

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 Michelle E. Martin	2. Registration No. 6175
3. Name of Foreign Principal Republic of Rwanda	

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.

Current Methods: Empirical research, policy analysis, writing research analyses

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Contract Renewed in October 2013 for a six month period. New contract scope was narrowed to include the following (excerpt from contract):

1. The Consultant agrees to make available to the Organization her services, which include research, writing, editing, presentations, and other professional services of an academic nature pertaining to diaspora relations, and the impact of diaspora on dynamics within Rwanda. The Consultant shall also provide other consulting services as the Organization may specifically request, as they pertain to Consultant's academic research, and area of expertise.
2. The attached work plan outlines the tasks to be completed under the project and is part of this Agreement.
3. The Consultant agrees that all services will be rendered by her as an independent contractor and that this Agreement does not create an employer-employee relationship between the Consultant and the Organization.

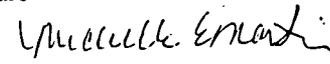
9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes  No

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.

Currently the contract stipulates that my work will involve analysis of an academic nature, such as analyzing methodology of research studies pertaining to post-conflict dynamics, analyzing theoretical models regarding post-conflict transformation, particularly as they relate to diaspora relations, genocide denial. Currently there are no plans to engage in political activities within the United States, thus I am unsure how to answer this question. I have not engaged in any work during this period, and the scope of the contract has been narrowed.

**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
12/08/2013	Michelle E. Martin	

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.

## Consulting Agreement

This Consulting Contract (the "Agreement"), dated as of October 1, 2013 the "Effective Date") is between Michelle E. Martin, (the "Consultant") with an address of 400 N. McClurg Ct., #2707, Chicago, 60611, USA, and the Ministry of Finance of Economic Development (the "Organization") with an address of Kigali, Rwanda.

**WHEREAS**, the Organization wishes to engage the Consultant to provide the services describes herein and the Consultant agrees to provide the services for the compensation and otherwise in accordance with the terms and conditions contained in this Agreement,

**NOW THEREFORE**, in consideration of the foregoing, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, accepted and agreed to, the Organization and the Consultant, intending to be legally bound, agree to the terms set forth below.

### ARTICLE I: Term of Contract

1. Commencing as of the Effective Date, and continuing for the period of **6 months** (the "Term"), to be renewed upon mutual agreement, unless earlier terminated pursuant to Article 5 hereof, the Consultant agrees that she will serve as a consultant to the Organization during the term of this Agreement.
2. The Organization hereby agrees to retain the Consultant as an adviser and consultant on matters consistent with the Consultant's expertise and ability. The Organization also agrees to provide the Consultant with access to its facilities, to information, to data, to documents, to equipment and any other resources necessary to fulfill her duties under this Agreement.

### ARTICLE 2: Duties, Scope of Work, and Relationship of the Parties

1. The Consultant agrees to make available to the Organization her services, which include research, writing, editing, presentations, and other professional services of an academic nature pertaining to diaspora relations, and the impact of diaspora on dynamics within Rwanda. The Consultant shall also provide other consulting services as the Organization may specifically request, as they pertain to Consultant's academic research, and area of expertise.
2. The attached work plan outlines the tasks to be completed under the project and is part of this Agreement.
3. The Consultant agrees that all services will be rendered by her as an independent contractor and that this Agreement does not create an employer-employee relationship between the Consultant and the Organization. The Consultant agrees to pay all taxes due in respect of the consulting fee.

**ARTICLE 3: Consulting Fee**

1. In consideration of the work to be performed, subject to the provisions hereof, the Organization shall pay the Consultant a fee of Five Thousand (\$5000.00) US Dollars to be paid on a monthly basis for six (6) months.
2. The Organization shall reimburse the Consultant for all reasonable and necessary expenses associated with the project, including all hotel accommodations and transportation expenses incurred in carrying out the duties under this Agreement. The Consultant shall be entitled to prompt reimbursement for all expenses incurred in the performance of her duties, upon submission of related receipts and documentation with each request for reimbursement. The Consultant acknowledges that all reimbursable expenses shall have to be pre-approved by the Organization.

**Article 4: Confidential Information**

1. Any information that the Consultant reasonably considers confidential information or that the Organization treats as confidential information, will be presumed to be confidential information, whether the Consultant or others originated it and regardless of how it was obtained.
2. Except as required in performing duties to the Organization, the Consultant will not, either during or after the term of this Agreement, disclose confidential information to any person not authorized by the Organization to receive it.

**Article 5: Renewal/Termination of Agreement**

1. This Agreement shall continue in effect until terminated by either party via notice to the other. This Agreement may be renewed or extended for any period as may be agreed to by the parties.
2. This Agreement may be terminated without cause by either party by giving thirty (30) days prior to written notice by either party to the other.
3. Termination or expiration of this Agreement shall not extinguish any rights of compensation that shall accrue prior to the termination.
4. If this Agreement is terminated, the Consultant will promptly relinquish to the Organization all records and any compositions, articles, devices, apparatus and other items that disclose, describe, or embody confidential information, including all copies, reproductions, and specimens of the confidential information in her possession, regardless of who prepared them.

5. Upon termination, neither party shall have any further obligations under this Agreement.

**IN WITNESS WHEREOF**, the parties execute this Agreement. Each person who signs this Agreement below represents that such person is fully authorized to sign this Agreement on behalf of the applicable party.

**EXECUTED**, under seal, effective as of the Effective Date.

Consultant Signed:



Michelle E. Martin, Consultant  
Date: September 20, 2013

Organized Signed:

\_\_\_\_\_

Date: \_\_\_\_\_