

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 <http://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 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 .49 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 and Address of Registrant  Independent Diplomat, Inc.		2. Registration No.  5860						
3. Name of Foreign Principal The Mission of the Republic of the Marshall Islands to the United Nations	4. Principal Address of Foreign Principal 800 Second Avenue, 18th Floor, New York, NY 10017							
5. Indicate whether your foreign principal is one of the following:								
<input checked="" type="checkbox"/> Foreign government <input type="checkbox"/> Foreign political party <input type="checkbox"/> Foreign or domestic organization: If either, check one of the following: <table style="width: 100%; border: none;"> <tr> <td><input type="checkbox"/> Partnership</td> <td><input type="checkbox"/> Committee</td> </tr> <tr> <td><input type="checkbox"/> Corporation</td> <td><input type="checkbox"/> Voluntary group</td> </tr> <tr> <td><input type="checkbox"/> Association</td> <td><input type="checkbox"/> Other (<i>specify</i>) _____</td> </tr> </table> <input type="checkbox"/> Individual-State nationality _____			<input type="checkbox"/> Partnership	<input type="checkbox"/> Committee	<input type="checkbox"/> Corporation	<input type="checkbox"/> Voluntary group	<input type="checkbox"/> Association	<input type="checkbox"/> Other ( <i>specify</i> ) _____
<input type="checkbox"/> Partnership	<input type="checkbox"/> Committee							
<input type="checkbox"/> Corporation	<input type="checkbox"/> Voluntary group							
<input type="checkbox"/> Association	<input type="checkbox"/> Other ( <i>specify</i> ) _____							
6. If the foreign principal is a foreign government, state:								
a) Branch or agency represented by the registrant The Mission of the Republic of the Marshall Islands to the United Nations								
b) Name and title of official with whom registrant deals H.E. Phillip Muller								
7. If the foreign principal is a foreign political party, state:								
a) Principal address								
b) Name and title of official with whom registrant deals								
c) Principal aim								

Formerly CRM-157

FORM NSD-3  
Revised 03/11

8. 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 <input type="checkbox"/> No <input type="checkbox"/>
Owned by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/> No <input type="checkbox"/>
Directed by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/> No <input type="checkbox"/>
Controlled by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/> No <input type="checkbox"/>
Financed by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/> No <input type="checkbox"/>
Subsidized in part by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/> No <input type="checkbox"/>

9. Explain fully all items answered "Yes" in Item 8(b). *(If additional space is needed, a full insert page must be used.)*

10. 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.

**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 A 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 A November 29, 2011	Name and Title Susanna Emmet, Managing Director	Signature /s/ Susanna P. Emmet <span style="float: right;">eSigned</span>
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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 <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

Independent Diplomat, Inc.

2. Registration No.

5860

3. Name of Foreign Principal

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

Independent Diplomat provides advice and assistance to the Mission of the Republic of the Marshall Islands to the United Nations in relations 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.

Please note that ID has not, to date, undertaken any FARA-related activity on behalf of the Mission of the Republic of the Marshall Islands to the United Nations.

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 Mission of the Republic of the Marshall Islands to the United Nations on diplomatic communications and negotiations strategy and technique. Please note that only a small percentage of the worked 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 b meeting with key US officials to gather their views. ID will inform the Mission of the Republic of the Marshall Islands to the United Nations of this information and, on that basis, advise the Mission how best to tailor their 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
November 29, 2011	Susanna Emmet, Managing Director	/s/ Susanna P. Emmet eSigned

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.

**I D** **Independent Diplomat**  
the diplomatic advisory group

**THIS AGREEMENT**, dated 26 May 2010;

**BETWEEN:**

**INDEPENDENT DIPLOMAT, INC.** of 137 Second Ave, 2nd floor, New York, New York 10003 ("ID")

and

**THE MISSION OF THE REPUBLIC OF THE MARSHALL ISLANDS TO THE UNITED NATIONS**, New York of ("the Client").

**WHEREAS:**

(a) 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. 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 Annex I ("the Services"). Upon signature of this Agreement, the Client shall pay \$1,500 owed pursuant to the previous Agreement between ID and the Client, which terminated on 14 March 2010.
2. ID shall provide the Services to the Client from 15 March 2010 ("the Commencement Date") for a fixed period of 12 months, terminating on 14 March 2011 ("the Term") unless terminated prior thereto pursuant to the terms of this Agreement.
3. The Client shall pay to ID US\$3,500 as a contribution to the costs to ID of providing the Services to the Client for the term of the Agreement (as set out in paragraph 7 of Annex I to this Agreement). The Client shall work to secure from external sources

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and make available to ID during the term of this Agreement an additional \$8,500 as a further contribution to the costs to ID of providing the Services to the Client.

4. 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 (as set out in paragraph 7 of Annex I to this Agreement), the Client agrees to work cooperatively with ID to identify and pursue project funding from a variety of sources, including by making representatives available, as appropriate, for the presentation of funding proposals to potential donors.

5. In the event that significant project funding does not become available to ID by 31 July 2010, ID and the Client agree to review immediately the terms of this Agreement, and the continuation of work under this Agreement shall be at ID's discretion.

6. ID shall within fourteen (14) days of the signing of this Agreement, submit an invoice for \$1,750. ID shall submit a second invoice for \$1,750 on September 15, 2010. The invoices submitted shall be paid in full within thirty days from the date of the invoice. Late or incomplete payment shall entitle ID to terminate this Agreement by providing to the Client seven (7) days notice in writing.

7. 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.

8. 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. Any other taxes incurred in relation to payments or arrangements made under this Agreement shall be solely for the account of the Client.

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

10. 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. Without revealing any

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confidential information, ID may, in consultation with the Client, publicise its work during the existence of this Agreement.

11. 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.
12. 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.
13. ID may terminate this Agreement by 7 days notice in writing to the Client in relation to:
  - 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

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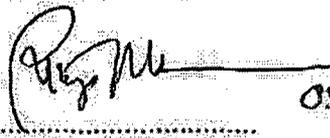
resolved by arbitration before a sole arbitrator in accordance with the Rules of the ICC International Court of Arbitration. The seat, or legal place, of arbitration shall be New York, New York, USA, and the language of the proceedings shall be English. The contract shall be governed by New York law,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

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.

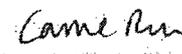
For the Client

By **H.E. Phillip Muller,**  
Ambassador and Permanent Representative of the  
Republic of the Marshall Islands to the United Nations

Signed  05/26/10

For ID

By **Carne Ross, Executive Director**

Signed 

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## **ANNEX 1 - SERVICES**

1. Independent Diplomat (ID) will provide advice, practical assistance and capacity-building opportunities to the Client in relation to diplomatic strategy and the conduct of its foreign relations, particularly on climate change, but also including sustainable development issues, law of the sea, and sustainable fisheries, as resources allow.
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 in New York and representation in key diplomatic centres, including Washington, Brussels, London and Addis Ababa. For this purpose, ID participation on Client delegations to international negotiations and processes would be desirable, where appropriate.
3. ID's advice may include development of strategies and recommended tactics outside of direct engagement in UN negotiations, including leveraging opportunities for media and NGO outreach. It may also include assistance to the Client in accessing bilateral and multilateral funding opportunities, including the formulation of project proposals.
4. Advice and assistance will be offered and provided both proactively by ID and in response to specific requests from the Client.
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. Subject to funding, ID may seek the assistance of outside experts and consultants, engaged as required to respond to emerging needs and technical requirements, as directed by the Client.
7. Without prejudice to the contributions by the Client under this Agreement, ID's standard costs in providing its services to its clients is US\$2,940 per day, or \$294,000 for 100 days of consultancy.

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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 does not in any way seek to become involved in political activity, nor to produce specific political outcomes but to assist its clients in achieving their diplomatic goals.
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 and independent facilitator.

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