

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, dissemination report, copy of political propaganda 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 is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of such documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. Finally, the Attorney General transmits an annual report to the Congress on the Administration of the Act which lists the names of all agents and the nature, sources and content of the political propaganda disseminated or distributed by them. This report is available to the public.

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, D.C. 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, D.C. 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 Cohen and Woods International, Inc., 1555 Wilson Blvd., Suite 300 Arlington, VA 22209		2. Registration No. unknown 5003
3. Name of foreign principal Government of Angola	4. Principal address of foreign principal Luanda, Angola - Africa	

5. Indicate whether your foreign principal is one of the following type:

- Foreign government
- Foreign political party
- Foreign or domestic organization: If either, check one of the following:
 - Partnership
 - Corporation
 - Association
 - Committee
 - Voluntary group
 - Other (specify) _____
- Individual—State his nationality _____

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

- a) Branch or agency represented by the registrant.
Office of the President
- b) Name and title of official with whom registrant deals.
H.E. José Patricio, Ambassador of Angola to the United States

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U.S. DEPARTMENT OF JUSTICE
CRIMINAL DIVISION

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

- a) Principal address
N/A
- 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

N/A

b) Is this foreign principal

N/A

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 whole by a foreign government, foreign political party, or other foreign principal..... Yes No

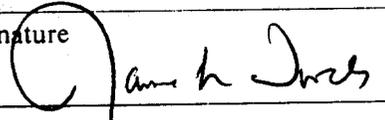
Subsidized in part by a foreign government, foreign political party, or other foreign principal..... Yes No

9. Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page may be used.)

N/A

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.

N/A

Date of Exhibit A	Name and Title	Signature
March 10, 1995	James L. Woods, Vice-President	

INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements; or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. This form shall be filed in triplicate for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

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Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, D.C. 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, D.C. 20503.

Name of Registrant Cohen and Woods International, Inc.	Name of Foreign Principal <i>5003</i> Government of Angola
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Check Appropriate Boxes:

1. The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach three copies of the contract to this exhibit.
2. There is no formal written contract between the registrant and foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach three copies of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
3. 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 the expenses, if any, to be received.

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 FEDERAL BUREAU OF INVESTIGATION
 SECTION OF CRIMINAL JUSTICE
 REGISTRATION UNIT

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

The written contract between the Government of Angola and Cohen and Woods International, Inc. sets forth the tasks to be performed by Cohen and Woods International, Inc., and the nature and method of performance may be adjusted by mutual agreement.

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

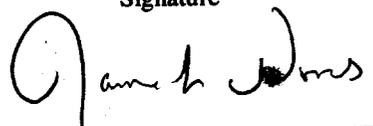
1. Analyze Angola's relationship with the United States Government and evaluate the impact of this relationship on policies toward Angola.
2. Review Angola's relationship with the American business community.
3. Review Angola's position in the major international financial institutions (i.e., The World Bank and The International Monetary Fund).
4. Provide political advice to the President of Angola and his key advisors.
5. Emphasize Angola's political commitment to peace.
6. Promote support for the process of implementation of the Lusaka Protocol, and bring significant developments in the peace process to the attention of the US officials and business communities.
7. Facilitate and nurture interactions between Angolan and U.S. political and business leadership.
8. Promote positive and abundant support to Angola from the international financial institutions.

6. 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.

See above. Also, advise the President of Angola on conduct of official relations with the U.S. Government, including Congress and the Executive Departments. Inform members of the Congress, Congressional staffs, and officials of the Executive Branch about developments in Angola. Improve relations between Angola and the American private sector, including business firms and non-governmental organizations.

Date of Exhibit B	Name and Title	Signature
March 10, 1995	James L. Woods, Vice-President	

¹Political activity as defined in Section 1(o) of the Act means the dissemination of political propaganda and any other activity which the person engaging therein believes will, or which he intends to, prevail upon, indoctrinate, convert, induce, persuade, or in any other 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.

A PROPOSAL TO PROVIDE
STRATEGIC PLANNING AND REPRESENTATIONAL ASSISTANCE
TO
THE GOVERNMENT OF ANGOLA

SUBMITTED BY
COHEN AND WOODS INTERNATIONAL, INC.
1555 WILSON BOULEVARD
SUITE 300
ARLINGTON, VA 22209

JANUARY 13, 1995

SERVICES CONTRACT

Contract made between Cohen and Woods International, Inc. at 1555 Wilson Boulevard, Suite 300, Arlington, VA 22209, USA and the Government of Angola.

ENGAGEMENT

Cohen and Woods International, Inc. is willing to be contracted and the Government of Angola is willing to contract Cohen and Woods International under the conditions set forth as follows.

Cohen and Woods International, Inc. will provide services in strategic planning and representational assistance to the Government of Angola as detailed in the "Proposal to Provide Strategic Planning and Representational Assistance" dated January 13, 1995.

This contract shall be enforceable according to the laws of the State of Virginia, USA.

COMPENSATION

The Government of Angola agrees that Cohen and Woods International, Inc. will receive as compensation for the work detailed herein a fee of \$150,000 (ONE HUNDRED FIFTY THOUSAND) US dollars total, payable by the Government of Angola in full in advance, at signature of contract.

All payments shall be wired directly to the following account:

Cohen and Woods International, Inc.
Account # 01-820-818
Riggs National Bank of Virginia
1101 Wilson Boulevard
Arlington, VA 22209

ABA Routing # 055002066

I. Introduction

Cohen and Woods International, Inc. (hereafter *Cohen and Woods*) believes that a successful strategic planning and representational program must address issues that have become obstacles to a positive relationship between Angola and the United States. The program will be based on what we believe are necessary steps to build enduring trust, confidence and mutual respect between the two governments, as well as within the concerned business and investment communities.

An effective program is not merely a "crisis management" attempt to respond to crises as they develop; there must be a coherent preemptive strategy to address important issues before they become problems.

In developing this strategy, we are cognitive of the strengths of Angola. Angola's relationships with the U.S. business community have generally been good. Angola continues to have abundant natural resources, ready to be exploited again. In the past, Angola demonstrated its ability to prosper. It is also located in the Southern African region which is developing into a democratic block with a strong market orientation.

On the other hand, Angola's historical relationship with the United States has been difficult at best. The new Republican-controlled Congress in the United States has deep suspicions. Negative factors need to be addressed with systematic, planned strategies.

Cohen and Woods has the skills necessary to help the Government of Angola define and pursue opportunities for stronger ties with the United States Government and international financial institutions. Our long and ongoing experience of Africa and of United States interests in Africa enables us to offer expert and insightful advice going well beyond ordinary representational activities.

II. The Approach

Cohen and Woods proposes to provide technical consulting advice and services to assist the Government of Angola to develop and implement a constructive strategy to better achieve its priority goals in the United States. *Cohen and Woods* will implement a program to emphasize and promote the strengths of Angola and work at overcoming obstacles to a constructive relationship between Angola and the United States, international financial institutions, and the concerned U.S. business and investment communities.

The specific proposed tasks are set forth in Section III following but may be adjusted by mutual agreement between the Government of Angola and *Cohen and Woods*.

III. Proposed Tasks

1. Analysis of Relations between the Government of Angola and the U.S.

The first element of our proposed program is to implement a thorough analysis and evaluation of Angola's current relationship with U.S. political and business leaders and with international financial institutions. The analysis and evaluation will:

- a) Analyze Angola's relationship with the United States Government and evaluate the impact of this relationship on policies towards Angola.
- b) Review Angola's relationship with the American business community.
- c) Review Angola's position in the major international financial institutions (i.e., The World Bank and The International Monetary Fund).

2. Strategic Advice and Counsel

Cohen and Woods will:

- a) Provide political advice to the President of Angola and his key advisors.
- b) Emphasize Angola's political commitment to peace.
- c) Promote support for the process of implementation of the Lusaka Protocol, and bring significant developments in the peace process to the attention of the US officials and business communities.
- d) Facilitate and nurture interactions between Angolan and U.S. political and business leadership.
- e) Promote positive and abundant support to Angola from the international financial institutions.

In accomplishing the above tasks, *Cohen and Woods* will also:

- 1) Monitor, report on and develop action plans as relevant opportunities develop in Angola and the United States.
- 2) Alert the Government of Angola to actions that could significantly benefit or undermine Angola's transition to peace.

3) Schedule meetings between Angolan Government representatives and members of the Clinton Administration, Members of Congress, federal agencies' representatives, and the business community.

IV. Reporting

Cohen and Woods will prepare a bi-monthly report on its activities for:

- The Angolan Ambassador in the U.S.
- The Office of the President of Angola.
- Other addressees as directed.

The report will include:

- All activities on behalf of the Government of Angola.
- An analysis of progress, problems and opportunities encountered in pursuit of all assigned tasks.
- Recommendations for the coming period.

This bi-monthly report is in addition to ad hoc reports and analyses generated in the conduct of Tasks 1 and 2.

V. Fees/Period of Work

The fee of Cohen and Woods International, Inc. for the above work is \$150,000 USD.

Cohen and Woods International, Inc. will be paid in advance, upon signature of the proposal. The period of work will be 12 months.

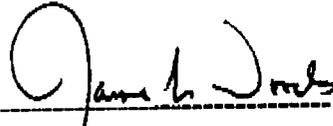
TERM

This contract is subscribed for the term of one year, renewable, beginning on the date of signature by both parties.

MODIFICATION OF CONTRACT

This contract and the attached proposal make up the complete contract between the parties. No modification is valid unless it is in writing and duly executed by both parties.

James L. Woods
For Cohen and Woods International, Inc.


Signature

1555 Wilson Boulevard, Suite 300
Arlington, VA 22209 USA
Location

13 January 1995
Date

For the Republic of Angola

Signature

Location

Date