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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
Independent Diplomat, Inc.	5860

3. Name of Foreign Principal
Government of the Sahrawi Arab Democratic Republic

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? 03/07/2023

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

ID will provide diplomatic advice to the Government of the Saharawi Arab Democratic Republic (SADR) in the areas of diplomatic strategy, diplomatic tools and techniques, and public diplomacy.

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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.

See Appendix for Response

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.

ID will seek the views of the US Government by meeting officials and desk officers in the State Department including at the US Mission to the UN, in order to assist the Government of the SADR in its diplomatic efforts. ID may also facilitate media opportunities for representatives of the Government of the SADR.

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

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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, 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

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.

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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
3/27/23	Nick Scott	

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Appendix
Response to Item 9

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

ID will provide advice to the Government of the Saharawi Arab Democratic Republic (SADR) on diplomatic communications, strategy, and preparation for diplomatic meetings:

A. Diplomatic Strategy. ID may provide advice on the Client's diplomatic strategy, as well as information and analysis of Western Sahara's diplomatic situation, for example, at the United Nations (UN) Security Council, UN General Assembly, UN Human Rights Council, European Union and African Union in order to achieve the goals of the Client.

B. Diplomatic Tools and Techniques. ID may offer assist with diplomatic tools and techniques, including the preparation of diplomatic communications, preparations for international visits and diplomatic meetings, and assistance with the drafting of speeches, speaking notes, Aide Memoires and briefs etc.

C. Public Diplomacy. ID may advise on public diplomacy initiatives to raise awareness of the situation in Western Sahara, and especially the content of messages aimed at the international community and international media.

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THIS AGREEMENT

BETWEEN:

Independent Diplomat, Inc. of 246 5TH Avenue, New York, NY 10001 ("ID")

and

The Frente Polisario of Western Sahara / Government of the Saharawi Arab Democratic Republic (SADR) ("the Client")

WHEREAS:

(a) ID is an independent non-profit organization established in order to resolve or prevent conflict by offering advice and assistance in diplomacy to governments and non-state actors who meet ID's ethical criteria, which are commitment to democratic principles, protection of human rights, and respect for international law including non-resort to the use of unlawful violence.

(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 diplomatic advisory services to the Client as set out in Annex 1 attached ("the Services").

2. ID shall provide the Services to the Client from 1 January 2023 ("the Commencement Date") for a period of 12 (twelve) months, terminating on 31 December 2023 ("the Term") unless terminated prior thereto pursuant to the terms of this Agreement. After the Term is complete, ID and the Client may agree to an extension of this Agreement, beginning 1 January 2024, and renewable by mutual agreement on an annual basis thereafter.

3. The Client shall pay to ID, in consideration of the Services provided by ID, a total fee of USD$20,000 ("the Fee") per annum as a contribution to the costs of ID undertaking the advisory role for the Client. In addition, the Client will pay a maximum of USD$10,000 for travel, accommodation and related expenses by ID claimed in connection with the performance of duties in this Agreement ("the expenses") and that any such trips will be agreed with the Client in advance.

4. ID shall:
   a. Within 14 days of the signing of this Agreement submit an invoice to the Client for 100% of the fee as outlined in paragraph 3 above.

   b. Within 30 days of incurring any such expenses, submit an invoice to the Client for actual expenses incurred for travel, accommodation and related expenses as outlined in paragraph 3 above.

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c. Within 14 days of the Expiration Date or Termination Date of the Agreement submit an invoice for any remaining fees and expenses incurred during the performance of the Agreement.

5. During the Term, ID may accept and perform engagements for other clients, which do not impinge upon its ability to provide the Services.

6. 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 of America, which may be found due from it in relation to any payments or arrangements made under this Agreement.

7. 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.

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 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 publicise its work including the existence of this Agreement, which ID may only do without revealing any confidential information.

9. The Client understands and accepts that the information provided to it by ID, as appropriate, may need to be treated in the strictest confidence. The Client shall not nor shall any of its agents disclose or use or cause to be disclosed or used at any time during or subsequent to this Agreement, any confidential information provided by ID without the written prior consent of ID.

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

11. Unless otherwise decided by ID in writing, the Client shall be solely responsible for the costs, expenses and fees of any additional third party contractors that the Client requests ID to employ to provide services to the Client which do not fall within the Services set out in Annex I.

12. The Client may terminate this Agreement by notice in writing to ID 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 it.

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

a. 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 diplomatic facilitator;

b. the Client breaches the terms of this Agreement; or

c. the Client violates ID's ethical criteria set out in preambular paragraph (a) above namely: commitment to democratic principles, protection of human rights, and respect for international law including non-resort to the use of unlawful violence.

14. Either party may terminate this Agreement without cause by 30 days written notice in writing to the other party. In the case of termination ahead of the Expiration Date, ID will reimburse any fees paid upfront on a pro-rata basis, less any costs that have already been incurred in the performance of duties related to the Agreement.

15. This Agreement contains the entire agreement of the parties. It may only be changed by written agreement.

16. Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be settled amicably. If such settlement is not possible, the dispute shall be referred to and finally resolved by arbitration before a sole arbitrator in accord 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.

17. 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

Signed…… Date……6 March 2023……
By: Sidi Omar, UN Representative

For Independent Diplomat

Signed…… Date 7 Mar 2023
By Nick Scott, Managing Director

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Annex I: SERVICES

ID and the Client will agree specific priorities as part of the active management of the Agreement, relating to possible services in the following areas:

A. Diplomatic Strategy. ID may provide advice on the Client's diplomatic strategy, as well as information and analysis of Western Sahara's diplomatic situation, for example, at the United Nations (UN) Security Council, UN General Assembly, UN Human Rights Council, European Union and African Union in order to achieve the goals of the Client.

B. Diplomatic Tools and Techniques. ID may offer assist with diplomatic tools and techniques, including the preparation of diplomatic communications, preparations for international visits and diplomatic meetings, and assistance with the drafting of speeches, speaking notes, Aide Memoires and briefs etc.

C. Public Diplomacy. ID may advise on public diplomacy initiatives to raise awareness of the situation in Western Sahara, and especially the content of messages aimed at the international community and international media.

Notes on Independent Diplomat's Services

1. All of ID's clients have been assessed positively against ID's ethical criteria, which are commitment to democratic principles; protection of human rights; and respect for international law including non-resort to the use of unlawful violence.

2. ID assists its clients achieve their goals including the prevention and resolution of conflict through lawful and diplomatic avenues. It does not itself engage in political activity but assists its clients in seeking specific diplomatic outcomes

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

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