



INDEPENDENT DIPLOMAT
THE DIPLOMATIC ADVISORY GROUP

#5860

THIS AGREEMENT effective as of 1 November 2013

BETWEEN:

Independent Diplomat, Inc. of 45 East 20th Street, 6th floor, NY, NY 10003 ("ID")

and

The Government of the Republic of South Sudan (GRSS) ("the Client").

WHEREAS:

1. ID is an independent non-profit organization established in order to resolve or prevent conflict by offering advice and assistance in diplomacy and foreign policy to under-resourced governments and political groups.
2. 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 (the "Agreement"), to provide advisory services to the Client as set out in the schedule attached hereto (the "Services").
2. ID shall provide the Services to the Client from 1 November 2013 for a fixed period of 12 months, terminating on 31 October 2014, unless terminated prior thereto pursuant to the terms of this Agreement (the "Term").
3. The Client shall pay to ID, in consideration of the Services provided by ID, a total fee of USD \$100,000 ("the Fee") as a contribution to the full cost to ID of providing the Services to the Client for the Term of the Agreement. Additionally, the Client agrees to work cooperatively with ID to identify and pursue project funding from a variety of sources, including by making representatives available (where possible) for funding presentations, and by the submission of written representations as to ID's work on behalf of the Client.
3. ID shall submit an invoice for other amounts outstanding under prior Agreements between the parties in the amount of USD \$100,000 on 1 November 2013. ID shall submit an invoice for the Fee in the amount of USD \$100,000 on 1 January 2014.
4. All invoices shall be paid within 30 days from the date of invoice; any late payment shall entitle ID to terminate this Agreement, if not already terminated, by giving the Client 7 days' notice in writing.

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5. During the Term of this Agreement, 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. Any other taxes incurred in relation to payments or arrangements made under this Agreement shall be solely for the account of the Client.
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. The Client shall provide ID's Juba-based staff with one-year multiple-entry visas covering the period 1 November 2013 to 31 October 2014 to enable them to provide the Services to the Client on behalf of ID. The Client also undertakes to assist ID's Juba-based staff as necessary with vehicle registration, tax exemption and any other privileges for which they may be eligible.
9. 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. This is subject, however, to ID's right to publicize its work including the existence of this Agreement, which ID may only do without revealing any confidential information. A breach of this provision, in addition to the remedies available to the Client set out in paragraph 10 below, shall be subject to the dispute resolution process set out in paragraph 15 below.
10. 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.
11. 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.
12. The Client shall be solely responsible for the costs, expenses and fees of any third party contractors that the Client requests ID to employ to provide services to the Client which do not fall within the Services.
13. ID may terminate this Agreement by 7 days' notice in writing to the Client if:

a. as determined by ID at its sole discretion, the Client or those for whom 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. the Client breaches any others term of this Agreement.

14. This Agreement contains the entire agreement between 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 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 International Chamber of Commerce 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 Agreement 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 delivered personally, 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 date set forth below by the undersigned persons who are duly authorised by the respective party.

For the Government of the Republic of South Sudan

BY: _____

H.E. Mr. Barnaba Marial Benjamin
Minister of Foreign Affairs & International Cooperation

27/09/2013
Date

For Independent Diplomat, Inc.

BY: _____

Carne Ross, Executive Director

26 September 2013
Date