

Exhibit A
To Registration Statement
Pursuant to the Foreign Agents Registration Act of 1938, as amended

Privacy Act Statement. The filing of this document is required by 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 this 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 .49 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.

*Furnish this exhibit for EACH foreign principal listed in an initial statement
and for EACH additional foreign principal acquired subsequently.*

1. Name and address of registrant Independent Diplomat, Inc.	2. Registration No. 5860
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3. Name of foreign principal The Government of Southern Sudan (GOSS)	4. Principal address of foreign principal Government of Southern Sudan Mission to the United States 1233 20th Street, NW, Suite 602 Washington DC 20036
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5. Indicate whether your foreign principal is one of the following:

Foreign government

Foreign political party

Foreign or domestic organization: If either, check one of the following:

<input type="checkbox"/> Partnership	<input type="checkbox"/> Committee
<input type="checkbox"/> Corporation	<input type="checkbox"/> Voluntary group
<input type="checkbox"/> Association	<input type="checkbox"/> Other (specify): _____

Individual-State nationality _____

6. If the foreign principal is a foreign government, state:

a) Branch or agency represented by the registrant
n/a

b) Name and title of official with whom registrant deals
Ezekiel Lol Gatkuoth, Head of GOSS Mission to the US

7. If the foreign principal is a foreign political party, state:

a) Principal address
n/a

b) Name and title of official with whom registrant deals
n/a

c) Principal aim
n/a

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8. If the foreign principal is not a foreign government or a foreign political party,

a) State the nature of the business or activity of this foreign principal.

n/a

b) Is this foreign principal

Supervised by a foreign government, foreign political party, or other foreign principal

Yes No

Owned by a foreign government, foreign political party, or other foreign principal

Yes No

Directed by a foreign government, foreign political party, or other foreign principal

Yes No

Controlled by a foreign government, foreign political party, or other foreign principal

Yes No

Financed by a foreign government, foreign political party, or other foreign principal

Yes No

Subsidized in part by a foreign government, foreign political party, or other foreign principal

Yes No

9. Explain fully all items answered "Yes" in Item 8(b). *(If additional space is needed, a full insert page must be used.)*

n/a

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

n/a

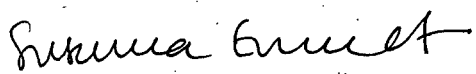
Date of Exhibit A 8 July 2009	Name and Title Susanna P. Emmet, Assistant Secretary	Signature 
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Exhibit B
To Registration Statement
Pursuant to the Foreign Agents Registration Act of 1938, as amended

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. One original and two legible photocopies of this form shall be filed for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

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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	CIM/CES/REGISTRATION UNIT 2009 JUL 20 PM 2:36
3. Name of Foreign Principal The Government of Southern Sudan (GOSS)		

Check Appropriate Boxes:

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. Staff members will provide advice to GOSS on its diplomatic strategy. This advice will include analysis of the diplomatic situation, for example at the United Nations Security Council, the African Union, the European Union, and from time to time canvassing the views of the US Government.


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

Staff members will provide advice and support to GOSS on diplomatic communications (letters to the UN Security Council, for example), preparation for international visits and meetings, and assistance with drafting of speeches. Advice will also include suggestions and recommendations for tactics GOSS might follow to achieve their goals, including legal tactics.

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 solicit the views of the US Government by meeting with key officials and desk officers in the State Department and other US agencies to gather their views. We will inform GOSS of this information and, on that basis, advise them how to best tailor their own approach to the US Government.

Date of Exhibit B 8 July 2009	Name and Title Susanna Emmet, Assistant Secretary	Signature 
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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.



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THIS AGREEMENT dated 23 June, 2009

BETWEEN:

Independent Diplomat, Inc. of 137 Second Ave, 2nd Floor, New York, NY 10003 ("ID")

and

The Government of Southern Sudan (GOSS) ("the Client").

WHEREAS:

(a) 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 marginalized governments and political groups. It is not connected to any government international organization or any other body; 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.

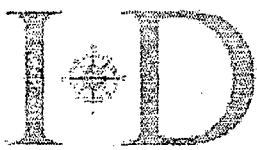
IT IS HEREBY AGREED AS FOLLOWS:

1. The Client has offered and ID has accepted engagement, on the terms set out in this Agreement, to provide advisory services to the Client as set out in the schedule attached hereto ("the Services").

2. ID shall provide the Services to the Client for a fixed period of 12 months, unless terminated prior thereto pursuant to the terms of this Agreement. The Commencement Date of this Agreement shall be one week after confirmation of the funding for this Agreement pursuant to Paragraph 3 below.

3. The Client shall pay to ID, in consideration of the Services provided by ID, a fee of USD 294,000 ("the Fee") together with travel, accommodation and related expenses ("the Expenses") not to exceed USD 50,000. The Fee shall cover a maximum of 100 consultancy days during the period of the Agreement. ID will provide the Client reasonable advance notice if it is close to drawing on ID's services in excess of this allowance. The Parties agree that the Client is not in a position itself to fully fund the Fee and the Expenses payable pursuant to this Agreement but as a contribution to that Fee and the Expenses will pay ID USD \$10,000 at a time during the period of the Agreement to be determined by the Parties. As to the remaining amount of the Fee and the

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Expenses, the Client agrees that ID and the Client will seek project funding from external sources. The Client agrees to cooperate with ID in seeking such funding, including by making representatives available, as appropriate, for the presentation of funding proposals to potential donors.

4. All travel will be economy class.

5. ID shall:

a. Within 28 days of this Agreement coming into force pursuant to Paragraph 2 above, submit an invoice for 50% of the Fee.

b. On the last working day of the sixth month from the Commencement Date, provide the Client with an invoice for the remaining 50 per cent of the fee and, as appropriate, include the Expenses incurred together with receipts or vouchers.

c. Within 14 days of the termination of this Agreement, submit to the Client, as appropriate, an invoice for the remainder of the Expenses together with receipts or vouchers.

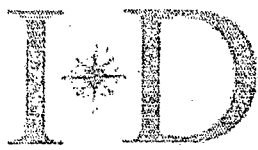
6. All invoices shall be paid within 15 days from the date of the invoice, any late payment shall entitle ID to terminate this Agreement, if not already terminated, by giving the Client 7 days notice in writing.

7. During the period of this Agreement, ID may accept and perform engagements for other clients, which do not impinge upon its ability to provide the Services.

8. 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.

9. 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.

10. 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



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with ID's performance of the Agreement or as required by law. 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.

11. 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.

12. 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.

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 do not fall within the Services.

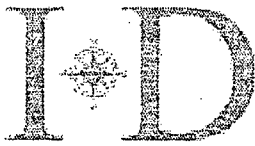
14. ID may terminate this Agreement by 7 days notice in writing to the Client in relation to:

a. the Client or those for which 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. any breach by the Client of the terms of this Agreement.

15. This Agreement contains the entire agreement of the parties. It may not be changed by oral agreement but only in writing.



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16. 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.

17. 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 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.

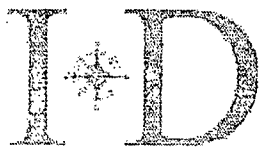
For the Client

By *Sen Oyay Dug*
Ayale
MRC

Signed *[Signature]*
23/6/04

For ID

By Carne Ross, Executive Director Signed *Carne Ross*

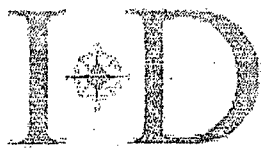


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SERVICES

1. Independent Diplomat (ID) will provide advice to the Client (the Government of Southern Sudan or GOSS) on its diplomatic strategy.
2. This advice will include analysis of the diplomatic situation, for example at the UN Security Council, African Union and European Union.
3. ID's advice will also include suggestions and recommendations for tactics that the GOSS might follow in order to achieve their goals, including legal tactics where ID is able to draw upon pro-bono legal advice.
4. ID will additionally offer assistance with diplomatic tools and techniques, including the preparation of formal diplomatic communications (letters to the UN Security Council, for example), preparation for international visits and meetings, and assistance with the drafting of speeches.
5. Advice will be provided and support offered both proactively by ID and in response to specific requests from the Client.
6. ID will visit the Client at least once during the Term to facilitate the above.
7. The Client agrees to host ID during visits to the GOSS including by providing security, transport, accommodation and meals.



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Notes on Independent Diplomat's Services

1. All of ID's clients must have been assessed positively against ID's ethical criteria, which are commitment to democratic, accountable, transparent and corruption-free government; protection of human rights; and respect for international law. Independent Diplomat's advice will always be within the framework of international law and accepted human rights norms and ID will not condone or advocate the use of violence or abuse of human rights.
2. Independent Diplomat's purpose is to assist in the prevention and resolution of conflict. It does not in any way seek to get involved in political activity or to produce specific political outcomes but to assist its clients in seeking peaceful resolution to their needs. ID does not wish to be party-political in the countries in which it operates and seeks to serve the best interests of the country as a whole.
3. ID does not act as an advocate for individuals or organisations or their programmes or for any political or ideological point of view, and is a politically neutral independent facilitator.