

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 in part by a foreign government, foreign political party, or other foreign principal

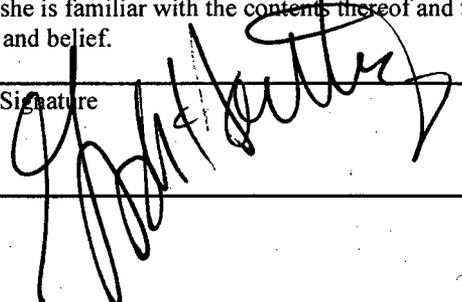
Yes No

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

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to the registration statement and 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 of Exhibit A | Name and Title | Signature |
|-------------------|---|---|
| 10-10-12 | Gregg L. Hartley, Vice Chairman and Chief Operating Officer |  |

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U.S. Department of Justice

Washington, DC 20530

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

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <http://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 Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://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: <http://www.fara.gov>.

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, Counterespionage 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

Cassidy & Associates Inc.

2. Registration No.

6139

3. Name of Foreign Principal

The Republic of Guinea-Bissau

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. Describe fully the nature and method of performance of the above indicated agreement or understanding.
The rendering of professional services utilizing experience and expertise of the registrant's employees.

Formerly CRM-155

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Revised 03/11

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

1. Act as trusted counsel to the Office of the President;
2. Foster cooperation with the United Nations and ECOWAS as a precursor to more substantive engagement on a bi-lateral basis;
3. Collect valuable intelligence and perform analysis of bi-lateral governmental perspectives on issues of importance;
4. Serve as a liaison and advocate in Washington, New York, London and Brussels;
5. Provide technical assistance in stabilizing and growing valued cashew industry, and support improved agricultural assistance at policy and farmer levels;
6. Provide strategic communications and media relations services in appropriate governmental centers; and,
7. Conduct outreach to development organizations on the country's behalf in order to secure development and humanitarian assistance from external resources

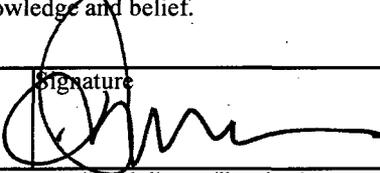
9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes No

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.

On behalf of the client engage with both the government of the United States and bodies of the United Nations regarding: recognition of the current government, credentialing of representatives of the new government, continuation of humanitarian aid and technical assistance, reinstatement of security aid technical assistance, enforcement of standards related to governance, policy development on trade and energy issues, resolving food security and fishing rights issues

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and 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 of Exhibit B | Name and Title | Signature |
|-------------------|-----------------|--|
| 10-9-12 | Robert G. Owens |  |

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

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SERVICE CONTRACT

(CASSIDY & ASSOCIATES, INC.
(THE REPUBLIC OF GUINEA-BISSAU

CASSIDY & ASSOCIATES, INC., (hereinafter referred to as "CASSIDY"), with its principal place of business at 733 10th Street, NW, Suite 400, Washington, DC, 20001, does contract with THE REPUBLIC OF GUINEA-BISSAU, (hereinafter referred to as "CLIENT") whose principal address is The Office of The President, Conselho de Estado, Bissau, Guinea-Bissau, to provide consulting services for the period of twelve (12) months, commencing October 1, 2012, and terminating on September 30, 2013, as consideration for the fee of One Hundred Twenty Thousand U.S. Dollars (\$120,000.00 USD) per month, to be paid in two installments as detailed below, plus expenses.

The first payment of Seven Hundred Twenty Thousand U.S. Dollars (\$720,000 USD) shall be due upon the execution of this agreement and followed by a payment of Seven Hundred Twenty Thousand U.S. Dollars (\$720,000 USD) on or before April 1, 2013. Funds appropriated by the United States Congress may not be used to pay for any services provided or expenses incurred under this contract. All payments shall be made to CASSIDY by direct electronic transfer to the following account: CITIBANK, N.A., CMGRP, Inc., Account Number: [REDACTED] Bank Routing Number: [REDACTED] SWIFT CODE: [REDACTED]

A statement of out-of-pocket expenses for travel and other direct charges shall be made to CLIENT by CASSIDY at the end of each month for expenses incurred during the previous month. Reimbursement for expenses shall be payable monthly. All fees to CASSIDY for services will be due and payable on the dates specified herein. It is understood that prior to CASSIDY incurring any out-of-pocket expense for international travel, approval will be requested and obtained from CLIENT.

In its capacity as a consultant, CASSIDY shall make a professional effort to assist CLIENT in pursuing its government affairs objectives as described in the scope of work attached hereto as ADDENDUM. CASSIDY, however, gives no assurances and make no representations as to the particular results of its services, or the response and timeliness of actions taken by relevant government officials and their staffs or by others.

It is understood that CASSIDY cannot undertake to verify all facts supplied to it by CLIENT or related entities or all factual matters included in materials prepared or used by CASSIDY and approved by the client or related entities. CLIENT agrees to indemnify and hold harmless CASSIDY from and against any and all losses, claims, damages, legal fees, expenses, or liabilities that CASSIDY may incur (including its participation as a third party witness in litigation against CLIENT or

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related entities) based upon information, representations, reports, data, or releases furnished or approved by CLIENT its specifically authorized representative for use or release by CASSIDY, whether or not CASSIDY prepared or participated in the preparation of such materials. However, this indemnity shall not apply to losses, claims, damages, legal fees, expenses, or liabilities related to CASSIDY's filings for lobbying activities under the Lobbying Disclosure Act or the Foreign Agents Registration Act unless based upon false representations or inaccurate information provided by CLIENT. This paragraph shall survive the termination of this agreement and shall continue to bind both parties for the term of one (1) year.

Upon the expiration of this Agreement, this contract will be automatically renewed for one (1) additional year under the same terms and conditions unless either party has indicated in writing an interest in terminating this relationship thirty (30) days prior to the expiration date. When a new Agreement is executed its terms and conditions will supersede any existing Agreement.

Neither party shall, during the term of this Agreement and for one (1) year after its termination, solicit for hire as an employee, independent consultant, or otherwise any of the other party's employees who have had direct or indirect involvement with the services provided without such other party's express written consent.

Neither party shall assign any of its rights or delegate any of its duties or obligations under this Agreement without the express written consent of the other party.

Any dispute, controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled amicably. If such dispute cannot be settled amicably, such dispute shall be settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said rules, and enforceable under the New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards. The place of arbitration will be decided by the parties. The language of the proceeding will be English. This Agreement is made under and shall be governed by the laws of the District of Columbia.

Required notices and communication related to the terms of this Agreement should be addressed to the following parties:

CASSIDY & ASSOCIATES, INC

Robert G. Owens, C.P.A., Chief Financial Officer
202 585-2310
rowens@cassidy.com

THE REPUBLIC OF GUINEA-BISSAU
His Excellency Manuel Serifo Nhamadjo
President of the Republic of Guinea-Bissau
The Office of the President
Conselho de Estado
Bissau
Guinea-Bissau

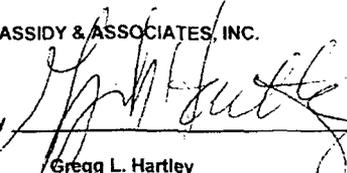
This Agreement contains the entire understanding between the parties. While CASSIDY has tendered this contract, it has done so as a matter of convenience to the parties, and it shall not be construed against either party, but shall be construed pursuant to the plain meaning on its terms. The terms of this contract may be changed only by written agreement signed by both parties.

In witness whereof the authorized representatives of CLIENT and CASSIDY do hereby execute this contract.

Date: 13 Sept 2012

CASSIDY & ASSOCIATES, INC.

By


Gregg L. Hartley
Vice Chairman & Chief Operating Officer

Date: 15.07.12

THE REPUBLIC OF GUINEA-BISSAU



REMARKS:

THIS CONTRACT IS FORCED UNDER LAW ONLY WHEN IS ATTACHED TO THE CONTRACT ATTACHMENT.

THIS CONTRACT IS FORCED UNDER LAW TO BE ACCOMPLISHED, EXCLUSIBLE WITH FINANCIAL RESOURCES TO BE FUND BY CASSIDY AND ASSOCIATE INC. IN PERCENTUAL VALUES AND GOVERNMENT OF GUINEA BISSAU.

ADDENDUM

CASSIDY & ASSOCIATES, INC.

Scope of Work

Cassidy & Associates Role

1. Act as trusted counsel to the Office of the President;
2. Foster cooperation with the United Nations and ECOWAS as a precursor to more substantive engagement on a bi-lateral basis;
3. Collect valuable intelligence and perform analysis of bi-lateral governmental perspectives on issues of importance;
4. Serve as a liaison and advocate in Washington, New York, London and Brussels;
5. Provide technical assistance in stabilizing and growing valued cashew industry, and support improved agricultural assistance at policy and farmer levels;
6. Provide strategic communications and media relations services in appropriate governmental centers; and,
7. Conduct outreach to development organizations on the country's behalf in order to secure development and humanitarian assistance from external resources.

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