

U.S. Department of Justice
 Washington, DC 20530

**Amendment to Registration Statement
 Pursuant to the Foreign Agents Registration Act of
 1938, as amended**

INSTRUCTIONS. File this amendment form for any changes to a registration. Compliance is accomplished by filing an electronic amendment to registration statement and uploading any supporting documents 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 1.5 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
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3. This amendment is filed to accomplish the following indicated purpose or purposes:

- To give a 10-day notice of change in information as required by Section 2(b) of the Act.
- To correct a deficiency in
 - Initial Statement
 - Supplemental Statement for the period ending _____
 - Other purpose (*specify*) _____
- To give notice of change in an exhibit previously filed.

4. If this amendment requires the filing of a document or documents, please list:

A renewed contract with the following foreign principals: The Republic of the Marshall Islands

5. Each item checked above must be explained below in full detail together with, where appropriate, specific reference to and identity of the item in the registration statement to which it pertains. (*If space is insufficient, a full insert page must be used.*)

This amendment is to update ID's existing foreign principal files with current contracts, as requested in Exhibit B.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swear(s) or affirm(s) under penalty of perjury that he/she has (they have) read the information set forth in this registration statement and the attached exhibits and that he/she is (they are) familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her (their) knowledge and belief, except that the undersigned make(s) no representation as to the truth or accuracy of the information contained in the attached Short Form Registration Statement(s), if any, insofar as such information is not within his/her (their) personal knowledge.

(Date of signature)

(Print or type name under each signature or provide electronic signature¹)

May 28, 2014

/s/ Gillian Schreiber

eSigned

May 28, 2014

/s/ Jennifer Lake

eSigned

¹ This statement shall be signed by the individual agent, if the registrant is an individual, or by a majority of those partners, officers, directors or persons performing similar functions, if the registrant is an organization, except that the organization can, by power of attorney, authorize one or more individuals to execute this statement on its behalf.



**REPUBLIC OF THE MARSHALL ISLANDS
MINISTRY OF FOREIGN AFFAIRS
PO BOX 1349
MAJURO, MARSHALL ISLANDS 96960**

THIS AGREEMENT, dated 1 January 2014,

BETWEEN:

**INDEPENDENT DIPLOMAT, INC. of 45 East 20th Street, 6th Floor,
New York, New York 10003 ("ID")**

and

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

WHEREAS:

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; and

In reliance upon that skill, knowledge and experience, the RMI 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 RMI has offered and ID has accepted engagement, on the terms set out in this Agreement, to provide advisory services to the RMI, as set out in Annex I ("the Services").
2. ID shall provide the Services to the RMI from 1 January 2014 ("the Commencement Date") for a fixed period of 24 months terminating on 31 December 2015 ("the Term"), unless terminated prior. At the request of either party, ID and the RMI shall review the terms of this agreement by 31 December 2014.
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 agrees to work cooperatively with ID to identify, pursue and support continuity of project funding from a variety of sources, including by making Ministers and other government representatives available, as appropriate, to support the presentation of funding proposals to potential donors and to provide feedback to existing donors.

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4. In the event that significant project funding does not become available to ID by 31 December 2014 to enable ID to continue to provide the Services, or if previously secured funding is withdrawn, ID and the RMI agree to review immediately the terms of this Agreement, and the continuation of work under this Agreement shall be at ID's discretion.
5. 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.
6. ID warrants and represents to the 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 United States of America that 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 RMI.
7. ID and RMI agree that ID shall report to, and channel its advice and assistance to RMI through, and under the direction of, the Secretary of the Ministry of Foreign Affairs, or his or her designee(s) within the RMI Government. RMI's primary contact point for ID's performance of this Agreement shall be ID's Director for Climate Change & Natural Resources. 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.
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 RMI or any other information relating to the financial or other affairs of the RMI, except as required by the RMI in connection with ID's performance of the Agreement or as required by law. Without revealing any confidential information, ID may, in consultation with the RMI, publicise its work during the existence of this Agreement.
9. The RMI 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 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 the RMI to do so; or
 - c) ID shall have conducted itself in any manner which, in the opinion of the RMI has brought or is likely to bring either the RMI into disrepute or has or is likely to impair ID's ability to provide any of the Services to the RMI or to do so in any manner or at any time which the RMI shall reasonably have required of them.
10. 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.
11. ID may terminate this Agreement by 30-days' notice in writing to the RMI in relation to:

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ANNEX I - SERVICES

1. **Independent Diplomat (ID) will provide advice, practical assistance and capacity-building opportunities to the 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, but as resources allow, also in relation to sustainable development, maritime zones and boundaries and law of the sea, and on nuclear issues.**
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 to the UN in New York and representation in key diplomatic centers, including Brussels, London and Washington, as appropriate. For this purpose, continued ID participation on RMI 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 the Cartagena Dialogue, international legal avenues and leveraging opportunities for media and NGO outreach. It may also include assistance to the RMI in accessing climate- and energy-related 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 RMI Government, including requests received from the Ministry of Foreign Affairs and the RMI Permanent Representative to the United Nations, or their designees.**
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. **As resources allow and at ID's discretion, ID is also prepared to offer capacity-building training to MOFA and other RMI Government officials in the area of diplomatic tools and techniques, as referred to in paragraph 5 above.**

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