Received by NSD/FARA Registration Unit 06/23/2022 11:14:25 AM

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
Arnold & Porter Kaye Scholer, LLP	1750

3. Name of Foreign Principal
State of Israel, Embassy

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? 06/15/2022

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

According to the terms and conditions outlined in the attached agreement letter, the Registrant will provide legal services to the Foreign Principal in connection with economic and finance matters.

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

The Registrant renders advice and assistance to the foreign principal with respect to international issues, immigration matters, and U.S. lawsuits and court decisions. The Registrant also provides advice concerning existing, proposed, and pending foreign aid, energy cooperation, tax treaties, and international trade-related legislation, regulations, and/or agreements, as well as guidance on U.S. laws, regulations, and policies relating to taxation, sanctions, asset attachment, customs, export control, banking, and economic and financial matters.

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.

The Registrant may engage in political activity on behalf of the Foreign Principal, including potentially engaging with U.S. Government Officials.

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 ☐ N/A - This statement is filed to update the registrant's agreement/contract with the foreign principal.

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

Received by NSD/FARA Registration Unit 06/23/2022 11:14:25 AM

Received by NSD/FARA Registration Unit 06/23/2022 11:14:25 AM

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 ☐ N/A - This statement is filed to update the registrant's agreement/contract with the foreign principal.

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 in connection with activity on behalf of the foreign principal or transmitted monies to the foreign principal?

Yes ☐ No ☐ N/A - This statement is filed to update the registrant's agreement/contract with the foreign principal.

If yes, set forth below in the required detail and separately an account of such monies, including monies transmitted, if any.

Date	Recipient	Purpose	Amount

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 06/23/2022 11:14:25 AM

Received by NSD/FARA Registration Unit 06/23/2022 11:14:25 AM

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
06/23/2022	Dorothy Ames Jeffress	/s/Dorothy Ames Jeffress

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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
June 23, 2022	Dorothy Ames Jeffress	

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Received by NSD/FARA Registration Unit 06/23/2022 11:14:25 AM

Arnold & Porter

Paul S. Berger
Paul.Berger@arnoldporter.com

202.942.5784
202.942.5999 Fax

June 15, 2022

VIA EMAIL

Mr. Gil Cohen, Deputy Accountant General
Ministry of Finance
Jerusalem, ISRAEL

Re: 2022 Retainer Agreement for the Economic Office

Dear Mr. Cohen:

We are very pleased that the Economic Office of the Embassy of Israel (the "Embassy"), has engaged Arnold & Porter (the "Firm") to provide legal services to it in connection with economic and finance matters. The purpose of this letter is to set forth our mutual understanding as to the terms of this Agreement and the basis on which our fees and related expenses will be charged with respect to the above-mentioned engagement.

1. Term, Termination and Non-Exclusivity

This engagement letter will have an effective date of July 1, 2022 and expire on December 31, 2022; *provided, however,* that the MOF may, in its discretion, renew or extend the term of this engagement letter to such date as it may determine. Notwithstanding the foregoing, this engagement letter may be terminated by either party at any time, by written notice to the other party. Upon termination or expiration of this engagement letter, neither party shall have any further obligation hereunder, except for payment for services rendered prior to the date of termination or expiration, and except for the obligations of an attorney to a former client under applicable laws and Rules of Professional Conduct.

This engagement letter is non-exclusive. The Firm acknowledges and agrees that the MOF may, in its sole discretion, use other counsel for any legal services as the MOF may determine, including any services that are otherwise covered by this engagement letter.

2. Fee Calculation

The Firm will charge the Embassy for our legal and monitory services on the basis of a retainer in the amount of $6,000 per month. We will review periodically with

Received by NSD/FARA Registration Unit 06/23/2022 11:14:25 AM

Received by NSD/FARA Registration Unit 06/23/2022 11:14:25 AM

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the Embassy our actual cost experience for providing the services under this Agreement, especially during the first few months of the retainer. Based upon that review, we would consult with the Embassy to examine whether any adjustments of the services performed or of the monthly retainer amount, upward or downward, would be appropriate taking into consideration any budgetary restraints on behalf of the Embassy.

3. Special or Separate Projects

For special or separate projects that are outside the scope of the retainer, if given to us to conduct and advance approval is received for us to conduct and be compensated for such project, we would charge you at our usual and customary hourly rates in effect at the time, less a ten percent discount, exclusive of expenses.

4. Reimbursement for Expenses

The Embassy shall reimburse the Firm for reasonable expenses expended by the Firm in performance of its services, not to exceed $8,000 for the period of one year, unless otherwise approved. The said out-of-pocket expenses will include, but are not limited to, domestic travel and transportation expenses (including subsistence expenses while on travel); charges for long distance telephone calls; overtime secretarial charges which were prior approved; express delivery and postage charges; duplicating charges; and any special computer, data-processing or similar expenses that are beyond the capacity of the Firm's existing system. It is understood that the Firm's international travel will have to be approved by the Economic Minister prior to its execution. Any such travel so approved will be reimbursed to us and will not be subject to the $8,000 cap. We will bill you at cost for charges paid to third parties, and charges for internal services will be billed at the Firm's usual and customary rates for such services.

Although we do not currently contemplate taking such action, we would not contract with any consultants outside the Firm without the prior approval of the Embassy.

5. Statements for Fees and Expenses

On a regular basis, generally every month, the Firm will send you a statement covering our fee charges and expenses, providing all such reasonable back-up documentation. All such statements are due and payable within 30 days following your receipt of them.

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Received by NSD/FARA Registration Unit 06/23/2022 11:14:25 AM

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If you have any questions about the terms of the engagement as described above, I hope you will feel free to raise them with me as soon as possible and, during the course of the engagement, I would hope that you will feel equally free to raise promptly with me any questions you have about our statements. If the terms of the engagement are acceptable to you, I would appreciate it if you would sign and return to me a copy of this letter, evidencing the agreement to these terms.

Once again, let me say how pleased we are that you have engaged Arnold & Porter in this matter.

Sincerely yours,

ARNOLD & PORTER

Paul S. Berger

By: Paul S. Berger

ACCEPTED AND AGREED TO:
MINISTRY OF FINANCE OF THE GOVERNMENT OF ISRAEL

By: Gil Cohen
Senior Deputy Accountant General

NAME:
TITLE:

Date

Victoria Selin

NAME: Senior Comptroller
TITLE: Department of the Accountant General

Date

Received by NSD/FARA Registration Unit 06/23/2022 11:14:25 AM