

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

Dr. Samuel Brazys

2. Registration Number

7293

3. Name of Foreign Principal

Joint Committee on Compact Planning and Review

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? 07/31/2024
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Provision of services as advisor to OCM on economic matters as related to the Amended Compact and its subsidiary agreements

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

See Appendix for Response

10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act¹.

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.

Participation in Joint Economic Management Committee (JEMCO) and Compact Trust Fund Committee technical and members meetings. Correspond with members of the United States Government on matters regarding the proceedings of those meetings.

11. Prior to the date of registration² 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 register³ 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 register⁴ 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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¹ "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.

^{2,3,4} 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
10/09/2024	Samuel Brazys	<input data-bbox="889 457 959 485" type="text" value="Sign"/> /s/Samuel Brazys
_____	_____	<input data-bbox="889 541 959 581" type="text" value="Sign"/> _____
_____	_____	<input data-bbox="889 630 959 665" type="text" value="Sign"/> _____
_____	_____	<input data-bbox="889 709 959 749" type="text" value="Sign"/> _____

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

10-09-2024

Samuel Brazys



Appendix Response to Item 9

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

Advise on economic matters as related to the Amended Compact and its subsidiary agreements.

Review economic plans and development strategies.

Assist in setting goals related to the Amended Compact and its subsidiary agreements.

Assist in analyzing the Compact Trust Fund.

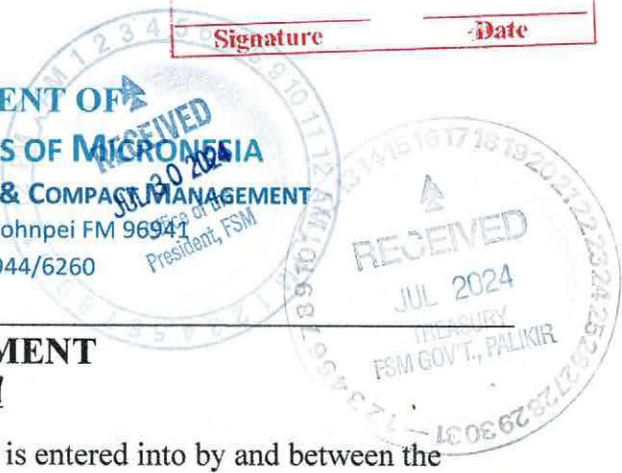
Assist in the development of the Annual Implementation Plan.

URGENT
Signature _____ Date _____



GOVERNMENT OF THE FEDERATED STATES OF MICRONESIA

OFFICE OF THE PRESIDENT | ODA & COMPACT MANAGEMENT
P.O. Box PS-5 | Palikir, Pohnpei FM 96941
Ph: (691)3203944/6260



CONSULTANT AGREEMENT
Contract # C240659

THIS CONSULTING AGREEMENT, hereinafter "Agreement," is entered into by and between the FSM National Government as represented by the Office of Compact Management (OCM), hereinafter "OCM," whose address is P.O. Box PS-51, Palikir, Pohnpei FM 96941, and Samuel Brazys, hereinafter "Contractor," whose address is S70 W15258 Honeysuckle Circle Muskego WI, 53150, collectively hereinafter referred to as the "Parties."

RECITALS:

WHEREAS, the 2023 Amendments to the Compact of Free Association were approved and ratified by FSM Congress on July 18, 2023;

WHEREAS, the 2023 Amendments to the Compact of Free Association were signed into U.S. law on March 9, 2024 and have become U.S. Public Law No. 118-42;

WHEREAS, it is critical that an advisory group be installed on a non-permanent basis to provide assistance during the early stages of implementation of the 2023 Amended Compact and its related agreements; and

WHEREAS, Contractor has extensive expertise in the field of economic development and has prior experience in the FSM;

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual covenants, promises, and obligations herein set forth, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Parties do hereby agree as follows:

1. **DURATION.** The duration of this contract is one year, to commence on July 31, 2024 and terminate on July 30, 2025. Upon giving thirty days prior written notice to the other party, either party may effect early termination without cause.
2. **SCOPE OF SERVICES.**
 - A. Contractor shall provide to OCM advice and services as advisor to OCM on economic matters as related to the Amended Compact and its subsidiary agreements; conduct a review assessment of existing state and national economic plans and development strategies; conduct research on economic issues that may have bearings on the FSM and recommend appropriate responses by

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the FSM; assess and propose adequate funding level for FSM national and state governments as related to the Amended Compact and its subsidiary agreements; assist in setting goals as related to the Amended Compact and its subsidiary agreements; assist in assessing and analyzing the Compact Trust Fund in meeting financial requirements of FSM; assist in the development of the Annual Implementation Plan; prepare technical reports or other data as needed for OCM; and perform other duties as assigned.

B. Contractor shall have no authority to bind either OCM or the FSM. All services hereunder shall be furnished in a timely and professional manner and in accordance with such calendars and schedules as Parties shall agree.

3. COMPENSATION. For all services rendered by Contractor, OCM agrees to pay Contractor at the rate of US \$80.00 per hour starting from July 31, 2024, with the ceiling of funding capped at \$75,000. Contractor shall invoice OCM for his time on the last day of every quarter, and all such payments shall be due and payable within thirty (30) days of receipt of such invoice. Such compensation may be adjusted from time to time as agreed by Parties.
4. CONFIDENTIALITY. All information relating to the nature of the services and tasks, operations, finances, and services of OCM, any and all information or data relating to any project, proposal, plan, marketing or other strategy of OCM, and any other information reasonably so designated in writing by OCM to Contractor shall be deemed strictly confidential, and shall be held in confidence by Contractor who shall not, during the term hereof, nor at any time thereafter, use, disclose, nor otherwise disseminate any such data or information except as shall be strictly necessary for Contractor's performance or services and with prior written consent of OCM. Contractor acknowledges and agrees that all of the foregoing information is proprietary to OCM, that all such information is unique and valuable asset of OCM, and that disclosure of such information to third parties or unauthorized use of such information would cause substantial and irreparable injury to OCM for which there would likely be no adequate remedy at law. Therefore, Contractor agrees that, in the event of any breach or attempted or threatened breach of any of the terms of this Section, OCM shall be entitled to injunctive or other equitable relief in addition to any other legal remedy or damages that may be available. Promptly upon the termination of this Agreement, Contractor shall return to OCM, without retaining any copies thereof, any and all documents, materials, and other items or property which contain or refer to any confidential information hereunder and which documents, materials, or other items or property Contractor has obtained or acquired during the course of this Agreement.
5. MATERIAL PRODUCED PROPERTY OF THE GOVERNMENT. All work and material produced by Contractor pursuant to this contract, including but not limited to written documents, emails and electronic files are the exclusive property of the FSM Government. OCM has a right to demand the production of such documents, emails, and files. No work or materials may be provided to third parties without the express consent of OCM.
6. INDEPENDENT CONTRACTOR. All services and tasks provided by Contractor to OCM shall be performed by Contractor as an independent contractor and not as an agent of OCM or employee of the Government of the FSM. Contractor is not entitled to benefits accorded under the FSM Public Service System to public service employees. Contractor is responsible for any and all taxes that may be assessed in relation to the income derived from this Contract. OCM, shall direct the services and

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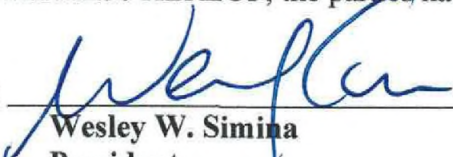
the tasks that are performed by Contractor. Contractor shall retain control of the performance of such services and tasks, so long as they remain consistent with any ultimate timetable that may be specified by OCM. Contractor's means and methods of performing such services and tasks and the hours during which Contractor shall perform them shall not be subject to the supervision or control of OCM.

7. REMUNERATION. Contractor warrants that he has not made and will not make payments or remuneration of any kind to any person, agency, or entity to secure this Contract.
8. OTHER TERMS AND CONDITIONS.
 - A. Contractor shall perform all services described hereunder to the reasonable satisfaction of OCM. In the event that Contractor fails to commence the services in a timely fashion, or, if having commenced work, Contractor abandons the work or fails to perform the work in accordance with reasonable professional standards, OCM may terminate this contract immediately on providing written notice to Contractor making payment at the time for such satisfactory services as may have been provided.
 - B. In the event of termination, if OCM shall have advanced to Contractor any amount more than the value of services provided, Contractor shall promptly repay the excess to OCM, or OCM may withhold any such excess from any compensation or reimbursement otherwise due to Contractor under this contract.
 - C. No assurance is given that this contract is to be renewed or extended. Any such extension or renewal shall be subject to availability of funds and further negotiations by the Parties.
 - D. It is understood that Contractor is under obligation to respect and observe the Executive Privilege of non-disclosure of communication of the President. Only the President may waive the executive privilege. Contractor shall also respect the non-disclosure of confidential or proprietary information as an incident of this employment.
9. NOTICES. Notices and correspondence will be valid and effective if in writing and addressed and mailed, U.S postage prepaid, to the relevant party at the address indicated above.
10. GOVERNING LAW. This Agreement shall be governed and construed in accordance with the laws of the FSM without reference to its principles of conflicts of laws, and any dispute hereunder shall be adjudicated in the FSM.
11. ASSIGNMENT. Neither this contract, nor any obligation, duty, right or responsibility created hereunder may be assigned or subcontracted to another person, except upon prior written approval of both parties hereto, and any attempted assignment without such approval shall be null and void and without effect.
12. WAIVER OF BREACH. A waiver by either party of any breach of this contract shall not operate as a waiver of any subsequent breach.

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13. SEVERABILITY. In the event that any part or portion of this contract shall be found to be unenforceable, then such part or portion shall be served from the remainder hereof, as if never a part hereof, and effect.
14. ENTIRE AGREEMENT. This instrument contains the entire agreement by and between the parties relating the subject matter hereof, and any other agreement or understanding relating hereto, whether written or oral, is superseded hereby.

IN WITNESS HEREOF, the parties have executed this Contract:

By: 

Wesley W. Simina
President

Date: 7/31/24

By: 

Samuel Brazys
Contractor

Date: 08-01-2024

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Certification of Funds Availability

 (\$75,000)

Handwritten: 7/19/24

Handwritten signature

Secretary, Department of Finance & Administration

Date: 07/27/24

Reviewed as to Legal Sufficiency

Handwritten signature

Secretary, Department of Justice

Date: 7/29/24

Other Certification

Secretary for Personnel Administration

Date: _____

* NOTE: CERTIFICATION OF FUND UP TO SEPTEMBER 30, 2024.

CERTIFICATE OF DIRECTOR FOR PERSONNEL

THE SERVICES TO BE PERFORMED BY THE ABOVE-NAMED EMPLOYEE PURSUANT TO THIS CONTRACT ARE SPECIAL OR UNIQUE AND NON-PERMANENT, ARE ESSENTIAL TO THE PUBLIC INTEREST AND BECAUSE OF THE DEGREE OF EXPERTISE OR SPECIAL KNOWLEDGE REQUIRED AND THE NATURE OF THE SERVICES TO BE PERFORMED, IT IS NOT PRACTICAL TO OBTAIN A PERSON TO PERFORM SUCH SERVICES THROUGH NORMAL PUBLIC SERVICE RECRUITMENT.



Brenda Kerman, Acting Director

7/30/24

Date