

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

Crowell & Moring International, Ltd.

2. Registration Number

3988

3. Name of Foreign Principal

the International Trade Administration, Ministry of Economic Affairs of the Republic of China ("TITA")

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? 09/22/2023
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Registrant will advise and consult with the foreign principal on trade and economic development in the United States, including the development and implementation of plans for the comprehensive conduct of trade relations with the Government of the United States.

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

Registrant will provide comprehensive trade and economic consulting services to the Ministry of Economic Affairs of the Republic of China. This will include trade policy and analytical studies, negotiating strategies, and lobbying. Activities may also include research and the preparation and dissemination of letters, memoranda, lectures and speeches to public officials, and government agencies.

10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act¹.

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.

Registrant will provide the foreign principal with consulting services and engage in activities directed toward U.S. government agencies. Meetings with U.S. government officials will be scheduled, and letters, memoranda, lectures and speeches may be prepared as part of registrant's efforts to establish plans for the comprehensive conduct of trade relations between Taiwan and the United States.

11. Prior to the date of registration² 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
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12. During the period beginning 60 days prior to the obligation to register³ 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
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13. During the period beginning 60 days prior to the obligation to register⁴ 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 ☐ 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	Recipient	Purpose	Amount/Thing of Value
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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.

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

12/21/2023Kathryn Clemans/s/Kathryn Clemans

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.

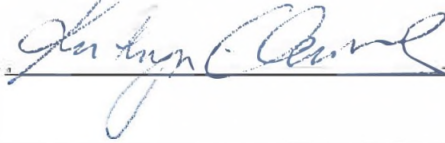
Date

Printed Name

Signature

December 21 2023

Kathryn Clemans



September 22, 2023

CONSULTING AGREEMENT

This document shall serve as an agreement (the "Agreement") between the Ministry of Economic Affairs of the Republic of China, and Crowell and Moring International LLC (hereinafter referred to, individually as "MOEA" and "C&M International" consulting firm respectively, or collectively as "Parties"), regarding the engagement by which C&M International will provide MOEA with consulting and advisory services as set forth in this Agreement.

1. Retention. C&M International's client under the Agreement will be MOEA, for which the Economic Division of the Taipei Economic and Cultural Representative Office ("TECRO") may act in Washington, D.C., U.S.A.
2. Performance conditions. C&M International shall provide the professional services indicated in the attached Annex: Scope of Work for the training of MOEA officials. Should there be any modifications to the services provided, C&M International shall discuss with the Economic Division of the Taiwan Economic and Cultural Representative Office (TECRO) and reach agreement in advance.
3. Performance representation. C&M International represents that it is properly experienced, properly qualified, registered, licensed, equipped, organized, and financed to perform the Services in compliance with the terms of this Agreement.
4. Fees and Expenses.
 - a. MOEA shall pay C&M International a fee at a rate of \$100,000 for services provided in accordance with the timeline indicated in the attached Annex: Scope of Work. Payments will be made according to the following schedule of three equal payments: 1) \$33,333.33 invoiced by September 29, 2023 to request payment; an additional \$33,333.33 invoiced by October 30, 2023 to request payment; and the final \$33,333.34 invoiced by November 30, 2023 to request payment.
 - b. C&M International shall provide an invoice with a description of the services provided. For the final invoice, C&M International shall provide a description of the services provided in the virtual and in-person course, as well as a final evaluation of each student.
5. Term. The term of this Agreement shall be from the date the tender is awarded through December 31, 2023 or the completion of the in-person portion of the training courses, whichever comes first.
6. Relationship.
 - a. The parties have entered this Agreement as independent contractors, and no principal-agent or other relationship is created hereby. Each party is authorized to disclose this Agreement as such party may deem necessary or appropriate to comply with applicable laws, rules or government orders.
 - b. C&M International hereby agrees for itself, and on behalf of its officers, directors, employees, and agents, that it will use its best efforts to maintain the confidentiality of all non-public information regarding MOEA in connection with the performance of services to be provided by the firm hereunder specified; however, that C&M International may disclose information as required by law or by judicial, administrative or Congressional process so long as C&M International shall provide MOEA reasonable advance notice of disclosure pursuant to such process.
 - c. During the term of this Agreement, C&M International will not enter the employ of or contract with the government of the 'People's Republic of China' or any entity of the government of the 'People's Republic of China.' Furthermore, C&M International and MOEA recognize the need to avoid conflict between C&M International's activities on behalf of its other clients and the interest of MOEA (including MOEA's interest in not having C&M International enter the employ of or contract with people or entities which, although not the government of the 'People's Republic of China' or an entity of the 'People's Republic of China', are controlled by the government of or an entity of the 'People's Republic of China'), as well as a conflict between C&M International's activities on behalf

of MOEA and the interests of C&M International's other clients. C&M International and MOEA each agrees to identify any such potential conflict at the earliest possible opportunity and to bring the matter to the attention of the other party.

7. Legal Advice. C&M International is not engaged in the practice of law, and will not provide legal advice or services to MOEA. MOEA will not be treated as a client of its affiliated law firm, Crowell & Moring LLP, nor is Crowell & Moring LLP a party to this Agreement. Crowell & Moring LLP attorneys may from time to time be asked to assist in providing advice, but will do so in a non-legal capacity only. Thus, the attorney-client privilege, conflict of interest and other professional ethics provisions applicable only to lawyers and their clients do not apply to the relationship established by this Agreement. In this regard, MOEA agrees to not assert a conflict of interest or a potential conflict of interest in the event Crowell & Moring LLP represents a client adverse to MOEA. Should matters arise requiring legal counsel, MOEA may select whatever counsel it desires. If Crowell & Moring LLP is retained as legal counsel for MOEA, a separate retention agreement is required.

9. Governing Law. The terms and provisions of this Agreement shall be interpreted in accordance with, and governed by, the laws of the District of Columbia and the United States of America, without giving effect to conflict of laws principles.

CROWELL & MORING INTERNATIONAL LLC

MINISTRY OF ECONOMIC AFFAIRS (MOEA),
GOVERNMENT OF THE REPUBLIC OF CHINA

By: _____

By: _____

Patricia Wu
Vice President and Managing Director
C&M International LLC

Mei-Hua Wang
Minister
Ministry of Economic Affairs (MOEA)

Date: _____

Date: _____