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U.S. Department of Justice

Washington, DC 20530

OMB No. 1124-0004; Expires April 30, 2017

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	2. Registration No.
Independent Diplomat, Inc	5860

3. Name of Foreign Principal

The Republic of the Marshall Islands

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.

Independent Diplomat provides advice and assistance to the Republic of the Marshall Islands (RMI), including in its role as leader of the High Ambition Coalition*, in relation to diplomatic strategy and the conduct of its foreign relations, particularly on its climate change negotiations. The services provided cover a wide range of government and institutions and are not limited to or focused on the US Government.

*The High Ambition Coalition (HAC) is currently comprised of 35 governments, including the United States Government.

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

Staff members provide advice and assistance to the Republic of the Marshall Islands on diplomatic communications and negotiations strategy and technique. Please note that only a small percentage of the work covered by the contract is anticipated to be covered by FARA.

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.

ID may solicit views of the US Government in meetings with key US officials to gather their views. ID will inform the Republic of the Marshall Islands of this information and, on that basis, advise the Government on how best to tailor its approach to the US Government.

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
9/29/2016	Mark Koenig, COO	/s/ Mark Koenig

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.

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REPUBLIC OF THE MARSHALL ISLANDS
MINISTRY OF FOREIGN AFFAIRS
PO BOX 1349
MAJURO, MARSHALL ISLANDS 96960

THIS AGREEMENT, dated 1 January 2016,

BETWEEN:

INDEPENDENT DIPLOMAT, INC. of 45 East 20th Street, 6th Floor, New York, New York 10003 ("ID")

and

THE GOVERNMENT OF THE REPUBLIC OF THE MARSHALL ISLANDS ("the RMI").

WHEREAS:

ID is an independent non-profit organisation established in order to provide advice and practical assistance in diplomacy and foreign policy to governments and political groups; and

In reliance upon that skill, knowledge and experience, the RMI 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 RMI has offered and ID has accepted engagement, on the terms set out in this Agreement, to provide advisory services to the RMI, as set out in Annex I ("the Services").

2. ID shall provide the Services to the RMI from 1 January 2016 ("the Commencement Date") for a fixed period of 12 months terminating on 31 December 2016 ("the Term"), unless terminated prior.

3. In consideration for the work ID has done to date, and with a view to covering ID's full costs in providing the Services for the term of the Agreement, the RMI agrees to work cooperatively with ID to identify, pursue and support continuity of project funding from a variety of sources, including by making Ministers and other government representatives available, as appropriate, to support the presentation of funding proposals to potential donors and to provide feedback to existing donors.

4. In the event that significant project funding does not become available to ID by 30 June 2016 to enable ID to continue to provide the Services, or if previously secured funding is withdrawn, ID and the RMI agree to review immediately the terms of this Agreement, and the continuation of work under this Agreement shall be at ID's discretion.

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

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6. ID warrants and represents to the RMI 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 of America that 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 RMI.

7. ID and RMI agree that ID shall report to, and channel its advice and assistance to RMI through, and under the direction of, the Secretary of the Ministry of Foreign Affairs and the Ambassador for Climate Change, or their designee(s) within the RMI Government. RMI's primary contact point for ID's performance of this Agreement shall be ID's Director for Climate Change & Natural Resources. The primary contact point(s) may be varied during the course of the Term of the Agreement by the mutual agreement of ID and RMI.

8. 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 RMI or any other information relating to the financial or other affairs of the RMI, except as required by the RMI in connection with ID's performance of the Agreement or as required by law. Without revealing any confidential information, ID may, in consultation with the RMI, publicise its work during the existence of this Agreement.

9. The RMI 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 RMI 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 RMI to do so; or

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

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

11. ID may terminate this Agreement by 30-days' notice in writing to the RMI in relation to:

a) the RMI or those for which it is responsible promote unlawful armed conflict, engage in systematic human rights abuses or otherwise act in serious contravention of international law;

b) the RMI or those for whom it is responsible seek by any means to compromise or undermine the status of ID as a politically neutral independent facilitator; or

c) any breach by the RMI of the terms of this Agreement.

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12. This Agreement contains the entire agreement between the parties. It may not be changed by oral agreement, but only in writing.

13. 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 before a sole arbitrator in accordance with the Rules of the ICC International Court of Arbitration. The seat, or legal place, of arbitration shall be New York, New York, USA, and the language of the proceedings shall be English. The contract shall be governed by New York law, excluding its conflicts of laws rules.

14. 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 RMI

By Bruce Kijiner
Permanent Secretary, Ministry of Foreign Affairs
Republic of the Marshall Islands

Signed: .....

Date: 27 July 2016

For ID

By Carne Ross, Executive Director

Signed: Carne Ross

Date: 29 July 2016

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APPROVED:

7/27/16

John M. Silk Date:
Minister of Foreign Affairs

APPROVED AS TO LEGAL FORM:

_____

Date:
Attorney-General

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ANNEX I - SERVICES

1. Independent Diplomat (ID) will provide advice, practical assistance and capacity-building opportunities to the RMI in relation to diplomatic strategy, the conduct of its foreign relations, and public and media outreach as it relates to international negotiations on climate change, but as resources allow, also in relation to sustainable development, maritime zones and boundaries and law of the sea.

2. Advice provided by ID will include analysis of the policies and approaches adopted by major players and negotiating blocs in negotiations under the UN Framework Convention on Climate Change (UNFCCC), including through contacts with UNFCCC delegates, Missions to the UN in New York and representation in key diplomatic centers, including Brussels and London, as appropriate. For this purpose, continued ID participation on RMI delegations to international negotiations and processes would be desirable, where appropriate.

3. ID's advice and support will include direct assistance to the Ambassador for Climate Change, and development of recommended strategies and tactics outside of direct engagement in climate-related ministerial Forums and negotiations, including the High Ambition Coalition, the Cartagena Dialogue, and leveraging opportunities for media and NGO outreach. It may also include assistance to the RMI in accessing climate- and energy-related bilateral and multilateral funding opportunities, including assistance with project proposals.

4. Advice and assistance will be offered and provided both proactively by ID and in response to specific requests from the RMI Government, including requests received from the Ministry of Foreign Affairs and the RMI Permanent Representative to the United Nations, or their designees.

5. ID is in a position to provide, as requested, assistance with diplomatic tools and techniques, including the preparation of formal diplomatic communications, preparation for international visits and meetings, and assistance with the drafting of presentations, statements and speeches.

6. As resources allow and at ID's discretion, ID is also prepared to offer capacity-building training to MOFA and other RMI Government officials in the area of diplomatic tools and techniques, as referred to in paragraph 5 above.

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