U.S. Department of Justice
Washington, DC 20530

Amendment to Registration Statement

Pursuant to the Foreign Agents Registration Act of 1938, as amended

OMB NO. 1124-0003

Privacy Act Statement. The filing of this document is required by 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 this 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 1.5 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	2. Registration No.
Independent Diplomat, Inc.	5860

3. This amendment is filed to accomplish the following indicated purpose or purposes:

- ☐ To give a 10-day notice of change in information as required by Section 2(b) of the Act.
- ☐ To correct a deficiency in
  - ☐ Initial Statement
  - ☐ Supplemental Statement for the period ending _____
  - ☐ Other purpose *(specify)*: _____
- ☒ To give notice of change in an exhibit previously filed.

4. If this amendment requires the filing of a document or documents, please list -

- ID contract with the Government of the Republic of Somaliland

5. Each item checked above must be explained below in full detail together with, where appropriate, specific reference to and identity of the item in the registration statement to which it pertains. *(If space is insufficient, a full insert page must be used.)*

ID renewed its contract with the Government of the Republic of Somaliland for an additional two year term.

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EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swear(s) or affirm(s) under penalty of perjury that he/she has (they have) read the information set forth in this registration statement and the attached exhibits and that he/she is (they are) familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her (their) knowledge and belief, except that the undersigned make(s) no representation as to the truth or accuracy of the information contained in the attached Short Form Registration Statement(s), if any, insofar as such information is not within his/her (their) personal knowledge.

(Date of signature)	(Type or print name under each signature[1])
28 may 2009	Jennifer A. Lake
28 May 2009.	Carne Ross
28 May 2009	Susanna P. Emmet

1 This statement shall be signed by the individual agent, if the registrant is an individual, or by a majority of those partners, officers, directors or persons performing similar functions, if the registrant is an organization, except that the organization can, by power of attorney, authorize one or more individuals to execute this statement on its behalf.

Independent Diplomat

the diplomatic advisory group

THIS AGREEMENT dated ..... 14 March 2009

BETWEEN:

1 Independent Diplomat Inc 333 Seventh Avenue, 14th Floor, New York, New York 10001 ("ID")

2 The Government of the Republic of Somaliland, Hargeisa, Somaliland (the "Client")

WHEREAS:

(a) ID is an independent non-profit organisation established in order to resolve or prevent conflict by offering advice and assistance in diplomacy and foreign policy to marginalised governments and political groups. It is not connected to any government international organisation or any other body; and

(b) In reliance upon that skill, knowledge and experience, the Client wishes to engage ID to provide services to it and ID has agreed to accept the engagement on the terms set out below.

IT IS HEREBY AGREED AS FOLLOWS:

1. The Client has offered and ID has accepted engagement, on the terms set out in this Agreement, to provide advisory services to the Client as set out in the schedule attached hereto (the "Services").

2. ID shall provide the Services to the Client from 1 January 2009 ("the Commencement Date") for a fixed period of 24 months, terminating on 31 December 2010 ("the Term") unless terminated prior thereto pursuant to the terms of this Agreement.

3. The Client shall pay an annual fee of USD $10,000 to ID, in consideration of the Services provided by ID and as a contribution to the costs to ID of providing the Services, which shall be for a maximum of 100 consultancy days. The Client also

agrees that ID may seek project funding from Somaliland diaspora organizations, individual diaspora donors and companies investing in Somaliland to make up the shortfall. In addition, the Client shall pay all travel expenses incurred in delivery of the Services ("the Expenses"), including economy class travel tickets, local transport, accommodation and meals up to a maximum of USD $10,000 per annum.

4. Fees will be billed at the commencement of the contract, and biannually thereafter. Expenses will be billed biannually.

5. All invoices shall be paid within 15 days from the date of the invoice, any late payment shall entitle ID to terminate this Agreement, if not already terminated, by giving the Client 7 days notice in writing.

6. During the period of this Agreement, ID may accept and perform engagements for other clients, which do not impinge upon its ability to provide the Services.

7. ID warrants and represents to the Client that it is an independent contractor and as such bears sole responsibility for the payment of any form of tax levied by the government of the United States which may be found due from it in relation to any payments or arrangements made under this Agreement. Any other taxes incurred in relation to payments or arrangements made under this Agreement shall be solely for the account of the Client.

8. The Client shall notify ID of the individual(s) within the Client to whom ID shall report and/or be the contact(s) for ID with the Client. The identities of such persons may vary during the course of the Term.

9. ID shall not nor shall any of its employees, agents or sub-contractors disclose or use or cause to be disclosed or used at any time during or subsequent to this Agreement, any secret or confidential information of the Client or any other information relating to the financial or other affairs of the Client, except as

required by the Client in connection with ID's performance of the Agreement or as required by law. Subject, however, to ID's right to publicize its work including the existence of this Agreement, which ID may only do without revealing any confidential information.

10. The Client may by written notice terminate this Agreement if:

a. ID shall have been in breach of any term of this Agreement which, in the case of a breach capable of remedy, shall not have been remedied by ID within 7 days of receipt by ID of a written notice from the Client specifying the breach and requiring its remedy;

b. ID shall have refused or failed within a reasonable time to provide any one or more of the Services after being instructed in writing by the Client to do so; or

c. ID shall have conducted itself in any manner which, in the opinion of the Client has brought or is likely to bring either the Client into disrepute or has or is likely to impair ID's ability to provide any of the Services to the Client or to do so in any manner or at any time which the Client shall reasonably have required of them.

11. ID shall not be liable for any loss, damages, expenses of whatsoever nature or kind suffered by the Client, their servants, agents, employees or contractors arising out of ID's performance of this Agreement.

12. The Client shall be solely responsible for the costs, expenses and fees of any third party contractors that the Client requests ID to employ to provide services to the Client which do not fall within the Services.

13. ID may terminate this Agreement by 7 days notice in writing to the Client in relation to:

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a. the Client or those for which it is responsible acts as an aggressor in armed conflict, engages in systematic human rights abuses or otherwise acts in serious contravention of international law; or

b. the Client or those for whom it is responsible seeks by any means whatsoever to compromise or undermine the status of ID as a politically neutral independent facilitator; or

c. any breach by the Client of the terms of this Agreement.

14. This Agreement contains the entire agreement of the parties. It may not be changed by oral agreement but only in writing.

15. Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration by a sole arbitrator in accord with the Rules of the London Court of Arbitration, which Rules are deemed to be incorporated by reference into this clause. The seat or legal place of arbitration shall be New York and the language of the proceedings shall be English. The Agreement shall be governed by New York law, excluding its conflict of laws rules.

16. Any notice to be given under this Agreement shall be in writing and will be deemed to be sufficiently served by one party on the other if it is either delivered personally or is sent by facsimile or is sent by email and addressed to the party to whom it is to be given.

IN WITNESS whereof this Agreement has been executed on the day first before written by the undersigned persons who are duly authorised by the respective party.

For the Client

By THE FOREIGN MINISTER OF SOMALILAND Signed .....

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For ID

By

Signed Carne Ross

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SERVICES

1. Independent Diplomat (ID) will provide information on and analysis of Somaliland's diplomatic situation, for example, at the UN Security Council, African Union, Somalia Contact Group and European Union, and advice on diplomatic strategy, to achieve the goals of the Client.

2. ID will additionally offer assistance with diplomatic tools and techniques, including the preparation of major diplomatic communications (letters to the UN Security Council, for instance), preparation for international visits and diplomatic meetings, and assistance with the drafting of speeches.

3. Advice will be provided and support offered both proactively by ID and in response to specific requests from the Client.

4. The Client agrees to provide security and transport during ID visits to Somaliland.

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Notes on Independent Diplomat's Services

1. All of ID's clients must have been assessed positively against ID's ethical criteria, which are commitment to democratic, accountable, transparent and corruption-free government; protection of human rights; and respect for international law. Independent Diplomat's advice will always be within the framework of international law and accepted human rights norms and ID will not condone or advocate the use of violence or abuse of human rights.

2. Independent Diplomat's purpose is to assist in the prevention and resolution of conflict. It does not in any way seek to get involved in political activity or to produce specific political outcomes but to assist its clients in seeking peaceful resolution to their needs. ID does not wish to be party-political in the countries in which it operates and seeks to serve the best interests of the country as a whole.

3. ID does not act as an advocate for individuals or organisations or their programmes or for any political or ideological point of view, and is a politically neutral independent facilitator.

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