

REVISED

U.S. Department of Justice
Washington, DC 20530

Exhibit B
To Registration Statement
Pursuant to the Foreign Agents Registration Act of 1938, an amended

OMB NO. 1105-0007

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.

Privacy Act Statement. 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, D.C. 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. Finally, the Attorney General intends, at the earliest possible opportunity, to make these public documents available on the Internet on the Department of Justice World Wide Web site.

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, Criminal 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 The Fratelli Group	2. Registration No. 5867
3. Name of Foreign Principal Government of Colombia	

2008 AUG 15 AM 9:25
CRM/ISS/REGISTRATION UNIT

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.

The Fratelli Group will provide public relations services to the Government of Colombia in connection with the U.S-Colombia Trade Promotion Agreement and related interests of the Government of Colombia. These services include conducting outreach to the media on a targeted and as-needed basis and/or preparing communications with representatives of the U.S. government and U.S. Congress. The services will also include meetings with the foreign principal and its consultants from time to time.

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

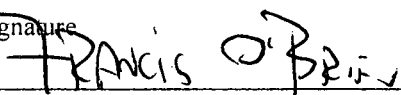
The Fratelli Group will engage in the following activities on behalf of the Government of Colombia:

- Contact members of the media
- Coordinate interviews with members of the media
- Write and/or disseminate press releases
- Write and/or disseminate fact sheets
- Prepare and/or present favorable materials to policymakers and other targeted audiences
- Write and attempt to place op-eds
- Communicate with editorial boards and columnists
- Contact potential third-party spokespersons and opinion leaders
- Monitor news of interest to the foreign principal
- Provide advice and counsel on media strategy
- Consult on paid media
- Coordinate communications strategy with the U.S. business community

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.

The registrant's activities on behalf of the foreign principal will focus on media coverage relating to the U.S.-Colombia Trade Promotion Agreement. These activities may include communications with representatives of various media on behalf of the Government of Colombia relating to legislation and congressional actions, and actions by the Executive Branch and U.S. Government agencies that may affect or relate to the interests of the foreign principal and/or the bilateral U.S.-Colombia/Colombia-U.S. relationship.

Date of Exhibit B 8/13/2008	Name and Title Francis O'Brien, Principal	Signature 
--------------------------------	--	--

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 interests, policies, or relations of a government of a foreign country or a foreign political party.

CONTRATO DE PRESTACIÓN DE SERVICIOS No. 844-08 CELEBRADO ENTRE EL DEPARTAMENTO ADMINISTRATIVO DE LA PRESIDENCIA DE LA REPUBLICA Y THE FRATELLI GROUP INC.

Los suscritos a saber, por una parte, LILIAN DEL PILAR VÉLEZ PINZÓN, identificada con la cédula de ciudadanía No. [REDACTED] expedida en Bogotá D.C., quien en su calidad de Subdirectora, de conformidad con el Decreto número 4973 del 27 de diciembre de 2007, y según las facultades conferidas mediante la Resolución número 317 del 21 de febrero de 2008, actúa en nombre y representación del DEPARTAMENTO ADMINISTRATIVO DE LA PRESIDENCIA DE LA REPUBLICA, quien en adelante se denominará LA ENTIDAD, y FRANCIS O'BRIEN, quien estando debidamente autorizado actúa en nombre de THE FRATELLI GROUP INC., sociedad constituida bajo las leyes del Distrito de Columbia en los Estados Unidos de América, de acuerdo con la certificación expedida por el señor William I. Ables, Jr. "Superintendent of Corporations (Department of Consumer and Regulatory Affairs)" del Distrito de Columbia, que hace parte integrante del presente contrato, quien para los efectos de este documento se llamará EL CONTRATISTA, hemos acordado celebrar el contrato de prestación de servicios contenido en las siguientes cláusulas, previas las siguientes consideraciones: 1) Que la Entidad requiere contratar los servicios para desarrollar y apoyar la ejecución de la estrategia de relaciones públicas y de comunicaciones, adelantada por el Gobierno Nacional en los Estados Unidos de América. 2) Que mediante oficio E.1009 de 2 de mayo de 2008, suscrito por la señora Embajadora de Colombia en Washington, D.C., solicitó la celebración un contrato con la Compañía THE FRATELLI GROUP INC. 3) Que el presente contrato se suscribe conforme a las disposiciones consagradas en la Ley 80 de 1993, la Ley 1150 de 2007, sus Decretos Reglamentarios y en especial de aquellas contenidas en el artículo 81 del Decreto 066 del 16 de enero de 2008. Por lo anterior:

CLÁUSULA PRIMERA.- OBJETO.- EL CONTRATISTA se obliga a prestar a LA ENTIDAD, por sus propios medios, con plena autonomía técnica y administrativa los servicios para desarrollar y apoyar la ejecución de la estrategia de relaciones públicas y de comunicaciones, adelantada por el Gobierno Nacional en los Estados Unidos de América.

CLÁUSULA SEGUNDA.- VALOR Y FORMA DE PAGO.- El valor de este contrato es la suma de Doscientos Veinticinco Mil Dólares de los Estados Unidos de América (US\$ 225.000,00), que se pagarán en nueve (9) cuotas, cada una por la suma de Veinticinco Mil Dólares de los Estados Unidos de América (US\$ 25.000,00), previo cumplimiento de los siguientes requisitos: a) Aprobación por parte de la Entidad de la Garantía única de que trata la cláusula séptima del presente contrato. b) Presentación por parte del contratista del recibo de consignación por concepto de pago de los derechos de publicación de este contrato en el Diario Único de Contratación Pública. c) Cancelación del impuesto de timbre según lo establecido por la Ley. d) Presentación de la certificación expedida por el supervisor de que EL CONTRATISTA está cumpliendo a cabalidad con el objeto del contrato.

CLÁUSULA TERCERA.- DISPONIBILIDAD PRESUPUESTAL.- La realización de los pagos previstos se subordina al PAC de LA ENTIDAD y a las apropiaciones que con tal fin se ordenen con cargo al certificado de disponibilidad No. 638 del 7 de julio de 2008, expedido por la Asesora Área Administrativa y Financiera - Presupuesto del Departamento Administrativo de la Presidencia de la República.

CLÁUSULA CUARTA. DURACIÓN.- El plazo de ejecución del presente contrato será de nueve (9) meses, y empezará a contarse desde la fecha en que se dé cumplimiento al requisito de ejecución previsto para este contrato.

CLÁUSULA QUINTA.- OBLIGACIONES DEL CONTRATISTA.- Este se obliga a realizar las siguientes actividades específicas para la prestación del servicio: 1) **A. MONITOREO:** Recoger y analizar las noticias sobre Colombia en Estados Unidos para comprender la percepción que se tiene del país y determinar diversas acciones: envío de información, visitas, cartas, llamadas. 2) **B. RELACIONES CON LOS MEDIOS DE COMUNICACIÓN:** Mantener y fortalecer los niveles de comunicación con los medios de comunicación tendiente a asegurar su respaldo. Una vez se someta el Tratado de Libre Comercio a votación. Organizar una serie de visitas por parte de funcionarios del gobierno Colombiano o de la comunidad Colombo-Americana a los medios de comunicación más relevantes. Realizar una serie de conferencias de prensa en Washington, D.C. con la embajadora y otros miembros del gobierno Colombiano, con periodistas de publicaciones tanto locales como nacionales. Respaldo la edición (escritura, estructura de las columnas, corrección) y publicación de columnas editoriales sobre el Tratado de Libre Comercio y los éxitos logrados por Colombia por parte de reconocidos columnistas

2008 AUG 15 AM 10:25
CRM/ISS/REGISTRATION UNIT

CONTRATO DE PRESTACIÓN DE SERVICIOS No. 144 - 08 CELEBRADO ENTRE EL
DEPARTAMENTO ADMINISTRATIVO DE LA PRESIDENCIA DE LA REPUBLICA Y THE
FRATELLI GROUP INC.

y analistas tanto en Washington D.C. como en el nivel nacional. Generar artículos especiales de temas positivos en los medios de comunicación hablados y escritos en los Estados Unidos tanto en el nivel nacional como local. C. RELACIÓN CON LA COMUNIDAD EMPRESARIAL: Respalda la estrategia de trabajo con la comunidad empresarial tanto en Washington como por fuera para coordinar los esfuerzos que se desarrollan desde diversos escenarios en materia de promoción, relaciones públicas y comunicaciones, e integrarlos de tal forma que sumen al mismo propósito: aprobación definitiva del Tratado de Libre Comercio. D. RELACIÓN CON LA COMUNIDAD COLOMBIANA: Dentro de la estrategia de la Embajada con la Comunidad Colombiana, respaldar el acercamiento con la comunidad Colombiano-Estadounidense, con el objeto de coordinar cartas al editor, artículos editoriales, comunicaciones a los miembros del Congreso y asistencia a las reuniones que realizan las comunidades con sus congresistas. Diseñar diversas formas de presentación impactante, creativa y novedosa de las informaciones positivas ya existentes que se han producido en los últimos meses y nuevas (cartas, editoriales, columnas de opinión, videos). Favorecer la consolidación de la página web como herramienta promocional de la embajada mediante su actualización con diversos materiales como: Mapa interactivo de Colombia que ilustre los sectores económicos e información clave por sectores. Mapa interactivo del cubrimiento editorial que ilustre el cubrimiento positivo sobre Colombia, complementado con titulares y referencias especiales (Videos de entrevistas con colombianos y Colombo-Americanos en que se refieran a aspectos positivos de Colombia y otro material que se considere necesario). Elaboración de perfiles sobre Colombia para desarrollar una serie semanal de correos electrónicos en HTML, haciendo énfasis en información y datos clave relacionados con los sectores económicos grandes, medianos y pequeños y cómo dichos sectores influyen en la creación de nuevos puestos de trabajo en los Estados Unidos. Apoyar la estrategia de distribución de toda la información (tanto producida en la embajada como en el país y por terceros, bien sea gobiernos, medios, centros de pensamiento o empresarios, entre otros) para su entrega a los diferentes públicos definidos (Congreso, medios, aliados, ONG, centros de pensamiento). Diseñar una agenda de medios de comunicación para favorecer la cobertura. Realizar el seguimiento necesario a los eventos. Brindar apoyo logístico. 2) Disponer lo necesario para que el objeto de este contrato se cumpla a cabalidad de conformidad con la propuesta elaborada por el contratista de fecha 25 de abril de 2008, la cual hace parte integral del presente contrato. 3) Presentación de un informe mensual, el cual debe contar con el visto bueno por parte del supervisor del contrato. 4) Mantener la reserva profesional sobre la información que le sea suministrada para la ejecución del objeto de este contrato. 5) No acceder a peticiones o amenazas de quienes actúen por fuera de la ley con el fin de obligarlo a hacer u omitir algún acto o hecho, informando inmediatamente a LA ENTIDAD y demás autoridades competentes cuando se presenten tales peticiones o amenazas. 6) Satisfacer las demás obligaciones a su cargo que se deriven de la naturaleza de este contrato y de las exigencias legales. 7) Cancelar los impuestos, tasas y retenciones a que haya lugar en los términos de la legislación tributaria colombiana. 8) Satisfacer las demás obligaciones a su cargo que se deriven de la naturaleza del presente contrato y aquellas otras que el funcionario designado por LA ENTIDAD para ejercer el control de ejecución del presente contrato pueda determinar en cumplimiento del objeto. CLÁUSULA SEXTA.- OBLIGACIONES DE LA ENTIDAD.- Esta se compromete a: 1) Pagar AL CONTRATISTA la remuneración convenida en la forma establecida en el presente contrato. 2) Ejecutar en general las obligaciones que surjan de la naturaleza de este contrato. 3) Suministrar al CONTRATISTA la información necesaria para el cumplimiento del objeto contractual. CLÁUSULA SÉPTIMA.- GARANTÍA.- Para avalar el cumplimiento idóneo y oportuno de las obligaciones estipuladas, el pago de las multas, de la pena pecuniaria y demás sanciones que, dado el caso, pudieren imponerse, EL CONTRATISTA deberá prestar una garantía única, consistente en póliza expedida por una compañía de seguros legalmente autorizada para funcionar en Colombia, a favor de LA NACION Y/O DEPARTAMENTO ADMINISTRATIVO DE LA PRESIDENCIA DE LA REPUBLICA (NIT. 899999083-0). Dicha garantía tiene por objeto amparar: A) CUMPLIMIENTO: Para avalar el cumplimiento de las obligaciones contraídas cuyo monto de amparo será el equivalente al veinte por ciento (20%) del valor total

CONTRATO DE PRESTACIÓN DE SERVICIOS No. 144 - 08 CELEBRADO ENTRE EL DEPARTAMENTO ADMINISTRATIVO DE LA PRESIDENCIA DE LA REPUBLICA Y THE FRATELLI GROUP INC.

de este contrato y con una vigencia igual al plazo del presente contrato y cuatro (4) meses más, contados a partir de la fecha de expedición de la garantía. B) CALIDAD DEL SERVICIO: Con el fin de garantizar la calidad del servicio por el equivalente al veinte (20%) por ciento del valor total del contrato y con una vigencia igual al plazo del mismo y cuatro (4) meses más, contados a partir de la expedición de la garantía. EL CONTRATISTA entregará la respectiva garantía al Área Administrativa y Financiera - Contratos de LA ENTIDAD, dentro de los ocho (8) días hábiles siguientes a la suscripción de este contrato. CLÁUSULA OCTAVA.- CONTROL DE EJECUCIÓN.- La coordinación, supervisión y vigilancia de este contrato estará a cargo de la Embajadora de Colombia ante el Gobierno de los Estados Unidos de América o de quien haga sus veces. CLÁUSULA NOVENA.- MULTAS.- En caso de mora o incumplimiento parcial de las obligaciones adquiridas por EL CONTRATISTA, LA ENTIDAD cobrará multas diarias y sucesivas equivalentes al uno por mil del valor total de este contrato, por cada día hábil de retardo o incumplimiento, si a juicio de LA ENTIDAD de ello se derivan perjuicios para la administración, sin que el monto total de la multa exceda el diez por ciento (10%) del valor total de este contrato, cantidad que se imputará a la de los perjuicios que reciba LA ENTIDAD por el incumplimiento. PARÁGRAFO: PROCEDIMIENTO PARA LA APLICACIÓN DE LAS MULTAS: El procedimiento para la aplicación de las multas previstas en la cláusula anterior, será el siguiente: 1) El funcionario encargado de realizar el control de ejecución del contrato, enviará al Área Administrativa y Financiera - Contratos de LA ENTIDAD, el informe escrito sobre los hechos que puedan constituir el fundamento para la aplicación de una multa, con su concepto al respecto. 2) Recibidos estos documentos, se estudiará si tales hechos constituyen incumplimiento de las obligaciones del CONTRATISTA que ameriten la aplicación de las multas pactadas. Para el efecto dicha oficina citará al CONTRATISTA con el fin de solicitarle las explicaciones del caso, y estudiar su grado de responsabilidad; 3) Si LA ENTIDAD considera que el incumplimiento amerita la multa, determinará su monto y lo descontará de los saldos a favor del CONTRATISTA, una vez se encuentre en firme el acto administrativo que declare el incumplimiento e imponga la multa. CLÁUSULA DÉCIMA.- PENA PECUNIARIA.- En caso de incumplimiento de las obligaciones adquiridas, EL CONTRATISTA pagará a LA ENTIDAD a título de pena, una suma equivalente al diez por ciento (10%) del valor total de este contrato, cantidad que se tendrá como pago anticipado y parcial de los perjuicios que reciba LA ENTIDAD por el incumplimiento. CLÁUSULA UNDÉCIMA.- CAPTACIÓN MULTAS Y DE LA PENA.- El valor de las multas y de la pena se tomará del saldo a favor del CONTRATISTA si lo hubiere, o si no, de la garantía constituida y si esto último no fuere posible, se cobrará por vía de la jurisdicción Contencioso Administrativa. CLÁUSULA DUODÉCIMA.- EXCLUSIÓN DE LA RELACIÓN LABORAL Y RESPONSABILIDAD SOLIDARIA.- LA ENTIDAD no concurre en solidaridad con EL CONTRATISTA, por lo tanto el personal que éste requiera para la ejecución de este contrato es exclusivamente empleado del CONTRATISTA y no tendrá relación laboral alguna con LA ENTIDAD. EL CONTRATISTA es el único responsable de las prestaciones sociales, sueldos y otros beneficios exigidos por la ley, tales como seguridad social y pensional, resultantes de la relación laboral de los antedichos empleados con EL CONTRATISTA. Además EL CONTRATISTA ejecutará el objeto del contrato con plena autonomía técnica y administrativa. CLÁUSULA DECIMATERCERA.- NORMATIVIDAD ESPECIAL.- De acuerdo con lo previsto en el artículo 13 de la ley 80 de 1993, el presente contrato se rige por las disposiciones legales del Distrito de Columbia, en los Estados Unidos de América. CLÁUSULA DECIMACUARTA.- INCOMPATIBILIDADES O INHABILIDADES: El representante legal manifiesta bajo la gravedad del juramento que no se encuentra incurso en causales de inhabilidad o incompatibilidad legal para suscribir este contrato. PARÁGRAFO: EL CONTRATISTA manifiesta bajo la gravedad del juramento que no se encuentra en el Boletín de responsables de la Contraloría General de la República, de acuerdo a lo establecido en Ley 610 de 2000. DECIMAQUINTA.- CESIÓN DEL CONTRATO.- EL CONTRATISTA no podrá ceder total o parcialmente el presente contrato, sin la previa autorización expresa y escrita de LA ENTIDAD. DECIMASEXTA.- MODIFICACIONES Y PRORROGAS: Cualquier modificación o prórroga de este contrato, deberá hacerse por escrito. DECIMASEPTIMA.- DOMICILIO Y LUGAR DE EJECUCION.- Para los

CONTRATO DE PRESTACIÓN DE SERVICIOS No. 144 - 08 CELEBRADO ENTRE EL DEPARTAMENTO ADMINISTRATIVO DE LA PRESIDENCIA DE LA REPUBLICA Y THE FRATELLI GROUP INC.

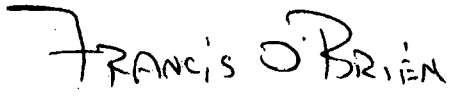
efectos legales, el domicilio contractual será la ciudad de Washington, (Distrito de Columbia), Estados Unidos de América y su ejecución se llevará a cabo de forma integral dentro del territorio de los Estados Unidos de América. DECIMOCTAVA.- TERMINACION.- El presente contrato podrá darse por terminado en cualquier momento por voluntad expresa de ambas partes o por voluntad unilateral de la ENTIDAD o del CONTRATISTA, mediante aviso por escrito a la otra parte con una antelación no menor de treinta (30) días calendario. DECIMANOVENA.- PERFECCIONAMIENTO: Este contrato queda perfeccionado con las firma de las partes y el registro presupuestal por parte de LA ENTIDAD. VIGÉSIMA.- EJECUCIÓN.- EL CONTRATISTA sólo podrá iniciar la ejecución de este contrato cuando se haya aprobado por parte de LA ENTIDAD la garantía de que trata la Cláusula Séptima del mismo. VIGESIMA PRIMERA.- PUBLICACIÓN: EL CONTRATISTA hará publicar a su costa el presente contrato en el Diario Único de la Contratación Pública. Este requisito se entiende cumplido con el pago de los derechos correspondientes, esto es la suma de UN MILLÓN SETECIENTOS OCHENTA Y CUATRO MIL QUINIENTOS PESOS COLOMBIANOS (\$1.784.500,00). No habrá lugar a desembolsos por parte de LA ENTIDAD mientras no se cumpla esta obligación. CLÁUSULA VIGÉSIMA SEGUNDA. LIQUIDACIÓN: Una vez terminada la ejecución del Contrato, las partes contratantes procederán a efectuar la liquidación de acuerdo con lo establecido en el artículo 11 de la Ley 1150 de 2007. Para constancia, se firma el presente a

08 JUL 2008

POR LA ENTIDAD,

POR EL CONTRATISTA,


LILIAN DEL PILAR VELEZ PINZON
Subdirectora


FRANCIS O'BRIEN
The Fratelli Group Inc.


Vo. Bo. CHARLES R. TACHACK SUESCUN
Asesor Área Administrativa y Financiera - Contratos

Proyectó: Charles Tachack.

2008 AUG 15 AM 10:26
CRM/ISS/REGISTRATION UNIT

SERVICES CONTRACT NO. 144-08 ENTERED INTO BY AND BETWEEN THE ADMINISTRATIVE DEPARTMENT OF THE PRESIDENCY OF THE REPUBLIC AND THE FRATELLI GROUP INC.

The undersigned, on one side, **LILIAN DEL PILAR VÉLEZ PINZÓN**, identified with the Citizenship Card No. [REDACTED] issued in Bogotá, D.C., acting herein in the capacity as Deputy Manager, pursuant to Decree No. 4973 dated December 27, 2007 and in accordance with the faculties conferred to her by means of Resolution No. 317 dated February 21, 2008, does hereby act in the name and representation of the **ADMINISTRATIVE DEPARTMENT OF THE PRESIDENCY OF THE REPUBLIC**, hereinafter referred to as "**THE ENTITY**", and **FRANCIS O'BRIEN**, duly authorized, does hereby act on behalf of **THE FRATELLI GROUP INC.**, a company duly organized and existing under the laws of the District of Columbia in the United States of America, in accordance with the certification issued by Mr. William I. Ables, Jr., in his capacity as Superintendent of Corporations (Department of Consumer and Regulatory Affairs) of the District of Columbia which is an integral part to this Contract, as for purposes of this document shall be hereinafter referred to as "**THE CONTRACTOR**" we have agreed to enter into a Services Contract contained in the following clauses, subject to the following considerations: 1) That the Entity requires to hire the services to develop and support the execution of a public relations and communications strategy pursued by the National Government in the United States of America; 2) That by means of Official Letter E.1009 dated May 2, 2008, duly subscribed by the Colombia's Ambassador to Washington D.C., it was requested the signing of a contract with the company **THE FRATELLI GROUP INC.**; 3) That this contract is hereby executed in accordance with the provisions set forth in the Law 80 of 1993, Law 1150 of 2007, their Regulations and specially those provisions contained in Article 81 of the Decree 066 dated January 16, 2008. Due to the above: **CLAUSE FIRST – PURPOSE: THE CONTRACTOR** binds itself to render to **THE ENTITY**, by its own account, with full technical and administrative autonomy, the services to develop and support the execution of a public relations and communications strategy

2008 AUG 15 10:26 AM
M/ISS/REGISTRATION UNIT

SERVICES CONTRACT NO. 144-08 ENTERED INTO BY AND BETWEEN THE ADMINISTRATIVE DEPARTMENT OF THE PRESIDENCY OF THE REPUBLIC AND THE FRATELLI GROUP INC.

pursued by the National Government in the United States of America. **CLAUSE SECOND – VALUE AND METHOD OF PAYMENT:** The value of this contract is the sum of Two Hundred Twenty Five Thousand Dollars of the United States of America (US\$225,000.00) which shall be paid in nine (9) installments each one for the amount of Twenty Five Thousand Dollars of the United States of America (US\$25,000.00), upon compliance of the following requirements: a) Approval by **THE ENTITY** of the sole Guarantee stated in Clause Seventh herein; b) Presentation by Contractor of the consignment receipt of payment of the publication fees of this Contract in the Sole Daily Newspaper of Public Contracting (*Diario Único de Contratación Pública*); c) Payment of the stamps taxes as required by the Law; d) Presentation of the certification issued by the supervisor stating that **THE CONTRACTOR** is fully complying with the purpose of this contract. **CLAUSE THIRD – BUDGET AVAILABILITY:** The execution of foreseen payments is subject to the PAC of **THE ENTITY** and to the allowances which are ordered for said purpose charged to the availability certificate No. 636 dated July 7, 2008 issued by the Consultant to the Administrative and Financial Area – Budget of the Administrative Department of the Presidency of the Republic. **CLAUSE FOURTH – DURATION:** The execution term of this contract shall be of nine (9) months starting as of the date on which the execution requirement set forth herein is hereby fulfilled. **CLAUSE FIFTH – CONTRACTOR'S OBLIGATIONS: THE CONTRACTOR** binds itself to carry out the following specific activities for the rendering of the service: 1) **A. MONITORING:** To collect and analyze all news regarding Colombia in the United States of America in order to understand the notion held in regard to the country and to determine several actions: sending of information, visits, letters, calls. **B. RELATIONSHIP WITH THE MEDIA:** To maintain and strengthen communication levels with the media aimed to ensure their support once the Free Trade Treaty is put to the vote. To organize a series of visits by officers of the Colombian Government or the Colombian-American Community to the most important

SERVICES CONTRACT NO. 144-08 ENTERED INTO BY AND BETWEEN THE ADMINISTRATIVE DEPARTMENT OF THE PRESIDENCY OF THE REPUBLIC AND THE FRATELLI GROUP INC.

media. To make a series of press conferences in Washington D.C. with the Ambassador and other members of the Colombian government, local and national journalists. To support the edition (writing, structure of columns, correction) and publication of editorial columns on the part of well-known columnists and analysts, both in Washington and nationwide, regarding the Free Trade Treaty and the success achieved by Colombia. To issue special articles on positive topics on audiovisuals and printed media in the United States both local and nationwide. **C. RELATIONSHIP WITH THE BUSINESS COMMUNITY:** To support the work strategy with the business community both in Washington and abroad in order to coordinate the efforts being developed from several scenarios in matters regarding promotion, public relations and communications and to integrate them in such a manner as to reach the same purpose: final approval of the Free Trade Treaty. **D. RELATIONSHIP WITH THE COLOMBIAN COMMUNITY:** With respect to the strategy of the Colombian Embassy with the Colombian Community, to support the rapprochement with the Colombian – American community aimed to coordinate letters to the editor, editorial articles, communications to members of the Congress and attendance to meetings that communities hold with its congressmen. To design several manners of making an impressive, creative and novel presentation of positive existing information produced during the last months and new one (letters, editorials, columns of opinion, videos). To favor the consolidation of a Web page as a promotional tool of the embassy by updating it with several materials such as: an interactive map of Colombia showing the economic sectors and key information per sectors. An interactive map regarding the editorial coverage showing the positive coverage about Colombia, supplemented with headlines and special references (videos with interviews with Colombians and Colombian-Americans referring to Colombia's positive aspects and any other material to be deemed necessary). Preparation of profiles about Colombia to develop a weekly series of e-mails on HTML, making emphasis on information and key data related to big-medium-small sized economic

SERVICES CONTRACT NO. 144-08 ENTERED INTO BY AND BETWEEN THE ADMINISTRATIVE DEPARTMENT OF THE PRESIDENCY OF THE REPUBLIC AND THE FRATELLI GROUP INC.

sectors and how said sectors have an influence on the creation of new jobs in the United States. To support the strategy of distribution of the whole information (both the one produced by the embassy and the one produced in the country and by third parties, being them governments, media, think tanks or businessmen, among others) to be spread among several defined audiences (Congress, media, allies, NGO, think tanks). To design an agenda of media to favor coverage. To make the necessary follow up on events. To give logistics support. 2) To provide for all the necessary matters as to make the purpose of this contract be totally fulfilled pursuant to the proposal made by **THE CONTRACTOR** dated April 25, 2008, which is an integral part to this contract. 3) Presentation of a monthly report which shall have the approval of the supervisor of the contract. 4) To keep professional confidence regarding information provided for the execution of this contract. 5) Not to agree to petitions or threats of those acting outside the law with the purpose of obliging to make or omit any act or fact, by informing immediately **THE ENTITY** and the rest of the corresponding authorities, at the time said petitions or threats arise. 6) To fulfill the rest of the obligations in its charge arising out of the nature of this contract and from the legal requests. 7) To pay taxes, rates and withholdings that may arise pursuant the terms of the Colombian tax law. 8) To fulfill the rest of its obligations arising out of the nature of this contract and those other obligations that the officer appointed by **THE ENTITY** to exert the control of the execution of this contract may determine to comply with the purpose of the contract. **CLAUSE SIXTH – OBLIGATIONS OF THE ENTITY:** It binds itself to: 1) Pay **THE CONTRACTOR** the compensation agreed in the form herein established. 2) Execute the obligations arisen from the nature of this contract. 3) Provide **THE CONTRACTOR** with the necessary information to comply with the purpose of this contract. **SEVENTH CLAUSE – GUARANTEE:** To guarantee the full and timely fulfillment of the obligations stipulated herein, the payment of fines, penalties and other sanctions that, might be imposed, **THE CONTRACTOR** shall have a sole guarantee

SERVICES CONTRACT NO. 144-08 ENTERED INTO BY AND BETWEEN THE ADMINISTRATIVE DEPARTMENT OF THE PRESIDENCY OF THE REPUBLIC AND THE FRATELLI GROUP INC.

consisting of a policy issued by an insurance company legally authorized to provide services in Colombia in favor of **THE NATION AND/OR THE ADMINISTRATIVE DEPARTMENT OF THE PRESIDENCY OF THE REPUBLIC** (NIT. 899999083-0). Said guarantee is aimed to protect: **A) COMPLIANCE:** To guarantee the compliance of the obligations contracted, the protection amount of which shall be the equivalent to twenty percent (20%) of the total value of this contract and with a duration equal to the term of this contract plus four (4) additional months, counted as from the date of issuance of the guarantee. **B) QUALITY OF SERVICE:** In order to guarantee the quality of the service, for the equivalent of twenty percent (20%) of the total value of the contract and with a duration equal to the term of same plus four (4) additional months, counted as from the date of issuance of the guarantee. **THE CONTRACTOR** shall deliver the respective guarantee to the Administrative and Financial Area – Contracts of **THE ENTITY**, within eight (8) working days following the execution of this contract. **CLAUSE EIGHTH: CONTROL OF THE EXECUTION:** The Colombia's Ambassador to the Government of the United States of America or the person acting as such shall be in charge of the coordination, supervision and inspection of this contract. **CLAUSE NINTH – FINES:** In case of default partial failure to comply with the obligations herein acquired by **THE CONTRACTOR**, **THE ENTITY** shall charge daily and consecutive fines equivalent to the one per thousand of the total value of this contract, per each working day of delay or non-compliance, if at the discretion of **THE ENTITY**, damages for the administration are derived thereof, provided that the total amount of the fine shall not exceed ten percent (10%) of the total value of this contract, amount which shall be attributed to the indemnity amount for damages suffered by **THE ENTITY** due to non-compliance. **PARAGRAPH: PROCEDURE FOR IMPOSITION OF FINES:** The following shall be the procedure for the imposition of fines set forth in the clause above: 1) The officer in charge of performing the control of the execution of the contract shall deliver to the Administrative and Financial

SERVICES CONTRACT NO. 144-08 ENTERED INTO BY AND BETWEEN THE ADMINISTRATIVE DEPARTMENT OF THE PRESIDENCY OF THE REPUBLIC AND THE FRATELLI GROUP INC.

Area – Contracts of **THE ENTITY**, a written report regarding facts that may be considered as grounds for the imposition of fines, along with his opinion in this respect. 2) Once the documents have been received, a study of the facts shall be conducted to determine whether said facts constitute non-compliance of obligations of **THE CONTRACTOR** that cause the imposition of the fines herein agreed. For said purpose, the above-mentioned office shall call to a meeting **THE CONTRACTOR** in order to request an explanation of the case and study the degree of responsibility it may have; 3) If **THE ENTITY** considers that the non-compliance deserves a fine, it shall determine the amount of the same and shall deduct it from the balances in favor of **THE CONTRACTOR**, once the administrative act declaring the non-compliance and imposing the fine be final. **TENTH CLAUSE – MONETARY PENALTY:** In case of non-compliance of the obligations acquired, **THE CONTRACTOR** shall pay **THE ENTITY**, as a penalty, an amount equivalent to ten percent (10%) of the total value of this contract, amount which shall be considered as an advance and partial payment for damages that may affect **THE ENTITY** due to non-compliance. **CLAUSE ELEVENTH – COLLECTION OF FINES AND PENALTY:** The value of the fines and penalty shall be deducted from the balance in favor of **THE CONTRACTOR**, if any, or from the guarantee furnished, and if the latter were not be possible, it shall be collected by means of the Contentious-Administrative jurisdiction. **CLAUSE TWELFTH – EXCLUSION OF THE LABOR RELATIONSHIP AND JOINT AND SEVERAL LIABILITY:** **THE ENTITY** is not jointly and severally liable with **THE CONTRACTOR**, therefore, the personnel **THE CONTRACTOR** requires for the execution of this contract shall be considered employees of **THE CONTRACTOR** exclusively and shall not have any labor relationship with **THE ENTITY**. **THE CONTRACTOR** is the sole responsible for severance payments, salaries and other benefits required by law such as social security and pension resulting from the labor relationship of the aforesaid employees with **THE CONTRACTOR**. Likewise, **THE**

SERVICES CONTRACT NO. 144-08 ENTERED INTO BY AND BETWEEN THE ADMINISTRATIVE DEPARTMENT OF THE PRESIDENCY OF THE REPUBLIC AND THE FRATELLI GROUP INC.

CONTRACTOR shall execute this contract with full technical and administrative autonomy. **CLAUSE THIRTEENTH – SPECIAL REGULATIONS:** Pursuant to the provisions set forth in Article 13 of the Law 80 of 1993, this contract is hereby governed by the legal provisions stated by the District of Columbia, United States of America. **CLAUSE FOURTEENTH – CONFLICTS OR INCOMPETENCE:** The legal representative hereby declares under oath that he is not liable for any ground for conflict or legal incompetence to sign this contract. **PARAGRAPH: THE CONTRACTOR** hereby declares under oath that he is not listed in the Bulletin of liable persons issued by the General Comptroller's Office of the Republic pursuant to the provisions stated in Law 610 of 2000. **CLAUSE FIFTEENTH – ASSIGNMENT OF CONTRACT: THE CONTRACTOR** shall not assign totally or partially this contract without the prior express and written authorization of **THE ENTITY**. **CLAUSE SIXTEENTH – AMENDMENTS AND EXTENSIONS:** Any amendment or extension to this contract shall be made in writing. **CLAUSE SEVENTEENTH – DOMICILE AND PLACE OF EXECUTION:** As for legal purposes, the contractual domicile shall be the city of Washington (District of Columbia), United States of America, and its execution shall be totally carried out within the territory of the United States of America. **CLAUSE EIGHTEENTH – TERMINATION:** This contract shall be deemed terminated at any time due to the express will of both parties or due to unilateral will of **THE ENTITY** or **THE CONTRACTOR**, by giving notice in writing to the other party within no less than thirty (30) consecutive days in advance. **CLAUSE NINETEENTH – PERFECTION OF THE CONTRACT:** This contract is hereby perfected with the signature of the parties thereof and the budgetary registration by **THE ENTITY**. **CLAUSE TWENTIETH – EXECUTION: THE CONTRACTOR** shall initiate the execution of this contract subject to the approval of the guarantee referred to in Clause Seventh hereof by **THE ENTITY**. **CLAUSE TWENTY FIRST – PUBLICATION: THE CONTRACTOR** shall cause to be published this

SERVICES CONTRACT NO. 144-08 ENTERED INTO BY AND BETWEEN THE ADMINISTRATIVE DEPARTMENT OF THE PRESIDENCY OF THE REPUBLIC AND THE FRATELLI GROUP INC.

contract at its expense in the Sole Daily Newspaper of Public Contracting (*Diario Único de Contratación Pública*.) This requirement shall be fulfilled with the payment of the corresponding fees, that is to say the amount of ONE MILLION SEVEN HUNDRED AND EIGHTY FOUR THOUSAND FIVE HUNDRED COLOMBIAN PESOS (\$1,784,500.00). Reimbursements on behalf of **THE ENTITY** shall not be admitted while this obligation is not fulfilled. **CLAUSE TWENTY SECOND – LIQUIDATION:** Once the execution of this contract has been completed, the contracting parties shall make the liquidation pursuant to the provisions set forth in article 11 of the Law 1150 of 2007. As for the records, this contract is hereby executed this 8th day of the month of July 2008.

BY THE ENTITY,
LILIAN DEL PILAR VELEZ PINZON
Deputy Director
(Sgd.) (Illegible)

BY THE CONTRACTOR,
FRANCIS O'BRIEN
The Fratelli Group Inc.
(there is no signature)

Approval CHARLES R. TACHACK SUESCUN
Consultant to the Administrative and Financial Area – Contracts
(Sgd.) (Illegible)

Project: Charles Tachack

2008 AUG 15 AM 10: 26
CRM/ISS/REGISTRATION UNIT