

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 FARA Unit in Washington, DC. Statements are also available online at the FARA 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 .32 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, FARA 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  
theGroup DC, LLC

2. Registration Number  
6388

3. Name of Foreign Principal  
Government of the Republic of Trinidad and Tobago

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. What is the date of the contract or agreement with the foreign principal? 01/24/2024
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Consulting services, specifically analysis and strategic counsel regarding U.S. policy and political developments of concern to the principal.

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

Consulting services, specifically analysis and strategic counsel regarding U.S. policy and political developments of concern to the principal.

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10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act<sup>1</sup>.

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. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Political activities will include consulting, outreach and advocacy services among members of Congress, the executive branch, and relevant economic and advocacy groups regarding U.S. policy and political developments of concern to, and as directed by, the principal.

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11. Prior to the date of registration<sup>2</sup> for this foreign principal has the registrant engaged in any registrable activities, such as political activities, for this foreign principal?

Yes  No  N/A - This statement is filed to update the registrant's agreement/contract with the foreign principal.

If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Set forth below a general description of the registrant's activities, including political activities.

Set forth below in the required detail the registrant's political activities.

Date	Contact	Method	Purpose
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12. During the period beginning 60 days prior to the obligation to register<sup>3</sup> for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise?

Yes  No  N/A - This statement is filed to update the registrant's agreement/contract with the foreign principal.

If yes, set forth below in the required detail an account of such monies or things of value.

Date Received	From Whom	Purpose	Amount/Thing of Value
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13. During the period beginning 60 days prior to the obligation to register<sup>4</sup> for this foreign principal, has the registrant disbursed or expended monies, or disposed of anything of value other than money, in connection with activity on behalf of the foreign principal or transmitted monies to any such foreign principal?

Yes  No  N/A - This statement is filed to update the registrant's agreement/contract with the foreign principal.

If yes, set forth below in the required detail an account of such monies or things of value.

Date	Recipient	Purpose	Amount/Thing of Value
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<sup>1</sup> "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.

<sup>2,3,4</sup> Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.


**EXECUTION**

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, 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	Printed Name	Signature
01/31/2024	Paul L. Miller III	/s/Paul L. Miller III
_____	_____	_____
_____	_____	_____
_____	_____	_____

**EXECUTION**

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, 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	Printed Name	Signature
1/31/2024	Paul L. Miller III	



# **Ministry of Finance**

**RFP Ref #: 44/5/3 Temp. #1**

## **RETAINER AGREEMENT**

**Between**

**THE PERMANENT SECRETARY**

**AND**

**theGROUP DC LLC**

**FOR**

**Provision of Lobbying Services for the  
Government of the Republic of Trinidad and  
Tobago for a period of two (2) years**

**TRINIDAD AND TOBAGO**

**THIS RETAINER AGREEMENT** (hereinafter referred to as “**this Agreement**”) is made this 25th day of January, 2024 between **MICHELLE DURHAM-KISSOON**, Permanent Secretary, Ministry of Finance (which expression shall mean and include the person or persons for the time being carrying on the duties of Permanent Secretary, Ministry of Finance) acting herein for and on behalf of the **GOVERNMENT OF THE REPUBLIC OF TRINIDAD AND TOBAGO** (hereinafter referred to as “**GORTT**”) of Eric Williams Finance Building, Independence Square, Port of Spain in the island of Trinidad of the One Part and **the GROUP DC LLC** a firm with its registered office at 1730 Pennsylvania Avenue NW, Suite 500, Washington D.C. 20006, United States of America (hereinafter referred to as “**the Consultant**”) of the Other Part.

The GORTT and the Consultant being referred to individually as a “Party” and collectively as “the Parties”.

**WHEREAS:**

- I. GORTT is desirous of obtaining consultancy services for the provision of lobbying services on its behalf to further promote investments, improve legislative relations and strengthen the bi-lateral relationship between the Republic of Trinidad and Tobago and the United States to expand international economic opportunities and enhance the national security interests of the people of Trinidad and Tobago.
- II. Pursuant to this the GORTT issued a Request for Proposals (hereinafter referred to as “**the RFP**”) on January 5, 2024 which is hereto annexed and marked “**Appendix A**” with its Terms of Reference for the consultancy services at Part C.
- III. The Consultant in response to the RFP submitted its Proposal (hereinafter referred to as the “**Proposal**”) dated January 12, 2024 which is hereto annexed and marked “**Appendix B**”.

- IV. GORTT by letter of award (hereinafter referred to as the “**Letter of Award**”) dated January 19, 2024 (which is hereto annexed and marked “**Appendix C**”) informed the Consultant that its offer was accepted at a total cost of US\$2,700,000.00 for a period of two years to provide the consultancy services as outlined in its Proposal (hereinafter referred to as “**the Services**”).
- V. The Consultant having represented to GORTT that it has the required experience, qualifications and professional skills, personnel and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Agreement.

**NOW, THEREFORE**, the Parties hereby agree as follows:

1. The GORTT **HEREBY APPOINTS** the Consultant and the Consultant **HEREBY ACCEPTS THE APPOINTMENT** to act as Consultant to GORTT for the performance of the said Services in accordance with this Agreement and the Proposal.
2. This Retainer Agreement becomes effective on the date the final signature is affixed hereto (hereinafter referred to as the “**Effective Date**”).
3. This Agreement shall be for a period of Two (2) years from the Effective Date (hereinafter referred to as the “**Term of this Agreement**”) and remain in effect for the duration of this term unless the Parties otherwise agree to terminate this Agreement.
4. In consideration of the due performance and satisfactory completion of the Services, GORTT shall pay to the Consultant a fee of two million seven hundred thousand US Dollars (US\$2,700,000.00) (the “**Sum**”) payable in equal quarterly payments of Three Hundred and Thirty Seven Thousand Five Hundred US Dollars (US\$337,500.00) throughout the Term of this Agreement subject to the following:
  - (i) The First quarterly payment of the Sum shall become due and payable on the Effective Date of this Agreement and shall be paid by GORTT no later than thirty (30) days after the receipt from the Consultant of the appropriate invoice detailing payment instructions;
  - (ii) The second and all other subsequent quarterly payments shall become payable on the beginning of each quarter during each year of the Term of this Agreement and shall be paid by the GORTT no later than thirty (30) days after

the receipt from the Consultant of the appropriate invoice detailing payment instructions and made after the submission and approval of the quarterly reports in accordance with Clause 16.

(iii) The Sum shall be all inclusive, and shall include all consulting assistance, the production of all deliverables, all consumables, and all travel, living and accommodation expenses.

5. The following appendices shall comprise the documents for this Agreement and shall be deemed to form and to be read and construed as an integral part of this Agreement:

- (i) The RFP;
- (ii) The Proposal; and
- (iii) The Letter of Award

In the event of any inconsistency or conflict between this Agreement and any of the appendices hereinabove referred to, this Agreement will take precedence.

6. Each Party warrants its power to enter into this Agreement and has obtained all the necessary approvals to do so.

7. Any action required or permitted to be taken and any document required or permitted to be executed under this Agreement may be taken or executed on behalf of GORTT by the Permanent Secretary, Ministry of Finance or his/her designated representative.

8. Any action required or permitted to be taken and any document required or permitted to be executed under this Agreement may be taken or executed on behalf of the Consultant by the Chairman or his/her designated representative.

9. The Parties undertake to act in good faith with respect to each other's rights under this Agreement and to adopt all reasonable measures to ensure the realization of the objectives of this Agreement.

10. The Consultant shall comply with all of the requirements of the laws of the United States of America in order to register its representation of GORTT with the Government of the United States of America and to provide the Services.

11. During the Term of this Agreement, the Consultant shall devote its attention to the provision of the Services and shall at all times act with due diligence and efficiency and in accordance with this Agreement.
12. The Consultant shall throughout the term of engagement and following its termination maintain the strictest secrecy vis-à-vis third parties in respect of information; data or documents acquired or brought to its notice during the provision of the Services.
13. The Consultant shall exercise all reasonable skill, care and diligence in the discharge of its duties under this Agreement and shall carry out all its responsibilities in accordance with the highest professional standards of its profession.
14. The Consultant shall always act in respect of any matter relating to this Agreement, as faithful advisers to GORTT and shall at all times support and safeguard GORTT's legitimate interest in dealing with third parties.
15. The Consultant shall hold the GORTT interest paramount without any consideration for future work and strictly avoid conflict with other assignments or its own interest.
16. The Consultant shall submit reports in accordance with its Proposal to the "assigned designate" referred to in the Terms of Reference in the RFP which shall be the Permanent Secretary, Ministry of Finance.
17. The Consultant, within forty-five (45) days from the Effective Date will meet with each of the following agencies respectively the Ministry of National Security, the Ministry of Energy and Energy Industries, the Ministry of Foreign and CARICOM Affairs and the Ministry of Finance and formulate an implementation strategy and plan with time-tables for each deliverable in respect of the Services for submission to the Office of the Prime Minister.
18. The remuneration of the Consultant pursuant to Clause 2 shall constitute the Consultant's sole remuneration in connection with this Agreement. The Consultant

shall not accept for its own benefit, any trade, commission, discount or similar payment in connection with activities pursuant to this Agreement, or in the discharge of its obligations hereunder.

19. All data, studies and other documents prepared by the Consultant or obtained from any source in connection with the Consultant's work in pursuance of its obligations hereunder, shall become and remain the property of GORTT and the Consultant, not later than upon completion or termination of this Agreement, shall deliver to the Office of the Prime Minister all such data and documents together with a detailed inventory thereof. The Consultant may retain copies of such data and documents but shall not use them for purposes unrelated to this Agreement without the prior written approval of GORTT.
20. The Consultant shall be liable to the GORTT for the performance of the Services in accordance with the provisions of this Agreement and for any loss suffered by the GORTT as a result of any default of the Consultant in such performance.
21. The Consultant shall take out and maintain at their own cost insurance for professional negligence, malpractice and/or public liability of the types necessary to protect it from any suits or claims arising from any provision herein and specifically providing for coverage of the GORTT as a named Insured.
22. Either Party may terminate this Agreement if (i) the other Party is in material breach or fails to perform any of its material obligations under this Agreement; and (ii) after receiving written notice of such material breach, fails to remedy the material breach at issue within thirty (30) days. Upon the expiration of such period and in the absence of a mutually agreeable cure of the material breach, this Agreement shall terminate unless the Parties agree in writing to continue their engagement. For the purposes of this Clause, the claim by either Party that a material breach and/or a failure to perform a material obligation has occurred shall only be made in those circumstances in which the other Party's misrepresentations, wilful acts or omissions, either singularly or in the aggregate, have a material adverse effect on the objectives or Services outlined herein.

Termination by either Party pursuant to this Clause shall be without prejudice to any rights already accrued under this Agreement.

23. The Consultant shall have the status of an independent contractor throughout the Term of this Agreement. The Consultant shall be solely responsible for the payment of any and all federal, state and local taxes of any kind resulting from the Services provided by the Consultant or its employees or agents hereunder. GORTT shall not be required to pay any unemployment, worker's compensation or any other insurance on behalf of the Consultant or any of the Consultant's employees or agents.
24. Each Party shall protect, defend, indemnify and hold the other Party and its agents harmless from and against all losses and liabilities of every kind and character which may be alleged, asserted or claimed relating to or arising out of (i) the inaccuracy, nonfulfillment or breach of any representation, warranty, covenant or agreement made by the other Party herein; (ii) the other Party's performance of Agreement; or (iii) the fact that the Consultant is providing the Services as set forth in this Agreement, regardless of whether the Consultant is currently performing such Services if the other Party acted in good faith under this Agreement and had no reasonable cause to believe its conduct was unlawful. Notwithstanding the foregoing, neither Party shall be obligated to indemnify the other party for acts or omissions involving such other Party's fraudulent, dishonest, or wilful misconduct.
25. The Parties shall be excused from performing any obligations under this Agreement that are prevented or delayed by any occurrence not within their control, including but not limited to events of war, insurrection, or acts of God beyond the control of the Parties or man, or orders of any government authority.
26. This Agreement, including all appendices affixed hereto, shall constitute the entire Agreement between the GORTT and the Consultant. The terms and conditions set forth herein shall not be amended or modified except in writing and executed by both Parties.
27. The Consultant will be bound to maintain the highest levels of confidentiality and integrity in the execution of the Services as outlined in the Terms of Reference of the

RFP. The Consultant shall not unless otherwise authorized, divulge to any person(s), firm(s), Company (ies) or otherwise any information shared by the Office of the Prime Minister and any other Ministry.

28. If any term or provision of this Agreement shall be found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this Agreement. Such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable.
29. The failure to insist on strict compliance with any of the terms, provisions or conditions of this Agreement or the failure to exercise any right or privilege shall not operate or be construed as a waiver thereof, or of any subsequent breach thereof, or as a waiver of any other terms, provisions, conditions, privileges or rights.
30. This Agreement shall be governed, construed and interpreted in accordance with the Laws of the Republic of Trinidad and Tobago and any proceeding arising out of or in connection with this Agreement may be brought in any court of competent jurisdiction in the Republic of Trinidad and Tobago.
31.
  - (i) The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or its interpretation.
  - (ii) If after twenty-eight (28) days the parties have failed to resolve a dispute arising out of this Agreement ("the Dispute"), either of them shall serve notice on the other giving particulars of the Dispute and request a meeting to attempt to reach an amicable resolution of the Dispute. The parties agree to negotiate in good faith for the resolution of the Dispute during a period of up to fourteen (14) days from the receipt of such notice ("the Negotiating Period").
  - (iii) If the parties fail to resolve the Dispute between themselves during the Negotiating Period the parties may refer the same to a mutually agreed independent mediator, duly registered with the Mediation Board of Trinidad and Tobago in accordance with the Mediation Act of the Laws of Trinidad and Tobago Chapter 5:32 for non-binding mediation.

(iv) If after fourteen (14) days from the date of reference of the Dispute to mediation or such further period as the parties may agree in writing, the parties fail to resolve the Dispute by mediation, or if the parties do not proceed to mediation, either of the parties may submit the Dispute to an arbitrator be agreed upon by both parties in accordance with the provisions of the Arbitration Act of the Laws of Trinidad and Tobago Chapter 5:01 or any statutory modification thereof for the time being in force.

32. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

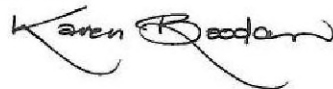
**IN WITNESS WHEREOF, MICHELLE DURHAM-KISSOON**, Permanent Secretary, Ministry of Finance, for and on behalf of the Government of the Republic of Trinidad and Tobago has hereunto set her hand this 25<sup>th</sup> day of January, 2024 and **ARTHUR COLLINS**, Chairman of **THE GROUP DC, LLC** has set his hand this 24th day of January, 2024.

**SIGNED by MICHELLE DURHAM- KISSOON )**

Acting Permanent Secretary, Ministry of )  
Finance for and on behalf of the Government of the )  
Republic of Trinidad and Tobago )

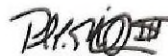


In the presence of: )



**SIGNED by ARTHUR COLLINS )**

for and on behalf of **THE GROUP DC,** )  
**LLC** in the presence of: )

  
Arthur R. Collins (Jan 24, 2024 20:48 EST)

Paul L. Miller III  
01/24/2024