Received by NSD/FARA Registration Unit 03/16/2022 5:46:12 PM

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 |
|---|---|
| Representative of German Industry and Trade | 4274 |

3. Name of Foreign Principal

Federation of German Industries (Bundesverband der Deutschen Industrie, BDI)

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? 06/18/2022

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

BDI agrees to jointly maintain RGIT with the Association of German Chambers of Commerce and Industry (DIHK). BDI agrees to provide 50% of the funding for RGIT.



Received by NSD/FARA Registration Unit 03/16/2022 5:46:12 PM

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

Activities include meetings with US business, participation in conferences and events, meetings and written submissions to the US government, distribution of documents and press releases, appointments for visitors from Germany and mirror activities in the Federal Republic of Germany.

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.

See Appendix for Response

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 03/16/2022 5:46:12 PM

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 03/16/2022 5:46:12 PM

Received by NSD/FARA Registration Unit 03/16/2022 5:46:12 PM

## 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 |
|---|---|---|
| 03/16/2022 | Christoph Schemionek | /s/Christoph Schemionek |
| 03/16/2022 | Caitlin Hickey | /s/Caitlin Hickey |
| | | |
| | | |

Received by NSD/FARA Registration Unit 03/16/2022 5:46:12 PM

Received by NSD/FARA Registration Unit 03/16/2022 5:46:12 PM

## 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 |
|---|---|---|
| 3/15/2022 | CHRISTOPH SCHEMIONEK | Schemionek |
| 3/15/2022 | CAITLIN HICKEY | Caitlin Hickey |
| | | |
| | | |

Received by NSD/FARA Registration Unit 03/16/2022 5:46:12 PM

Received by NSD/FARA Registration Unit 03/16/2022 5:46:12 PM

# Appendix
# Response to Item 10

**Item 10: Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act. 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 primary objective of the office is to inform US contacts, primarily US industry, about activities and views of German business. The US government occasionally is approached on issues concerning international trade or investment, e.g. non tariff barriers, avoidance of double taxation, import restrictions, policies on foreign investment, export promotion or controls and the like. While the individual issues change, the policy is to contribute to maintaining an open international trade and investment climate. This is done through personal conversation with or submission of written materials to members or committees of Congress, federal regulatory agencies, or executive branch officials.

Received by NSD/FARA Registration Unit 03/16/2022 5:46:12 PM

Received by NSD/FARA Registration Unit 03/16/2022 5:46:12 PM

STATE OF OREGON )
) ss:
COUNTY OF MULTNOMAH )

***Certificate of Accuracy***

Lois M. Feuerle, being duly sworn, does depose and say:

1. That she made the attached English translation of the annexed German document, to wit, the 2-page *Vereinbarung zwischen dem Bundesverband der Deutschen Industrie e.V. (BDI) und dem Representative of German Industry and Trade ("RGIT"),* signed in Berlin on *18.06.2021* as dated in the original, and in Washington on *14.06.2021* as dated in the original.

2. That to the best of her knowledge, ability and belief, this translation into English is a true, accurate and complete translation of the copies of the two German documents that were provided to her.

3. That she is thoroughly fluent in both the German and the English languages, by virtue of – as to the German language – thirteen years of study, including university, graduate school and other study in both Germany and Austria, culminating in a doctorate in Germanic Languages and Literatures, as well as extended residence and employment in Germany and Austria, in addition to 30 years experience as a professional translator and 10 years experience teaching German translation, in addition to possessing full skills in English as her mother tongue.

4. That in 1991 she took and passed the German-to-English translation examination administered by the American Translators Association (ATA) and has since that date fulfilled all requirements necessary to continue and maintain her ATA certification for German-to-English translation in full force and effect for the entire 30 years since her original certification.

Lois M. Feuerle
Certification # 5986

Subscribed and sworn before me on this
2 th day of September 2021.

NOTARY PUBLIC

OFFICIAL STAMP
TERESA MARLENE HORIE
NOTARY PUBLIC - OREGON
COMMISSION NO. 1007505
MY COMMISSION EXPIRES JANUARY 24, 2025

American Translators Association
atia
Lois M. Feuerle
German into English
Certification #5986
Certified Translator
Verify at www.atanet.org/verify

Received by NSD/FARA Registration Unit 03/16/2022 5:46:12 PM

Received by NSD/FARA Registration Unit 03/16/2022 5:46:12 PM

**Agreement**

between

The Federation of German Industries (BDI)

and

The Representative of German Industry and Trade ("RGIT")

## Preamble

Since August 1988 the Federation of German Industries [*Bundesverband der Deutschen Industrie e.V.*] (BDI) and the Association of German Chambers of Industry and Commerce [*Deutscher Industrie- und Handelskammertag e.V.*] (DIHK) have jointly maintained the RGIT in Washington [DC]. In past years the [German] Federal Ministry for Economic Affairs and Energy [*Bundeswirtschaftsministerium*] (BMWi) co-financed this office by approximately 49%, and BDI and DIHK half of the remaining amount respectively. The BMWi has decided to discontinue the financial support for the RGIT in its previous form effective as of fiscal year 2021.

Consequently, commencing with 2021, the RGIT in reduced form will be borne jointly by DHIK and BDI. Funding will be provided by the two associations at 50% each.

## § 1 Annual Financial Contribution

BDI' s annual financial contribution shall amount to up to EUR 400 000.

## § 2 Disbursement and Reporting

Following the signing of this Agreement the contribution pursuant to § 1 shall be transferred to RGIT in 4 quarterly installments.

RGIT shall provide its local profit and loss statement to BDI quarterly by the 15th of the following month. A budget for the following year is to be prepared by September 30, on the basis of which the amount of the financial contribution will be determined for the following year.

The audited and certified local annual financial statement is to be submitted to BDI by March 31st of the following year.

## § 3 Notices

All legal and other notices (hereinafter collectively referred to as "Notices") in connection with this financial contribution must be in writing.

Received by NSD/FARA Registration Unit 03/16/2022 5:46:12 PM

Received by NSD/FARA Registration Unit 03/16/2022 5:46:12 PM



**§ 4 Severability Clause**

Should provisions of this Agreement be, or become, invalid or void, or if provisions of this Agreement are, or become unfeasible, the validity and feasibility of the remaining provisions shall not be affected. In the place of the invalid, void or unfeasible provision the Parties shall agree upon a provision that within the framework of what is legally possible comes closest to what the Parties had intended according to the sense and purpose of the omitted provision. The same shall apply if there are gaps in the contract.

**§ 5 Duration and Notice Period**

This Agreement is for an indefinite period. Terminating this Agreement is possible at the end of a calendar year and with written declaration one year in advance.

**§ 6 Venue and Writing Requirement**

(1) This Agreement shall be governed by German law. Berlin shall be the sole legal venue for all disputes arising out of or in connection with this Agreement,

(2) Modifications and additions as well as the cancellation of this Agreement, or of individual provisions of this Agreement, including the writing requirement clause, must be in writing unless a stricter form is required by law.

Fur den BDI

[handwritten:
Berlin, June 18, 2021]
Place, Date

[signature]_____
Dr. Joachim Lang
Managing Director and
Member of the Board

[signature]_____
Wolfgang Niedermark
Member of the Management Board

For RGIT

[handwritten:
Washington, June 14, 2021]
Place, Date

[signature]_____
Dr. Christoph Schemionek
Acting CEO & President

[signature]_____
Caitlin Hickey
Director Government Relations and
Legal Affairs

Received by NSD/FARA Registration Unit 03/16/2022 5:46:12 PM

Received by NSD/FARA Registration Unit 03/16/2022 5:46:12 PM

**Vereinbarung**

zwischen

dem Bundesverband der Deutschen Industrie e. V. (BDI)

und

dem Representative of German Industry and Trade („RGIT")

**Präambel**

Seit August 1988 betreiben BDI und DIHK gemeinsam das RGIT in Washington. Das Bundeswirtschaftsministerium (BMWi) hat dies in den vergangenen Jahren mit rund 49 Prozent mitfinanziert, BDI und DIHK entsprechend die Hälfte des verbliebenen Betrags. Das BMWi hat sich dazu entschieden, die finanzielle Förderung des RGIT in der bisherigen Form mit Wirkung zum Haushaltsjahr 2021 einzustellen.

Daher wird das RGIT in Washington ab 2021 in reduzierter Struktur gemeinsam von DIHK und BDI getragen. Die Finanzierung erfolgt zu jeweils 50 % durch die beiden Verbände.

**§ 1 Jährlicher Finanzierungsbeitrag**

Der jährliche Finanzierungsbeitrag des BDI beträgt bis zu 400.000 Euro.

**§ 2 Auszahlung und Reporting**

Der Beitrag gemäß § 1 wird quartalsweise in 4 Raten nach Unterzeichnung dieser Vereinbarung an das RGIT überwiesen.

Das RGIT stellt dem BDI quartalsweise bis zum 15. des Folgemonats die lokale Gewinn- und Verlustrechnung zur Verfügung. Bis zum 30.09. eines Jahres ist ein Wirtschaftsplan für das Folgejahr zu erstellen, auf dessen Basis die Höhe Finanzierungsbetrages des Folgejahres festgelegt wird.

Bis zum 31. März des Folgejahres ist dem BDI der lokale geprüfte und testierte Jahresabschluss vorzulegen.

**§ 3 Mitteilungen**

Alle rechtsgeschäftlichen Erklärungen und andere Mitteilungen (im Folgenden zusammenfassend als „Mitteilungen" bezeichnet) im Zusammenhang mit des Finanzierungsbeitrages bedürfen der Schriftform.

Received by NSD/FARA Registration Unit 03/16/2022 5:46:12 PM

Received by NSD/FARA Registration Unit 03/16/2022 5:46:12 PM



**§ 4 Salvatorische Klausel**

Sollten Bestimmungen dieses Vertrags unwirksam oder nichtig sein oder werden, oder sollten Bestimmungen dieses Vertrages undurchführbar sein oder werden, wird dadurch die Wirksamkeit und Durchführbarkeit der übrigen Bestimmungen nicht berührt. Anstelle der unwirksamen, nichtigen oder undurchführbaren Bestimmung werden die Parteien eine Bestimmung vereinbaren, die im Rahmen des rechtlich Möglichen wirtschaftlich dem am nächsten kommt, was die Parteien nach dem Sinn und Zweck der entfallenen Bestimmung gewollt haben. Entsprechendes gilt, wenn sich Vertragslücken herausstellen sollten.

**§ 5 Laufzeit und Kündigungsfristen**

Diese Vereinbarung wird auf unbestimmte Zeit abgeschlossen. Die Kündigung ist zum Ablauf eines Kalenderjahres und mit schriftlicher Erklärung ein Jahr vorher möglich.

**§ 6 Gerichtsstand und Schriftform**

(1) Diese Vereinbarung unterliegt dem deutschen Recht. Ausschließlicher Gerichtsstand für alle sich aus oder im Zusammenhang mit dieser Vereinbarung ergebenden Streitigkeiten ist Berlin.

(2) Änderungen und Ergänzungen sowie die Aufhebung dieses Vertrages oder einzelner Bestimmungen dieses Vertrages einschließlich dieser Schriftformklausel bedürfen der Schriftform, soweit nicht gesetzlich eine strengere Form zwingend vorgeschrieben ist.

**Für den BDI**

Berlin, 18.06.2021
Ort, Datum

Dr. Joachim Lang
Hauptgeschäftsführer und
Mitglied des Präsidiums

Wolfgang Niedermark
Mitglied der Hauptgeschäfts-
führung

**Für das RGIT**

Washington, 14.06.2021
Ort, Datum

Schemionek

Dr. Christoph Schemionek
Acting CEO & President

Caitlin Hickey
Director Government Relations and
Legal Affairs

Received by NSD/FARA Registration Unit 03/16/2022 5:46:12 PM