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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
Mission of the Republic of the Marshall Islands to the United Nations

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? 03/13/2023

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

ID will provide diplomatic advice to the Mission of the Republic of the Marshall Islands to the United Nations 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 and other relevant branches, in order to assist the foreign principal in its diplomatic efforts. ID may also facilitate media opportunities for representatives of the foreign principal.

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
06/13/2023	Nick Scott	/s/Nick Scott

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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.

1.Independent Diplomat (ID) will provide advice, practical assistance and capacity-building opportunities to the Government of the Republic of the Marshall Islands (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.

2.ID will provide diplomatic and policy support to MOFAT as the political lead for the RMI Government in negotiations under the UNFCCC and related climate diplomacy fora. ID will support CCD as the lead for the RMI Government in their capacity as the convenors of the HAC and as technical leads for processes such as the UNFCCC and related climate change processes.

3.In undertaking the above services ID will provide assistance with diplomatic tools and techniques and training, including but not limited to: negotiating, preparing formal diplomatic communications, preparing for international visits and meetings, and assisting with the drafting of presentations, statements and speeches, and related media work. ID will also seek to assist RMI in accessing climate and energy-related bilateral and multilateral funding opportunities.

4.Advice provided by ID will require contact with UNFCCC delegates, Missions to the UN in New York and representation in key diplomatic centers, including Geneva, Brussels and London, as appropriate. ID will provide a quarterly report to the Secretary of Foreign Affairs and the Director of the CCD on services rendered. The report will be delivered in writing and, on an as-needed basis, in-person (or via teleconference).

5.ID will report to, and channel its advice and assistance to RMI through, and under the direction of, the Minister-in-Assistance to the President and Environment and the Minister of Foreign Affairs and Trade. Advice and assistance will be offered and provided both proactively by ID and in response to specific requests from RMI's primary contact points as set out above, as well as in response to requests received from the Office of the President.

6.RMI's primary contact point for ID's performance of this Agreement shall be ID's Director for Global Threats. 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.

7.ID will offer capacity-building training to MOFA and other RMI Government officials in the area of diplomatic tools and techniques.

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M1-23-0322

REPUBLIC OF THE MARSHALL ISLANDS
MINISTRY OF FOREIGN AFFAIRS
P.O. BOX 1349
MAJURO, MARSHALL ISLANDS 96960

THIS AGREEMENT, dated _____,

BETWEEN:

INDEPENDENT DIPLOMAT, INC. of 246 5th Avenue
New York, New York 10001 ("ID")

and

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

WHEREAS:

ID is an independent non-profit organization 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, and in accordance with ID and RMI's shared climate change mission, RMI wishes to engage ID in a partnership and ID has agreed to accept the engagement on the terms set out below.

IT IS HEREBY AGREED AS FOLLOWS:

Engagement

1. RMI has offered and ID has accepted engagement, on the terms set out in this Agreement, to provide advisory services to RMI, as set out in Annex I ("the Services").

2. ID shall provide the Services to RMI from 30 March 2021 ("the Commencement Date") for a fixed period of 4 years terminating on 30 March 2025 ("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 may, where necessary, or where it is able to, work cooperatively with ID to identify, pursue and support continuity of full project funding from a variety of sources.

4. 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.

Status of ID

5. ID warrants and represents to 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

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United States of America that may be found due from it in relation to any payments or arrangements made under this Agreement.

Confidentiality

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

7. The RMI shall not, nor shall any of its officials, 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 ID except as required by ID in connection with the Client's performance of the Agreement or as required by law.

Termination for Breach

8. RMI may terminate this Agreement by 30-days' 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 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 RMI to do so;

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

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

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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Termination on Account of a Force Majeure

10. That in the event either party or both parties are prevented from performing any of their obligations under this Agreement, that the Agreement is deemed terminated, without loss or damage to the other.

Termination for Lack of Funding Support

11. In the event that at any point during the duration of the Agreement sufficient project funding is not available to ID to continue its services, ID and RMI agree to review immediately the terms of this Agreement.

Termination without Cause

12. Either party may also end this Agreement without cause by giving 60-days' written notice to the other party.

Indemnity

13. 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, unless the loss, damage or expense was incurred as a result of the willful and negligent act or omission of ID and its agents and employees. Similarly, ID and its agents and employees shall indemnify and hold harmless the RMI, from and against all allegations, claims, actions, suits, demands, damages, liabilities, obligations, losses, settlements, judgements, costs and expenses (including without limitation attorney's fees and costs) which arise out of, related or result from any willful or negligent act or omission of ID and its agents and employees.

14. This Agreement and its Annex contains the entire agreement between the parties. It may be changed only in writing with the mutual consent of both parties, including additions to or variations to the Services.

Dispute Resolution and Jurisdiction

15. Any dispute arising out of or in connection with this Agreement, 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.

Notices

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 email and addressed to the party to whom it is to be given.

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

For RMI

By Anjanette Kattil
Permanent Secretary, Ministry of Foreign Affairs
Republic of the Marshall Islands

Signed: .....
Date: 13 March 2023

Clarence Samuel
Director, Climate Change Directorate
Republic of the Marshall Islands

Signed: .....
Date: 3/13/23

For ID

By ~~Reza Afshar, Executive Director~~ Leah Wawa

Signed: .....
Date: 13 March, 2023

APPROVED:

3/13/23
Hon. Christopher Loeak Date:
Minister-in-Assistance-to-the-President and Environment

3/13/23
Hon. Kitlang Kabua Date:
Minister of Foreign Affairs

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APPROVED AS TO LEGAL FORM:

3/13/23

Mr. Bernard Adiniwin
Attorney-General

Date:

MINISTRY OF FINANCE
RECEIVED
MAR 13 2023
ADMIN.
REPUBLIC OF THE MARSHALL ISLANDS

CERTIFIED AS TO NO FINANCIAL OBLIGATIONS BY THE GOVERNMENT OF THE RMI:

3/13/23

Mr. Patrick Langrine
Secretary of Finance

Date:

RECEIVED
MAR 13 2023
IN THE OFFICE OF THE
ATTORNEY GENERAL
MAJURO, MARSHALL ISLANDS

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ANNEX I – SERVICES

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