

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

Conover + Gould Strategic Communications, Inc.

2. Registration No.

6205

3. Name of Foreign Principal

American University of Nigeria

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.

Conover + Gould Strategic Communications, Inc. (C+G) will disseminate information about the American University of Nigeria (AUN) to reporters and editors at newspapers, magazines, tv and radio stations and also via social media to educate those interested in education, development and community service about AUN and its activities and programs. C+G will also set up interview and meetings iwth the media, NGOs and staffers on Capitol Hill to educate them about the same. In addition, C+G will work with AUN to promote the American University of Nigeria Foundation, a US based foundation with the purpose of raising scholarship funds for youth in Nigeria to attend AUN's primary, secondary schools and college. We will do this by sending information to the media, holding press conferences when appropriate, social media and other events. AUN will pay C+G \$9000 for six months plus out-of-pocket expenses associated with our work on behalf of AUN.

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

C+G will write news releases, op-eds and letters to the editor and disseminate same to reports and editors at traditional and online news outlets, including TV and radio stations, newspapers and magazines. We will also use social media, including Facebook, Twitter, and blogs, as appropriate. C+G will se up interviews with reporters and the president of AUN and other AUN staff and faculty, and will offer advice and counsel to AUN regarding opportunities to gain exporsure for the university and educate people about the university's activities and programs through the media, as well as through meetings with NGOs, Capitol Hill staffers and others interested in development, education and community service, in general, as well as in Nigeria and Africa, in particular. C+G will also work with AUN to promote the American University of Nigeria Foundation through media, meetings, social media, press conferences and events.

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.

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
03/03/2015	Heather Conover, President	

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.



AMERICAN UNIVERSITY OF NIGERIA

98 LAMIDO ZUBAIRU WAY, YOLA BY-PASS, P.M.B 2250, YOLA, ADAMAWA STATE, NIGERIA
WWW.AUN.EDU.NG

CONSULTING SERVICES CONTRACT

This CONSULTING SERVICES CONTRACT is made this 1st day of January, 2015, between AMERICAN UNIVERSITY OF NIGERIA having its mailing address at Lamido Zubairu Way, Yola By-Pass, Yola, Adamawa State, Nigeria, (hereinafter referred to as "Client") and CONOVER + GOULD STRATEGIC COMMUNICATIONS, 3520 Connecticut Avenue, Ste. 41, Washington, DC 20008, (hereinafter referred to as "Consultant".)

- 1) **Services:** Client hereby retains Consultant to perform public relations services in support of Client's specific requests as provided in the "Statement of Work" of this Agreement (hereinafter referred to as "the Services").
- 2) **Consultant's Warranties:** Consultant represents and warrants that:
 - a. It will perform the Services in a professional manner and in accordance with the highest standards of Consultant's profession.
 - b. Consultant has and will have at all times while performing the Services hereunder a valid and legal work status.
 - c. Consultant shall, at its own expense, comply with all laws, rules, and regulations and assume all liabilities or obligations imposed by such laws, rules and regulations with respect to Consultant's performance hereunder.

Consultant represents and warrants that it will treat as Confidential any information concerning the business affairs and internal policies and procedures of Client such as internal financial controls, procurement and subcontracting policies and methods of developing bids, offers, estimates, direct and indirect costs and similar items related to contracts with governmental and private entities; and shall not disclose such information as may be imparted by Client to Consultant in the course of performing the tasks assigned, except as may be required by law.

Consultant agrees that it will not:

- Perform any act which would injure the name or impair the goodwill of Client or of its products/ services;
- Represent itself as other than a *bona fide* agency retained by Client, or imply any other *agency* relationship that does not in fact exist;
- Exert, attempt to exert, or propose to exert any improper influence to solicit or obtain contracts; nor does Consultant hold out to represent itself as being able to obtain contracts through improper influence.

3) **Payment Terms:**

A Service fee for this Statement of Work is \$9,000.00 (Nine Thousand Dollars) monthly.

From time to time during the term of this Agreement (including the period of any renewal) the Client may request in writing changes and/or additions in the statement of work or other aspects of the consultant's performance. The Consultant will notify the client in writing as to the viability of such changes within five (5) working days from such change request. The parties shall mutually agree upon the procedure involved in implementing these changes. Additional work to be undertaken by the Consultant will be reimbursed at the agreed upon hourly rate.

4) **Payment of Tax:**

The Client agrees to pay such taxes if any imposed by any state or local taxing authority on or with respect to the performance by the consultant of the services herein, **PROVIDED** that the Client shall not pay or be responsible for any taxes:

- a. Imposed or with respect to the consultant's net or gross income, capital or franchise.
- b. In the nature of employee withholding taxes or other taxes relating to the consultants personnel performing the services herein.
- c. In the nature of permits required to provide the services.
- d. Imposed by any foreign taxing jurisdiction.

5) **Period of Performance:**

This agreement shall commence on **January 1, 2015** and shall terminate on **June 30, 2015**.

6) **Project Management:** Consultant shall be responsible for the direct control and supervision of its employees and the performance of the Services. Client will define the scope of the Services to be performed and will determine the time schedules in which the Services are to be performed. Consultant agrees to follow reasonable work rules established by Client.

7) **Termination.** Either party may terminate this Agreement prior to date in by giving five **thirty (30) days'** notice to the other of its desire to terminate the Agreement.

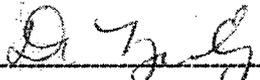
EFFECT OF TERMINATION

1. Should the Client terminate this Agreement prior to the date in section 4 above, the Client shall pay to the consultant all monies due and owing to the Consultant as at the date of such termination.
2. After receipt of Notice of Termination and except as otherwise directed by the Client, the Consultant shall:
 - i. Stop work on the date and to the extent specified in the notice of termination.
 - ii. Transfer to the Client all work in process, completed work, supplies, and other materials produced as part or acquired in respect to the performance of the work terminated by the notice of termination.
 - iii. Deliver to the Client and cause its employees to deliver to the client all materials relating to or obtained or developed in the course of performance of this Agreement.

8) **General Clauses:**

- a. Any modifications to this Agreement shall be made in writing and signed by both parties, such agreement to then become incorporated into this Agreement.
- b. Neither party shall be liable for any delays or non-performance resulting from circumstances or causes beyond its reasonable control, including, without limitation, acts or omissions or the failure to cooperate by either party (including entities or individuals under its control, or any of their respective officers, directors, employees, other personnel and agents), acts or omissions or the failure to cooperate by any third party, fires or other casualties, acts of God, strikes or labor disputes, war or other violence, or any laws, orders or requirements of any governmental agency or authority.
- c. This writing together with any Appendices or other referred documents constitutes the entire agreement between the parties hereto with respect to the subject matter hereto and merges any and all prior agreements, understandings and representations. It shall be binding upon the assigns and successors of each party.
- d. AUN will cover reasonable and approved out-of-pocket expenses incurred on its behalf in the course of executing its work

In WITNESS WHEREOF, the parties hereto have caused this Consulting Services Agreement to be executed, each by its duly authorized representative, as of the day and year first above written.



NAME: DR. MARGEE ENSIGN
TITLE: PRESIDENT of AUN
DATE:



NAME: HEATHER CONOVER *uce*
TITLE: CONSULTANT
DATE: 11/25/2014

STATEMENT OF WORK

- Working under the direction of the President of AUN, the Consultant will assume the lead role in seeking international press coverage on behalf of the University. The Consultant will identify and coordinate interview opportunities for the AUN President and other approved AUN spokespersons, leveraging their expertise, knowledge & international travel schedules.
- The targeted media will be consumer and educational outlets, print, broadcast and online.
- This international press effort may involve trips to Washington, D.C. or New York City for the Consultant who will facilitate all media interviews.
- Upon request, the Consultant will provide additional strategic communications counsel to the President keeping in mind the current limitation of agreed upon monthly hours to be provided by the Consultant to AUN.