

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

Delegation of Catalonia to the United States of America

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 will provide advice and support to the Delegation of Catalonia to the United States of America on its diplomatic strategy.

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

Independent Diplomat will provide advice and support to the Delegation of Catalonia to the United States of America on diplomatic communications, preparations for visits and meetings, and assistance with the drafting of speeches, aide-memoires, and other diplomatic materials.

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.

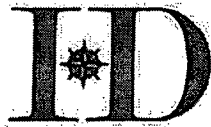
Staff members will canvass the views on the US government by meeting with key officials and desk officers in the State Department and other US agencies to gather their views.

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
April 02, 2015		/s/ Jennifer Lake 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.



INDEPENDENT DIPLOMAT
THE DIPLOMATIC ADVISORY GROUP

THIS AGREEMENT dated 23 December 2014

BETWEEN:

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

and

Patronat Catalunya Mòn – Consell de Diplomàcia Pública de Catalunya (PCM – DIPLOCAT),
Avinguda Diagonal, 418 1r. 2a., 08037 Barcelona ("the Client").

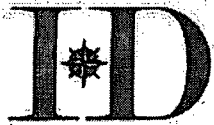
WHEREAS:

- (a) ID is an independent non-profit organization established in order to offer advice and practical assistance in diplomacy and foreign policy to governments and political groups; 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 services in establishing relevant contacts in the political, economic, social, institutional and media world, as well as in defining, developing and implementing media and communication strategies, setting up networks and relationships, and preparing and conducting negotiations, as set out in the schedule attached hereto ("the Services").
2. ID shall provide the Services to the Client from 1 January 2015 ("the Commencement Date") for a period of 12 months, terminating on 31 December 2015 ("the Term") unless terminated prior thereto pursuant to the terms of this Agreement.
3. The Client shall pay to ID, in consideration of the Services provided by ID, a fee of €46,700 per month ("the Fee") for the duration of the Term, which includes all travel, accommodations and related expenses incurred in connection with the performance of the duties in this Agreement ("the Expenses"). All travel will be economy class and accommodation will be in hotels with a maximum of 4 stars.
4. ID shall:
 - a. Upon signature of this Agreement submit an invoice to the Client for €46,700.
 - b. Every month on the monthly anniversary date of the first invoice submit an invoice to the Client for €46,700.
 - c. Deliver a monthly report on the activities performed, the advances achieved and a retrospective and prospective assessment on the implemented strategies.

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5. All invoices shall be paid within 15 days from the date of the invoice. Any late payment shall entitle ID to terminate this Agreement, if not already terminated, by giving the Client 7 days' notice in writing, apart from exceptional circumstances duly justified.

6. During the Term, ID may accept and perform engagements for other clients, which do not impinge upon its ability to provide the Services.

7. 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.

8. The Client shall notify ID of the individuals 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. For their part, ID will name a contact person who will be at the disposition of the Client to attend to the Client's needs, questions, and to provide ongoing information about progress being made in carrying out the Services. ID can nominate a member of its staff to work from the premises of the Client's secretariat.

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. Subject, however, to ID's right to publicise its work including the existence of this Agreement, which ID may only do without revealing any confidential information and having obtained the Client's previous authorization.

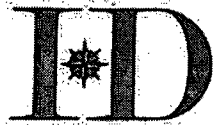
10. The Client understands and accepts that the information provided to it by ID as appropriate may need to be treated in the strictest confidence.

11. The Client may terminate this Agreement by notice in writing to ID 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 it.

12. ID shall not be liable for any loss, damages, expenses of whatsoever nature or kind suffered by the Client, its servants, agents, employees or contractors arising out of ID's performance of this Agreement unless those resulting from gross negligence and/or recklessness. The Client shall not be liable for any loss, damages, and expenses of whatsoever nature or kind suffered by ID, its servants, agents, employees

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or contractors arising out of the performance of this Agreement unless those resulting from gross negligence and/or recklessness.

13. 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 are not related to the object of this Agreement and its Services.

14. ID may terminate this Agreement by 7 days' notice in writing to the Client if:

- a. The Client or those for whom it is responsible seeks to compromise or undermine the status of ID as a politically neutral independent facilitator;
- b. The Client or those for whom it is responsible acts in serious contravention of international law; or
- c. Any breach by the Client of the duties established in this Agreement, including without limitation, any payment obligations to ID.

15. This Agreement contains the entire agreement of the parties. It may only be changed by written agreement.

16. Both parties may terminate this Agreement at any time upon mutual agreement.

17. This Agreement shall terminate automatically in the following events:

- a. Liquidation or Dissolution of either party to this Agreement;
- b. Declaration of bankruptcy or insolvency in any proceeding by either party to this Agreement;
- c. The impossibility to perform the agreement as agreed, judicial suspension or cancellation of the agreement, or certainty of causing damage to public interest if the agreement is executed under the same terms, provided these terms cannot be modified.

18. No waiver of any breach of any term or provision of this Agreement shall be construed to be, nor shall be, a waiver of any other breach of this Agreement. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by duly authorized representatives of both parties to this Agreement.

19. 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 resolved by arbitration before a sole arbitrator in accord 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.

20. All provisions of this Agreement that, either expressly or impliedly, contain obligations that extend beyond termination of this Agreement – including without limitation the provisions of paragraphs 9, 17 and 18 hereof – shall survive such termination for any reason.

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21. 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 (with electronic confirmation of delivery) 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, Albert Royo i Mariné, Secretary General, PCM - DIPLOCAT

Signed _____

Date:

For ID _____

By Carne Ross, Executive Director, Independent Diplomat

Signed _____

Date: _____

SERVICES

The Services provided at the international level by ID to the Client shall include:

- 1) Advice on and assistance with engaging the international policy community;
- 2) Collection and analysis of information regarding the Client's political situation;
- 3) Tailored research;
- 4) Preparation of communications, speeches, statements and press articles;
- 5) Management and coordination of high-level visits;
- 6) Assistance with strengthening networks and relationships in key centres;
- 7) Other services that may be agreed on from time to time between the parties.

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