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OMB No. 1124-0006; Expires July 31, 2023

U.S. Department of Justice
Washington, DC 20530

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

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at https://www.fara.gov.

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 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 .22 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
Von Batten-Montague-York, L.C.

2. Registration Number
7130

3. Primary Address of Registrant
1300 Pennsylvania Avenue NW Suite 700, Washington, D.C., DC 20016

4. Name of Foreign Principal
The Federal Ministry of Fisheries and Blue Economy of the Federal Republic of Somalia

5. Address of Foreign Principal
The Federal Ministry of FisherRadio Mogadishu Road Wardhiigley, Mogadishu, Mogadishu
SOMALIA

6. Country/Region Represented
SOMALIA

7. Indicate whether the foreign principal is one of the following:

- [x] Government of a foreign country [1]
- [ ] Foreign political party
- [ ] Foreign or domestic organization: If either, check one of the following:
  - [ ] Partnership
  - [ ] Corporation
  - [ ] Association
  - [ ] Committee
  - [ ] Voluntary group
  - [ ] Other *(specify)* _____
- [ ] Individual-State nationality _____

8. If the foreign principal is a foreign government, state:

a) Branch or agency represented by the registrant
See Appendix for Response

b) Name and title of official with whom registrant engages
H.E. Ali Ifiye, The Deputy Minister of the Federal Ministry of Fisheries and Blue Economy of the Federal Republic of Somalia

1 "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

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9. If the foreign principal is a foreign political party, state:

a) Name and title of official with whom registrant engages

b) Aim, mission or objective of foreign political party

10. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☐
Owned by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☐
Directed by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☐
Controlled by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☐
Financed by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☐
Subsidized in part by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☐

11. Explain fully all items answered "Yes" in Item 10(b).

12. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

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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
03/27/2023	Karl Von Batten	/s/Karl Von Batten

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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
03/27/2023	KARL JOHN BATTEN	

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Appendix
Response to Item 8(a)

Item 8(a): If the foreign principal is a foreign government, state: Branch or agency represented by the registrant.

The Federal Ministry of Fisheries and Blue Economy of the Federal Republic of Somalia

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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
Von Batten-Montague-York, L.C.	7130

3. Name of Foreign Principal

The Federal Ministry of Fisheries and Blue Economy of the Federal Republic of Somalia

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? 03/11/2023

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

Engage with the Biden Administration, the United States Congress, policy institutes. (think tanks), news media, business entities, State and local governments, and former members of past Administrations and Congress who have strong friendships with members of the Biden Administration, Congress, and other relevant stakeholders in the United States to lobby, advocate, and push matters and interests beneficial to the Federal Republic of Somalia

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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.

Lobbying, promotion, perception management, public relations, economic development, and preparation or dissemination of informational materials.

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 ☐

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.

See Appendix for Response

Set forth below in the required detail the registrant's political activities.

Date	Contact	Method	Purpose
See Appendix for Response			

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 ☐

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
02/15/2023	Rising Normad (Somali-American business)	To cover advisory cost in support to the Ministry of Fisheries and Blue Economy	$ 15,000.00
			$ 15,000.00
			Total

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 ☒

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
03/27/2023	Karl Von Batten	/s/Karl Von Batten

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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
03/27/2023	KARL JOHN BATTEN	

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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.

Agreement was drafted on February 10. The signed agreement received on March 11, 2023 (Effective Day)

Task Order

Task 1: Assist the Ministry of Fisheries and Blue Economy of the Federal Republic of Somalia in attaining U.S. government and private support in establishing a technological guard support system to curb illegal fishing and other criminal activities.

Task 2: Assist the Ministry of Fisheries and Blue Economy of the Federal Republic of Somalia in attaining U.S. government and private support in establishing fisheries infrastructural facilities and Construction of fish landing sites, jetties, cold stores, laboratories, and modern fish markets.

Task 3: Assist the Ministry of Fisheries and Blue Economy of the Federal Republic of Somalia in attaining U.S. government and private support in acquiring modern fishing gear, including fishing vessels, boats, and other necessary fishing equipment.

Task 3: Assist the Ministry of Fisheries and Blue Economy of the Federal Republic of Somalia in attaining U.S. government and private support in establishing fisheries institutes and research centers. Such kind of collaboration and support will for sure create job opportunities for the youthful generation of Somalia and improve the livelihood of the coastal communities.

Task 4: Assist the Ministry of Fisheries and Blue Economy of the Federal Republic of Somalia in attaining U.S. government and private support in providing craft, naval, and high-quality vessels and boats to oversee fishing and assess unforeseen challenges.

Task 5: Assist the Ministry of Fisheries and Blue Economy of the Federal Republic of Somalia in attaining U.S. government and private support general capacity-building support to improve both food production laboratories at home and engage in export.

Note: The Services will also include any other consulting tasks which the Parties may agree on. The Consultant hereby agrees to provide such Services to the Client.

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Appendix
Response to Item 11-Description

Briefed members of the House Foreign Affairs Committee, the House Armed Services Committee, the House Select Committee on China, the House Committee on Agriculture, and the United States Department of Agriculture (USDA) Foreign Agricultural Service on China's illegal activities in Somali waters.

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Appendix
Response to Item 11-Detail

Date	Contact	Method	Purpose
03/10/2023	Rep. Jackson	Meeting	Briefed on China's illegal activities in Somali waters.
03/10/2023	Joe Foltz	Meeting	Briefed on China's illegal activities in Somali waters
03/10/2023	Yvesner Zamar	Meeting	Briefed on China's illegal activities in Somali waters.
03/13/2023	Allie Davis	Email and follow-up phone call	Briefed on China's illegal activities in Somali waters.
03/13/2023	Jason Donofrio	Email	Briefed on China's illegal activities in Somali waters
03/14/2023	Chris Kulukundis	Meeting	Briefed on China's illegal activities in Somali waters.
03/20/2023	Kate Hunter	Email	Briefed on China's illegal activities in Somali waters.
03/24/2023	Connor Stubbs	Email	Briefed on China's illegal activities in Somali waters.

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CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT (the "Agreement") is dated this 10th day of February, 2023.

CLIENT	CONSULTANT
The Federal Ministry of Fisheries and Blue Economy of the Federal Republic of Somalia Mogadishu, Federal Republic of Somalia (the "Client")	Von Batten-Montague-York, L.C Ronald Reagan Building and International Trade Center, 1300 Pennsylvania Avenue NW, Suite 700, Washington, DC 20004 (the "Consultant")

BACKGROUND

A. The Client is of the opinion that the Consultant has the necessary qualifications, experience and abilities to provide consulting services to the Client.

B. The Consultant is agreeable to providing such consulting services to the Client on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Consultant (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

SERVICES PROVIDED

1. The Client hereby agrees to engage the Consultant to provide the Client with the following consulting services (the "Services"):

    - Von Batten-Montague-York, LC. works relentlessly to ensure that our clients' interests are protected and their voices are heard in the United States Congress, the Executive Branch of the United States Government, think tanks, news media, and business organizations. We believe our clients must have a seat at the table on all policies or business matters that concern them.

      On behalf of the Office of the Ministry of Fisheries and Blue Economy of the Federal Republic of Somalia, Von Batten-Montague-York, LC. will:

      Engage with the Biden Administration, the United States Congress, policy institutes (think tanks), news media, business entities, State and local governments, and former

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members of past Administrations and Congress who have strong friendships with members of the Biden Administration, Congress, and other relevant stakeholders in the United States to lobby, advocate, and push matters and interests (See task list below) beneficial to the Federal Republic of Somalia.

Task Order

Task 1: Assist the Ministry of Fisheries and Blue Economy of the Federal Republic of Somalia in attaining U.S. government and private support in establishing a technological guard support system to curb illegal fishing and other criminal activities.

Task 2: Assist the Ministry of Fisheries and Blue Economy of the Federal Republic of Somalia in attaining U.S. government and private support in establishing fisheries infrastructural facilities and Construction of fish landing sites, jetties, cold stores, laboratories, and modern fish markets.

Task 3: Assist the Ministry of Fisheries and Blue Economy of the Federal Republic of Somalia in attaining U.S. government and private support in acquiring modern fishing gear, including fishing vessels, boats, and other necessary fishing equipment.

Task 3: Assist the Ministry of Fisheries and Blue Economy of the Federal Republic of Somalia in attaining U.S. government and private support in establishing fisheries institutes and research centers. Such kind of collaboration and support will for sure create job opportunities for the youthful generation of Somalia and improve the livelihood of the coastal communities.

Task 4: Assist the Ministry of Fisheries and Blue Economy of the Federal Republic of Somalia in attaining U.S. government and private support in providing craft, naval, and high-quality vessels and boats to oversee fishing and assess unforeseen challenges.

Task 5: Assist the Ministry of Fisheries and Blue Economy of the Federal Republic of Somalia in attaining U.S. government and private support general capacity-building support to improve both food production laboratories at home and engage in export.

2. The Services will also include any other consulting tasks which the Parties may agree on. The Consultant hereby agrees to provide such Services to the Client.

TERM OF AGREEMENT

3. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect until February 29, 2024, subject to earlier termination as provided in this Agreement. The Term may be extended with the written consent of the Parties.

4. In the event that either Party wishes to terminate this Agreement prior to February 29, 2024, that

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Party will be required to provide 30 days' written notice to the other Party.

PERFORMANCE

5. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

CURRENCY

6. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USD (US Dollars).

COMPENSATION

7. The Consultant will charge the Client for the Services as follows (the "Compensation"):

    - In support of the people of the Federal Republic of Somalia and the Government of the Federal Republic of Somalia, the fees for providing the noted service will be a nominal fee (below the usual price of the service provided) and will be paid for by Rising Nomads, a Somali-American entity based in the US.

      NOTE: The cost of this service to the Client will be $0.00. The nominal fee will be covered by Rising Nomads as agreed upon in contract version 2 dated /2/9/2023.

8. The Consultant will not be reimbursed for any expenses incurred in connection with providing the Services of this Agreement.

CONFIDENTIALITY

9. Confidential information (the "Confidential Information") refers to any data or information relating to the business of the Client which would reasonably be considered to be proprietary to the Client including, but not limited to, accounting records, business processes, and client records and that is not generally known in the industry of the Client and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.

10. The Consultant agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Consultant has obtained, except as authorized by the Client or as required by law. The obligations of confidentiality will apply during the Term and will survive indefinitely upon termination of this Agreement.

11. All written and oral information and material disclosed or provided by the Client to the Consultant under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Consultant.

OWNERSHIP OF INTELLECTUAL PROPERTY

12. All intellectual property and related material (the "Intellectual Property") that is developed or

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produced under this Agreement, will be the property of the Consultant. The Client is granted a non-exclusive limited-use license of this Intellectual Property.

13. Title, copyright, intellectual property rights and distribution rights of the Intellectual Property remain exclusively with the Consultant.

RETURN OF PROPERTY

14. Upon the expiration or termination of this Agreement, the Consultant will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.

CAPACITY/INDEPENDENT CONTRACTOR

15. In providing the Services under this Agreement it is expressly agreed that the Consultant is acting as an independent contractor and not as an employee. The Consultant and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service. The Client is not required to pay, or make any contributions to, any social security, local, state or federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension or any other employee benefit for the Consultant during the Term. The Consultant is responsible for paying, and complying with reporting requirements for, all local, state and federal taxes related to payments made to the Consultant under this Agreement.

RIGHT OF SUBSTITUTION

16. Except as otherwise provided in this Agreement, the Consultant may, at the Consultant's absolute discretion, engage a third party sub-contractor to perform some or all of the obligations of the Consultant under this Agreement and the Client will not hire or engage any third parties to assist with the provision of the Services.

17. In the event that the Consultant hires a sub-contractor:

    - the Consultant will pay the sub-contractor for its services and the Compensation will remain payable by the Client to the Consultant.
    - for the purposes of the indemnification clause of this Agreement, the sub-contractor is an agent of the Consultant.

AUTONOMY

18. Except as otherwise provided in this Agreement, the Consultant will have full control over working time, methods, and decision making in relation to provision of the Services in accordance with the Agreement. The Consultant will work autonomously and not at the direction of the Client. However, the Consultant will be responsive to the reasonable needs and concerns of the Client.

EQUIPMENT

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19. Except as otherwise provided in this Agreement, the Consultant will provide at the Consultant's own expense, any and all equipment, software, materials and any other supplies necessary to deliver the Services in accordance with the Agreement.

NO EXCLUSIVITY

20. The Parties acknowledge that this Agreement is non-exclusive and that either Party will be free, during and after the Term, to engage or contract with third parties for the provision of services similar to the Services.

NOTICE

21. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties at the following addresses:

a. The Federal Ministry of Fisheries and Blue Economy of the Federal Republic of Somalia
Mogadishu, Federal Republic of Somalia

b. Von Batten-Montague-York, L.C
Ronald Reagan Building and International Trade Center, 1300 Pennsylvania Avenue NW, Suite 700, Washington, DC 20004

or to such other address as either Party may from time to time notify the other, and will be deemed to be properly delivered (a) immediately upon being served personally, (b) two days after being deposited with the postal service if served by registered mail, or (c) the following day after being deposited with an overnight courier.

INDEMNIFICATION

22. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

MODIFICATION OF AGREEMENT

23. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

TIME OF THE ESSENCE

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24. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

ASSIGNMENT

25. The Consultant will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

ENTIRE AGREEMENT

26. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

ENUREMENT

27. This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

TITLES/HEADINGS

28. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

GENDER

29. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

GOVERNING LAW

30. This Agreement will be governed by and construed in accordance with the laws of the District of Columbia.

SEVERABILITY

31. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

WAIVER

32. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

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IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on this 10th day of February, 2023.

The Federal Ministry of Fisheries and Blue Economy of the Federal Republic of Somalia
Per: _____ (Seal)
Officer's Name: _____

Von Batten-Montague-York, L.C
Per: _____ (Seal)
Officer's Name: Dr. Karl Von Batten, FRSPH

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