

OMB No. 1124-0004; Expires May 31, 2020

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 <https://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: <https://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: <https://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, Counterintelligence and Export Control 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  
KRL International LLC

2. Registration No.  
5788

3. Name of Foreign Principal  
Democratic Republic of Congo

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.

To provide lobbying and public relations to assist Client in the fight against sexual violence and child recruitment in the Armed Forces. (Please see scope of services page 13 in agreement.)

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

Will provide lobbying and public relations efforts to assist Client in the fight against sexual violence and child recruitment in the Armed Forces. (Please see scope of services page 13 of agreement).

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.

Please see agreement page 13, Scope of Services.

**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
10/11/17	Jeffrey Haymaker Chief Financial Officer	

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.

*revised by [unclear] on main page.*

(1) THE DEMOCRATIC REPUBLIC OF CONGO, OFFICE OF THE PERSONAL REPRESENTATIVE OF THE HEAD OF STATE IN CHARGE OF THE FIGHT AGAINST SEXUAL VIOLENCE AND CHILD RECRUITMENT IN THE ARMED FORCES

AND

(2) KRL INTERNATIONAL LLC

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AGREEMENT FOR THE PROVISION OF PUBLIC RELATIONS AND LOBBYING SERVICES

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September 5, 2017

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THIS AGREEMENT is made on the 5th of September, 2017

**PARTIES:**

- (1) The Democratic Republic of Congo, Office of the Personal Representative of the Head of State in Charge of the Fight Against Sexual Violence and Child Recruitment in the Armed Forces (the "OPR");
- (2) KRL International LLC, a company registered in Nevada, United States of America, with registration number 20-59990197 with offices at 1701 K Street NW, Suite 550, Washington, D.C. ("KRL").

**WHEREAS:**

- (A) The OPR is responsible on behalf of the GoDRC for developing and implementing programs and strategies in the fight against conflict-related sexual violence and recruitment and use of children in the armed forces in the DRC and mobilizing resources worldwide towards the achievement of these goals.
- (B) After signing a program called "Communiqué conjoint" with the United Nations on March 23, 2013, the GoDRC through the OPR enacted an action plan to actively fight the proliferation of sexual violence.
- (C) KRL is an international company with extensive experience and expertise in the field of government and public relations, lobbying and global communications strategies and is able to provide efficient and tailored solutions to support the OPR's activities.
- (D) KRL has made a proposal of advocacy in support of the de-listing of the DRC from the annexes of United Nations Secretary-General's report on conflict-related sexual violence.
- (E) The Parties wish to enter into this Agreement for provision of the Services by KRL to the OPR under the terms and conditions set out below.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the Parties hereto agree as follows:

**1. DEFINITIONS AND INTERPRETATION**

**1.1 Definitions**

Apart from the terms defined elsewhere in this Agreement, capitalized terms and expressions used herein shall have the meaning stated below:

"Agreement" means the agreement set out in this document, and any amendments thereto as may be agreed from time to time by the Parties;

"Business Day"	means any day other than a Saturday, Sunday or public holiday in the USA and the DRC;
"Confidential Information"	means this Agreement, all data, reports, records and other information of any kind whatsoever developed or acquired by any Party in connection with this Agreement and designated as "confidential" (however it is conveyed or on whatever media it is stored), intellectual property rights, know-how and any sensitive information which may be regarded as the confidential information of the disclosing Party;
"DRC"	means the Democratic Republic of Congo;
"DRC Personal Representative"	the personal representative of the head of state in charge of the fight against sexual violence and child recruitment in the armed forces;
"Effective Date"	means the date this Agreement takes effect as set out in clause 4;
"GoDRC"	means the Government of the DRC;
"KRL Personnel"	means all employees, agents, consultants and contractors of KRL;
"Parties"	means the Parties to this Agreement;
"Services"	means all of the activities to be undertaken by or to be performed by KRL as described in Schedule 1 as may be amended from time to time by the Parties;
"Service Fees"	means the fixed monthly charges payable by OPR to KRL in consideration of the Services as set out in Schedule 2;
"UNGA"	means the 27 September United Nations General Assembly;
"USA"	means the United States of America;
"USD"	means the United States Dollar.

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1.2 **Interpretation**

In this Agreement, unless a contrary indication appears,

- 1.2.1 headings are for ease of reference only and do not alter the meaning of this Agreement in any way;
- 1.2.2 words importing the plural shall include the singular and vice versa;
- 1.2.3 references to clauses and schedules are references to clauses and schedules of this Agreement;
- 1.2.4 a reference to any statute, other legislation or professional standard or any provision thereof is a reference to that statute, other legislation or professional standard, as it may be amended or re-enacted from time to time;
- 1.2.6 a reference to any document is to be construed as a reference to that document as it may be amended from time to time, but excluding for this purpose any amendment which is made in breach of this Agreement;
- 1.2.8 a reference to any person is, where relevant, deemed to be a reference to or to include, as appropriate, that person's successors or authorized assignees, as the case may be; and
- 1.2.7 when any number of days are prescribed in this Agreement, same shall be reckoned of the first and inclusively of the last day.

2. **APPOINTMENT**

- 2.1 The OPR hereby appoints KRL to assist and provide to the OPR on a non-exclusive basis the Services in accordance with the terms and conditions of this Agreement.
- 2.2 KRL hereby accepts the appointment upon the terms and conditions set out in this Agreement.

3. **SCOPE OF WORK**

- 3.1 KRL shall provide the Services to the OPR as set out in clause 5 and the Scope of Services provided in Schedule 1.
- 3.2 Any material change in the scope of the Services shall be made by mutual agreement in writing the Parties.

4. **TERM**

Despite the date of signature hereof, the term of this Agreement shall be 105 days commencing on the Effective Date being September 5 to December 15, 2017.

5. **KRL'S RESPONSIBILITIES**

- 5.1 KRL shall perform its duties, obligations, and the Services set forth herein with reasonable skill and care, to a standard to be reasonably expected from a professional international supplier of public relations and lobbying services.

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- 5.2 KRL shall promptly and efficiently perform the Services as and when required by the OPR.
- 5.3 KRL agrees with the OPR:
- 5.1.1 to work diligently to protect and promote the interests of the OPR and meet its goals and objectives at all times;
  - 5.1.2 to provide the OPR with a written record of all matters of substance discussed at meetings or in telephone conversations between the Parties within five (5) Business Days following the meeting or conversation. If the subject matter of a contact report is not questioned by the OPR within five Working Days of its receipt, it will be taken to be an accurate record of the meeting or telephone conversation to which it refers;
  - 5.1.3 to keep detailed and accurate records of all activities undertaken on behalf of the OPR and keep the OPR fully informed of such activities including all key meetings, discussions and results of the meetings and information gathered during such discussions, and correspondence with representatives of the media and key players and/or validators and produce written status reports and updates on achievements on a monthly basis or at such intervals and in such form as the OPR may from time to time require.
- 5.4 KRL shall be available in a timely manner by telephone or email to provide consultation and advice and, if required, attend brainstorming sessions organized by the OPR to decide on the strategic media planning, public relations and other specialty communications and technical services.
- 5.5 KRL shall ensure that each KRL Personnel engaged to provide the Services pursuant to this Agreement shall have the knowledge and skills to adequately and competently perform the duties, obligations, and the Services set forth herein and to provide and perform the Services to the OPR's satisfaction for the agreed compensation.
- 5.6 KRL agrees that, prior to assigning any person so engaged to provide the Services, KRL shall disclose to the OPR, in writing, the name of each person engaged and shall ensure that such person is not conflicted to act on behalf of the OPR.
- 5.7 KRL shall, at all times, comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations related to this Agreement (the **Applicable Regulations**). In the event any of the terms of this Agreement are inconsistent with the **Applicable Regulations**, the Agreement shall be construed to operate in conformity with the requirements of the **Applicable Regulations**.
- 5.8 KRL shall not do or omit to do anything that might constitute a breach of this Agreement.



6.9 To enable the OPR to measure the quality of service delivery, KRL shall make reasonable efforts to achieve the goals defined in the key performance indicators set out in Schedule 3.

6. **OPR'S RESPONSIBILITIES**

6.1 The OPR undertakes promptly to provide KRL with all information, assistance and materials that KRL requests from time to time to facilitate the proper and timely performance of the Services.

7. **FEE'S AND PAYMENT TERMS - TRAVEL COSTS**

7.1 In consideration of the provision of the Services, the OPR shall pay to KRL the Service Fees as set out in Schedule 2.

7.2 The OPR shall advance the cost of economic-class travel, including the expenses normally associated with travel to New York City from Washington, DC for two persons to provide on the ground support to the DRC Personal Representative during UNGA, based upon pre-approved estimates.

7.3 Any additional travel expenses, to include international travel, will cover the cost of travel and accommodations (i.e. Hotel room fee only), and will be submitted and approved by the OPR in advance of any travel. An estimate thereof shall be provided by KRL to the OPR upon request and given based upon best available pricing at the time of travel.

8. **CONFIDENTIAL INFORMATION**

8.1 Except as otherwise provided herein, the terms and conditions of this Agreement, all data, reports, records and other information of any kind whatsoever developed or acquired by any Party in connection with this Agreement and designated as "confidential" (however it is conveyed or on whatever media it is stored) will be treated by the Parties as such.

8.2 Each Party hereby warrants that:

8.2.1 any person employed or engaged by it (in connection with this Agreement in the course of such employment or engagement) shall treat all Confidential Information belonging to the other Party as confidential, safeguard it accordingly and only use such Confidential Information for the purposes of this Agreement; and

8.2.2 any person employed or engaged by it (in connection with this Agreement in the course of such employment or engagement) shall not disclose any Confidential Information to any third party without prior written consent of the other Party, except where disclosure is otherwise expressly permitted by the provisions of this Agreement;

8.3 KRL undertakes to make no reference in any advertising or other promotional material to this Agreement without the prior written consent of the OPR.

8.4 The confidentiality obligations under this Agreement shall survive termination and shall continue for a period of 24 months after the effective date of termination of this Agreement.

8.5 The provisions of clauses 8.1 and 8.2 shall not apply to any information received by one Party from the other:

8.5.1 which is or becomes public knowledge (other than by breach of this clause 8.2);

8.5.2 which was in the possession of the receiving Party, without restriction as to its disclosure, before the date of receipt from the disclosing Party;

8.5.3 which is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure;

8.5.4 which is independently developed without access to the Confidential Information;

8.5.5 which must be disclosed pursuant to a statutory, legal or parliamentary obligation placed upon the Party making the disclosure.

9. **CONFLICT OF INTEREST**

9.1 KRL shall identify any existing or potential conflicts of interest which are currently known or anticipated, as well as representation of the parties or other relationships that would be of a nature disapproved by the OPR. KRL agrees that it will avoid activities which may conflict with its duties to the OPR as described herein. In providing services under this Agreement, the KRL expressly agrees that

9.1.1 as of the date of this Agreement, KRL does not represent any client whose interest is currently adverse to the interest of the OPR;

9.1.2 if, during the term of this Agreement, it determines that a client represented by KRL has or may potentially have an interest adverse to the interest of the OPR, KRL shall immediately disclose such conflict of interest to the OPR.

10. **INDEPENDENT CONTRACTOR**

KRL is an independent contractor. KRL warrants that: (a) it is a limited company duly registered in accordance with the law of the laws of the jurisdiction of its incorporation; (b) it is the employer of any individuals who carry out the Services on its behalf, and (c) nothing in this Agreement shall be construed or have the effect of giving rise to a relationship of employer and employee between the OPR on the one hand and KRL or any of KRL Personnel on the other.

11. **GENERAL**

11.1 **Force majeure**

Neither Party shall be liable for any delay in performing or failure to perform its obligations hereunder to the extent that and for so long as the delay or failure results from any cause or circumstance whatsoever beyond its reasonable control (hereinafter, an "event of force majeure") provided the same arises without the fault or negligence of such Party. Each Party shall use its reasonable endeavours to minimise the effects of any event of force majeure.

**11.2 Waiver**

No delay by or omission by either Party in exercising any right, power, privilege or remedy under this Agreement shall operate to impair such right, power, privilege or remedy or be construed as a waiver thereof. Any single or partial exercise of any such right, power, privilege or remedy shall not preclude any other or further exercise thereof or the exercise of any other right, power, privilege or remedy.

**11.3 Severability**

If any provision or part of a provision of this Agreement shall be or shall become unenforceable, void or invalid (as the case may be) such provision or part thereof shall not affect and shall be deemed to be severed from the remainder of this Agreement to the intent that the remainder of the affected provision and this Agreement shall be or shall continue to be fully enforceable and valid.

**11.4 Amendment**

No provision of this Agreement shall be amended, supplemented or deprived of effect except by written amendment signed by all of the Parties to this Agreement.

**11.5 Assignment**

**11.5.1** Neither Party shall be entitled to assign or transfer any of their rights or obligations in terms of this Agreement without obtaining the prior written consent of the other Party.

**11.5.2** Any assignment agreed to by a Party will not relieve the other Party of any obligations required to be performed by that Party under this Agreement.

**11.6 Entire Agreement**

This Agreement constitutes the entire agreement and understanding of the Parties and supersedes any previous agreement between the Parties relating to the subject matter of this Agreement, whether oral or in writing. The Parties agree that neither of them have been induced to enter into this Agreement in reliance upon any warranty, representation, statement, agreement or undertaking of any kind (whether negligently or innocently made) of any person other than as expressly set out in this Agreement.

**11.7 Implementation and good faith**

**11.7.1** The Parties undertake to do all such things, perform all such acts and take all steps to procure the doing of all such things and the performance of all such acts, as may be necessary or incidental to give or conducive to the

giving of effect to the terms, conditions and import of this Agreement.

11.7.2 The Parties shall at all times during the continuance of this Agreement observe the principles of good faith towards one another in the performance of their respective obligations in terms of this Agreement.

11.8 Notices and addresses

11.8.1 Notices - Any notice, consent, approval or other communication in connection with this Agreement (Notice) will be in writing.

11.8.2 Addresses - Each Party chooses the physical address, fax number and/or email address corresponding to its name below as the address to which any Notice must be sent.

FOR the OPR:

Physical address:  
3098, Av Batelela, Imm. Crown Tower,  
12eme étage/Suite 1206,  
C/Gombe, Kinshasa  
Democratic Republic of Congo

Email address: vmawisa@stopdrcsexualviolence.com

Marked for the attention of: Mrs Jeanine Mabunda Liko  
Personal Representative

FOR KRL:

Physical address: 1701 K Street, NW,  
Suite 550, Washington, DC, 20006  
Email address: riva@kriinternational.com  
Marked for the attention of:  
K. Riva Levinson  
President and CEO

11.8.3 A Party may by Notice to the other Party change its address and/or the person, if any, for whose attention any Notice must be marked as provided in clause 11.8.2.

11.8.4 Effectiveness of Notices - Any Notices to be made under or in connection with this Agreement will only be effective if:

(a) Any Notice takes effect when received by the recipient (or on any later date specified in the Notice) and, unless the contrary is proved, is deemed to be received:

(i) on the day of delivery, if delivered by hand to a responsible

person at the recipient's physical address in clause 11.8.2. If delivery is not on a Business Day, or is after ordinary business hours on a Business Day, the Notice is deemed to be received on the Business Day after the date of delivery;

(ii) on the first Business Day after the date of transmission, if sent by fax to the recipient's fax number;

(iii) on the first Business Day following the successful transmission thereof as evidenced by the electronic confirmation of receipt (unless the contrary is proven), if sent by email to the recipient's email address in clause 11.8.2.

12. **APPLICABLE LAW**

This Agreement shall be governed by and construed in accordance with the law of the DRC.

13. **DISPUTE RESOLUTION**

13.1 **Amicable settlement** - The Parties shall use all reasonable endeavours to negotiate in good faith and settle amicably any dispute that arises during the continuance of this Agreement.

13.2 **Mediation/Arbitration** - In the event of any dispute arising out of or in connection with this Agreement, the Parties shall first refer the dispute to proceedings under the ICC Mediation Rules of the International Chamber of Commerce (ICC). If the dispute has not been settled pursuant to the said Rules within 45 days following the filing of a Request for Mediation or within such other period as the Parties may agree in writing, such dispute shall thereafter be finally settled under the Rules of ICC Arbitration by one or more arbitrators appointed in accordance with the said Rules of Arbitration. The place of arbitration shall be Paris, France.

13.3 **Injunctive relief** - Nothing in this Agreement shall restrict or exclude the right of either Party to seek injunctive relief against the other Party.

14. **COUNTERPARTS**

This Agreement may be executed in counterparts, each of which will be an original and which together constitute the same Agreement.

15. **COSTS**

Each Party shall pay its own cost of negotiating, drafting, preparing and implementing this Agreement.

Signed at Kinshasa on the 1<sup>st</sup> day of September 2017

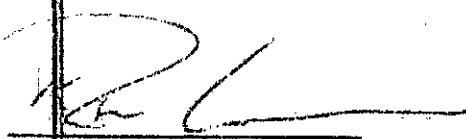
For and on behalf of

The Democratic Republic of Congo, Office of the Personal Representative in Charge  
of the Fight against Sexual Violence and Child Recruitment in the Armed Forces

Name: ISAHANE CESTUDA  
Capacity:  
Who warrants authority

Signed at CL on the 1<sup>st</sup> day of September 2017

For and on behalf of  
KRL International Limited



Name:  
Capacity:  
Who warrants authority  
Ryan Lewis  
CEO



#### SCHEDULE 1 - SCOPE OF SERVICES

In addition to general responsibilities of KRL set out in clause 5 of this Agreement, the Services to be provided by KRL during the Term in support of the OPR with the UNGA serving as a launching point shall consist of, but not limited to:

- providing technical assistance to help document progress that has been made in the fight against sexual violence in the DRC, including the OPR's measurable achievements, to provide the delisting campaign with broader context;

- developing a messaging strategy highlighting the cooperation of the OPR with the UN Secretary General's Special Representative on Sexual Violence in Conflict, and focusing on the recommendations of the 2017 Report of the Secretary-General on Conflict-Related Sexual Violence directed toward the DRC:

- ❖ demonstrate sustained efforts to combat sexual violence, including bringing perpetrators to justice irrespective of rank or affiliation;
- ❖ demonstrate that victims and witnesses are protected and that reparations are paid;
- ❖ indicate the implementation of action plans, as well as progress regarding the road map of priorities; and
- ❖ demonstrate efforts to scale up services, including socioeconomic reintegration support;

- toward the above, identifying decision makers within the UN framework and among its Member States and organizations, who should be targeted for outreach and engagement regarding the DRC's progress in the implementation of the action plan, including the office of Ms. Pramila Patten, the UN Secretary General's Special Representative on Sexual Violence in Conflict.

- arranging a program of meetings for the DRC Special Representative with key stake stakeholders in the fight against sexual violence, such as UN Ambassadors of UNSC members, as well as third-party advocates for the OPR such as NGOs and humanitarian organizations, including Physicians for Human Rights. The program will also seek out opportunities for public remarks and roundtable discussions, as appropriate.

- building a media engagement strategy with targeted outreach, prioritizing coverage by third parties who can showcase programs and initiatives led by the OPR which address and prevent sexual violence;

- working as a partner with the GoDRC's UN team to maximize KRL recommendations and support through a US system of outreach; and

**SCHEDULE 2 - SERVICE FEES**

The DPR shall pay to KRL the Service Fees set at twelve thousand (12,000) USD per month with sixty (60) percent (i.e. twenty-eight thousand (28,000) USD payable upon signature of the agreement, twenty (20) percent (i.e. nine thousand six hundred (9,600) USD payable on November 1, 2017 and the remaining twenty (20) percent (i.e. nine thousand six hundred (9,600) USD payable on December 1, 2017.

The Service Fees shall be exclusive of any applicable withholding taxes or charges imposed in the DRC.



**SCHEDULE 3 – KEY PERFORMANCE INDICATOR (KPI's)**

An adjusted international communication program to develop a messaging framework from September 5, 2017 is available, presented, reconfirmed and implemented with formal monthly review of activities.

Develop robust support and recognition plan for the work of the OPR and the GoDRC's efforts to be delisted from the UN Secretary General's annual report, expected to be published in March 2018.

Provide best effort toward key media coverage in international media, with a focus on the specific mandate of the OPR, while negative press is handled appropriately.

Tangible support for outreach and engagement initiatives outside of the UN with thought leaders and key influencers in the United States and Europe for the consolidation of outreach and relationship building initiated at the UNGA and to support follow up efforts.

At least 3 high level meetings to be organized and monitored up to the end of the Term to engage third party validators, in addition to the development and execution of an advocacy and messaging strategy to raise awareness of the accomplishments and ongoing efforts of the OPR to address sexual violence in the DRC.

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