Principal
Mr. Idrissa Seck

5. Address of Foreign Principal
Rue Van Vollenoven
Thies
SENEGAL

6. Country/Region Represented
SENEGAL

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

- ☐ 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 SENEGAL

8. 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 engages

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.



Received by NSD/FARA Registration Unit 05/22/2023 12:42:35 PM

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.

Vanguard Africa will perform a range of duties including public advocacy and social education efforts, social media engagement campaigns supporting free and fair elections in Senegal, writing, editing and content development, as well as global media outreach on behalf of Hon. Idrissa Seck. The scope of work will also include participating in regular advisory calls with Hon. Seck and his colleagues.

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.

Received by NSD/FARA Registration Unit 05/22/2023 12:42:35 PM

## 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 |
|---|---|---|
| 05/22/2023 | Jeffrey Smith | /s/Jeffrey Smith |
| 05/22/2023 | Jeffrey Smith | /s/Jeffrey Smith |
| | | |
| | | |

Received by NSD/FARA Registration Unit 05/22/2023 12:42:35 PM

Received by NSD/FARA Registration Unit 05/22/2023 12:42:35 PM



Received by NSD/FARA Registration Unit 05/22/2023 12:42:35 PM

Received by NSD/FARA Registration Unit 05/22/2023 12:42:37 PM

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 |
|---|---|
| Vanguard Africa | 6411 |

3. Name of Foreign Principal
Mr. Idrissa Seck

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? 05/17/2023

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

See Appendix for Response



Received by NSD/FARA Registration Unit 05/22/2023 12:42:37 PM

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

See Appendix for Response

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.

See contract and list of activities performed under this contract.

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 |
|---|---|---|---|

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.

Received by NSD/FARA Registration Unit 05/22/2023 12:42:37 PM

## 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 |
|---|---|---|
| 05/22/2023 | Jeffrey Smith | /s/Jeffrey Smith |
| | | |
| | | |
| | | |

Received by NSD/FARA Registration Unit 05/22/2023 12:42:37 PM

Received by NSD/FARA Registration Unit 05/22/2023 12:42:37 PM



Received by NSD/FARA Registration Unit 05/22/2023 12:42:37 PM

Received by NSD/FARA Registration Unit 05/22/2023 12:42:37 PM

# Appendix
# Response to Item 8

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

Vanguard Africa, will provide high-level advising and consulting, in line with the core objectives outlined below.

1.Work closely with the local campaign team in Senegal on messaging and image management, including on social media platforms

2.Manage international media outreach and reputation management

3.Build and maintain contacts, relationships, and key networking opportunities with relevant U.S. officials, pro-democracy institutions, and international actors to build momentum for and plan:

•A Free and Fair Senegal advocacy and social education awareness campaign

•A constituency to advocate a halt to democratic backsliding in Senegal, including principled opposition to a potentially unprecedented third presidential term

•A strategic plan for an in-person delegation to Washington, DC for Hon. Seck that includes relevant private engagements and public media opportunities

Received by NSD/FARA Registration Unit 05/22/2023 12:42:37 PM

Received by NSD/FARA Registration Unit 05/22/2023 12:42:37 PM

# Appendix
# Response to Item 9

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

1.Work with in-country team to strategize and develop thematic messaging across social media

a.Create and populate a shared social media planner for the campaign while incorporating feedback and guidance from in-country team to refine messages over time
c.Build consensus around the need for free and fair elections through regular sharing of related content on Vanguard Africa's social media accounts, as part of the organization's support of democracy across the continent

2.Develop opportunities to connect the campaign with relevant international media

a.Create opportunities for Hon. Seck to provide timely commentary on issues important to Senegal, as well as the international pro-democracy community
b.Introduce Hon. Seck to our network of relevant media professionals

3.Provide regular outreach to key international stakeholders including the U.S. Congress, relevant U.S. agencies, policy institutions, academia, and civil society

a.Plan and manage at least one Washington, DC visit to meet with stakeholders

Received by NSD/FARA Registration Unit 05/22/2023 12:42:37 PM

Received by NSD/FARA Registration Unit 05/22/2023 12:42:37 PM

**8 May 2023**

**Advancing Democracy in Senegal**

Hon. Idrissa Seck
Dakar, Senegal

Dear Hon. Seck:

Vanguard Africa and our colleagues are honored to support you and your work towards protecting democracy in Senegal. In so doing, we recognize that your efforts to defend democracy are foundational to your overall plan to produce better job opportunities, access to basic services and necessities, as well as development outcomes including improved health and education for the people of Senegal.

We have prepared a formal contract for your approval and are ready to begin work immediately.

We look forward to standing with you as you continue standing on the side of the Senegalese people.

Sincerely,

Jeffrey Smith
Vanguard Africa

Received by NSD/FARA Registration Unit 05/22/2023 12:42:37 PM

Received by NSD/FARA Registration Unit 05/22/2023 12:42:37 PM

# Contract

**Honorable Idrissa Seck ("Client")** has agreed to hire **Vanguard Africa** for the project: *Advancing Democracy in Senegal*

Pursuant to our discussions, please accept this letter of agreement to work on your behalf to advance democracy, free and fair elections, and ethical leadership in Senegal.

***Total Fees:*** **Client** agrees to pay **Vanguard Africa** a total of $17,500.00 (Seventeen Thousand Five Hundred) USD per month as the all-inclusive price to cover services outlined in the attached scope of work.

***Payment Terms:*** This engagement between **Vanguard Africa** and the **Client** will begin with an initial payment of $35,000.00 USD, accounting for the first 2 (two) months of services. The term of this contract shall be from the date signed by Hon. Seck for a period of ninety days (three months), subject to the termination and amendment provisions contained in this contract. The parties anticipate reviewing the performance of this contract during the final two weeks of its term. The purpose of the review will be to evaluate contract performance and either allow the contract to expire or renew the contract for an extended period under the same provisions or under new provisions as the parties may then determine.

Additional expenses will be pre-approved in writing by Client in consultation with client and billed separately. Work will begin when the initial $35,000 payment is received in full.

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. Consulting fees will incur a 5 (five) percent late fee for every 30 (thirty) day period past due.

**Expenses will be pre-approved in writing by the client and billed monthly 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. However, we do bill at cost for international call charges and any conference call charges. The parties will make best efforts to use cost-free international communications such as What's App and FaceTime.

Received by NSD/FARA Registration Unit 05/22/2023 12:42:37 PM

Received by NSD/FARA Registration Unit 05/22/2023 12:42:37 PM

- ***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:*** You are free at any time to expand or reduce the scope of work by notifying our management 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.

- ***Contracting:*** You agree not to hire any of **Vanguard Africa's or its subcontractors'** employees or their agents known to Client independently for the period of this agreement and two years after its completion.

- ***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 it's obligations and duties as described in this Agreement, except as caused by the Client' 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

Received by NSD/FARA Registration Unit 05/22/2023 12:42:37 PM

Received by NSD/FARA Registration Unit 05/22/2023 12:42:37 PM

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 and initial payment as outlined under payment terms. Payments may be sent by ACH or wire transfer as noted below:

**Beneficiary Bank:** PNC Bank
**Swift Code:** PNCCUS33
**Account Number:** 5349096845
**Routing Number:** 031000053
**Account Ownership:** Vanguard Africa

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**

**Date: 8 May 2023**

**Jeffrey Smith**
Principal
Vanguard Africa

**Signature:**

**Date:** 17 of May 2023

**Hon. Idrissa Seck**
Leader
Rewmi RÉEW MI.

Received by NSD/FARA Registration Unit 05/22/2023 12:42:37 PM