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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 Blue Star Strategies, LLC 888 17th St NW, Suite 800 Washington, DC 20006	2. Registration No. 5980
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3. Name of foreign principal Ministry of Coordination of Production, Employment and Competitiveness; Republic of Ecuador	4. Principal address of foreign principal Av. Coruña y 12 de Octubre, Edificio Altana Plaza 4o piso. Quito, Ecuador
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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 \_\_\_\_\_

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

a) Branch or agency represented by the registrant  
Ministry of Coordination of Production, Employment and Competitiveness; Republic of Ecuador

b) Name and title of official with whom registrant deals  
Nathalie Cely S.

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

a) Principal address

b) Name and title of official with whom registrant deals

c) Principal aim

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.

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.)*

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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.

Date of Exhibit A  
June 9, 2010

Name and Title  
Karen A. Tramontano

Signature

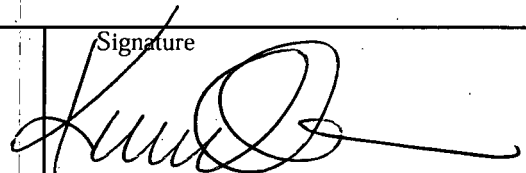


Exhibit B  
To Registration Statement  
Pursuant to the Foreign Agents Registration Act of 1938, as amended

**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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1. Name of Registrant Blue Star Strategies, LLC	2. Registration No. 5980
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3. Name of Foreign Principal Ministry of Coordination of Production, Employment and Competitiveness; Republic of Ecuador
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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.  
Under the terms of the Agreement, the Firm will provide to the Client Independent professional consulting services to support the outreach of the Republic of Ecuador's Ministry of Coordination of Production, Employment and Competitiveness to the executive and legislative branches of government, as well as the private sector in the United States.

Please note that, although the contract states a May 1 start date, we did not receive the signed contract until June 7, 2010 and thus will not engage on behalf of the client until June 10, 2010.

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

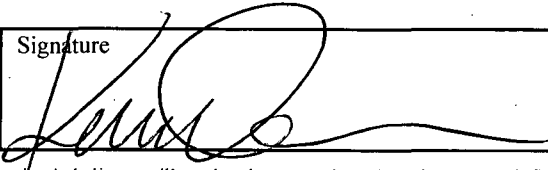
We will develop engagement strategies to enhance the bilateral relationship with the U.S. government, as well as improve the public profile of Ecuador as a country open to partnerships for innovation, manufacturing goods and value added services that offer high quality employment and economic development for the country.

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.

We will engage the legislative and executive branches of the federal government to seek to enhance the bilateral relationship, including the trade relationship, with the Republic of Ecuador.

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Date of Exhibit B June 9, 2010	Name and Title Karen A. Tramontano, CEO	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.



**CONTRATO DE SERVICIOS NO NORMALIZADOS PRESTADOS EN EL EXTERIOR**  
RELACIONES PÚBLICAS PARA PROPORCIONAR LA IMAGEN DEL ECUADOR COMO PAÍS ABIERTO A LA INVERSIÓN PARA EL BUEN VIVIR

Proceso de Contratación N° SEREX-MCPEC-1-2010  
Contrato N° \_\_\_\_\_

Recibido:  17:51

**COMPARECIENTES**

Intervienen en la celebración del presente contrato, por una parte el Ministerio de Coordinación de la Producción, Empleo y Competitividad, legalmente representada por la economista Nathalie Cely S., Ministra Coordinadora, y por otra, la firma consultora BLUE STAR STRATEGIES LLC, debidamente representada por Karen A. Tramontano, en su calidad de Chief Executive Officer. Los mismos que para efectos del presente contrato se denominarán el "CONTRATANTE" y "CONTRATISTA". Las partes se obligan en virtud del presente contrato, al tenor de las siguientes cláusulas:

**Cláusula Primera.- ANTECEDENTES**

1.01.- De conformidad con los artículos 4 y 5 de la Ley Orgánica del Sistema Nacional de Contratación Pública -LOSNC-P y 3 de su Reglamento General, el Plan Anual de Contrataciones de la CONTRATANTE, contempla la contratación de: relaciones públicas para proporcionar una imagen del Ecuador como un país abierto a las asociaciones para innovar, producir bienes y servicios con valor agregado y brindar servicios que ofrezcan empleo de calidad y desarrollo económico para el país.

1.02.- Previos los informes y los estudios respectivos, la máxima autoridad de la CONTRATANTE resolvió iniciar el proceso de contratación mediante Resolución N° MCPEC-DM-2010-17 de 15 de abril de 2010.

1.03.- Se cuenta con la existencia y suficiente disponibilidad de fondos en la partida presupuestaria N° 26-00-009-001-730601, conforme consta en la certificación conferida por el Analista de Presupuesto de la Dirección Financiera, mediante Memorando N° MCPEC-DAF-2010-0378 de 15 de abril de 2010.

1.04.- Se recibió la respectiva oferta de servicios el día 26 de abril de 2010.

1.05.- Luego de la negociación correspondiente, la máxima autoridad de LA CONTRATANTE, mediante Resolución N° MCPEC-DM-2010-22 de 30 de abril de 2010, adjudicó la ejecución del contrato para relaciones públicas para proporcionar una imagen del Ecuador como un país abierto a las asociaciones para innovar, producir bienes y servicios con valor agregado y brindar servicios que ofrezcan empleo de calidad y desarrollo económico para el país al oferente BLUE STAR STRATEGIES LLC.

**Cláusula Segunda.- DOCUMENTOS DEL CONTRATO**

2.01.- Forman parte integrante del Contrato los siguientes documentos:

- a. La oferta presentada por el CONTRATISTA;
- b. Los demás documentos de la representación legal del CONTRATISTA;
- c. La resolución de adjudicación; y,
- d. Las certificaciones de la Dirección Financiera que acrediten la existencia de la partida presupuestaria y disponibilidad de recursos, para el cumplimiento de las obligaciones derivadas del contrato.

**Cláusula Tercera.- INTERPRETACIÓN Y DEFINICIÓN DE TÉRMINOS**

3.01.- Los términos del Contrato deben interpretarse en su sentido literal, a fin de revelar claramente la intención de los contratantes. En todo caso su interpretación sigue las siguientes normas:

- a) Cuando los términos estén definidos claramente en idioma castellano, se atenderá su tenor literal que más se ajuste a las prácticas comerciales internacionales.
- b) Si no están definidos, se estará a lo dispuesto en el contrato en su sentido natural y obvio, de conformidad con el objeto contractual y la intención de los contratantes. De existir contradicciones entre el contrato y los documentos del mismo, prevalecerán las normas del contrato.
- c) El contexto servirá para ilustrar el sentido de cada una de sus partes, de manera que haya entre todas ellas la debida correspondencia y armonía.

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- d) En su falta o insuficiencia se aplicarán las normas contenidas en el Título XIII del Libro IV de la codificación del Código Civil del Ecuador.

**3.02.- Definiciones:** En el presente contrato, los siguientes términos serán interpretados de la manera que se indica a continuación:

- a) "Adjudicatario", es el oferente a quien la máxima autoridad de la CONTRATANTE le adjudica el contrato;
- b) "MCPEC", Ministerio de Coordinación de la Producción, Empleo y Competitividad.
- c) "LOSNCP", Ley Orgánica del Sistema Nacional de Contratación Pública.
- d) "Oferente", es la persona natural o jurídica, asociación o consorcio que presenta una "oferta";
- e) "Oferta", es la propuesta para contratar, presentada por el oferente a través de la cual se obliga, en caso de ser adjudicada, a suscribir el contrato para la provisión del servicio señalado en la cláusula de Antecedentes;

**Cláusula Cuarta.- OBJETO DEL CONTRATO**

4.01.- El CONTRATISTA se obliga para con la CONTRATANTE a proveer a entera satisfacción de la CONTRATANTE los servicios no normalizados de: relaciones públicas para proporcionar una imagen del Ecuador como un país abierto a la asociaciones para innovar, producir bienes y servicios con valor agregado y brindar servicios que ofrezcan empleo de calidad y desarrollo económico para el país.

**Cláusula Quinta.- PRECIO DEL CONTRATO**

5.01.- El valor del presente contrato, que la CONTRATANTE pagará al CONTRATISTA, es el de CIENTO CUARENTA Y CUATRO MIL dólares de los Estados Unidos de América (US\$ 144.000,00).

5.02.- Los precios acordados en este contrato, constituirán la única compensación al CONTRATISTA por todos sus costos, inclusive cualquier impuesto, derecho o tasa que tuviese que pagar.

**Cláusula Sexta.- FORMA DE PAGO**

El precio señalado en la cláusula precedente será pagadero en dividendos mensuales iguales por el transcurso de nueve meses, de conformidad con la oferta presentada por el CONTRATISTA.

**Cláusula Séptima.- GARANTÍAS**

7.01.- En este contrato, no se prevé la rendición de garantías.

7.02.- En caso de que la CONTRATISTA comunique por escrito que suspenderá la ejecución de los servicios, la CONTRATANTE suspenderá el pago de los dividendos mensuales correspondientes al mes en que se recibe dicha comunicación y los siguientes meses.

**Cláusula Octava.- PLAZO**

8.01.- El plazo total para la ejecución del presente contrato es de NUEVE MESES contado a partir del primero de mayo del año dos mil diez.

**Cláusula Novena.- PRÓRROGAS DE PLAZO**

9.01 El MCPEC podrá extender el plazo de vigencia del presente contrato solo en los casos que se indican a continuación; a solicitud de LA CONSULTORA en un término de hasta cinco (5) días de suscitado el evento o cuando de los hechos se evidencie tal necesidad:

- a) Por caso fortuito o fuerza mayor aceptado por el MCPEC, en los términos establecidos en el artículo 30 del Código Civil.
- b) Cuando se suspendan los trabajos o se cambien las actividades previstas en el cronograma por orden del MCPEC y que no se deban a causas imputables a LA CONSULTORA.

Al aceptar la prórroga, el MCPEC definirá su duración y la incorporación de un nuevo cronograma que sustituirá al original o precedente, que deberá ser suscrito por las partes, y tendrá el mismo valor contractual del sustituido.

#### **Cláusula Décima.- MULTAS**

**10.01.-** En caso de que la CONTRATISTA no cumpliera dentro del plazo acordado por las partes en la realización de una actividad de relaciones públicas, la CONTRATANTE se reserva el derecho de imponer una multa equivalente al diez por ciento del dividendo mensual correspondiente al mes en que ocurrirá este evento, por cada día de retardo.

**10.02.-** No se aplicarán multas en caso de que el retardo en el cumplimiento de obligaciones se deba a hechos que están fuera de la voluntad o capacidad de la CONTRATISTA.

#### **Cláusula Décima Primera.- DEL REAJUSTE DE PRECIOS**

**11.01.-** No se prevé reajuste de precios. Gastos personales no están incluidos, pero gastos que sobrepasen los quinientos dólares de los Estados Unidos de América (US\$ 500,00) serían pre aprobados.

#### **Cláusula Décima Segunda.- CESIÓN DE CONTRATOS Y SUBCONTRATACIÓN**

**12.01.-** El CONTRATISTA no podrá ceder, asignar o transferir en forma alguna ni todo ni parte de este Contrato. Sin embargo podrá subcontratar parcialmente la ejecución de las obligaciones contractuales, siempre que el monto de la totalidad de lo subcontratado no exceda del treinta por ciento (30%) del valor total del contrato principal.

**12.02.-** El CONTRATISTA será el único responsable ante la CONTRATANTE por los actos u omisiones de sus subcontratistas y de las personas directa o indirectamente empleadas por ellos.

#### **Cláusula Décima Tercera.- OTRAS OBLIGACIONES DEL CONTRATISTA**

**13.01.-** A más de las obligaciones ya establecidas en el presente contrato y en las Condiciones Generales de Ejecución del Contrato, el CONTRATISTA está obligado a cumplir con cualquiera otra que se derive natural y legalmente del objeto del contrato y sea exigible por constar en cualquier documento del mismo o en norma legal específicamente aplicable.

#### **Cláusula Décima Cuarta.- OBLIGACIONES DE LA CONTRATANTE**

**14.01.-** Son obligaciones de la CONTRATANTE, aparte de las establecidas en otras cláusulas del contrato y sus anexos, las siguientes:

- a) Proveer información que será insumo para las actividades de relaciones públicas que cumple la CONTRATISTA,
- b) Cumplir con las obligaciones establecidas en el contrato, y en los documentos del mismo, en forma ágil y oportuna,
- c) Dar solución a los problemas que se presenten en la ejecución del contrato, en forma oportuna,
- d) De ser necesario, tramitar los contratos complementarios que sean del caso, y
- e) Las demás, propias de cada contrato.

#### **Cláusula Décima Quinta.- CONTRATOS COMPLEMENTARIOS.-**

**15.01.-** En el caso que, por causas imprevistas o técnicas, debidamente motivadas, presentadas durante la ejecución del contrato, el equipo de trabajo de la CONTRATISTA podrá visitar Ecuador o, en general, realizar movilizaciones que impliquen que el equipo de trabajo realice gastos personales, las partes podrán firmar contratos complementarios, para cumplir con estos gastos si los mismos superan los quinientos dólares de los Estados Unidos de América (US\$ 500,00), los cuales deben ser pre aprobados.

#### **Cláusula Décima Sexta.- CONFIDENCIALIDAD.**

Las partes acuerdan que la información que compartan mutuamente, que no tenga como fin la difusión ante terceros o ante la opinión pública, será confidencial conforme a las siguientes reglas:

**16.01.- Revelación de la información.-** El CONTRATANTE revelará información al CONTRATISTA sobre la base de un entendimiento expreso fundamental, en función del cual el CONTRATISTA se encontrará obligado a no celebrar con terceros ningún contrato en temas vinculados con la información que se proporcionará para la ejecución de este contrato; a excepción de aquella información no sujeta a esta cláusula.

**16.02.- Propiedad de la información.-** La información es de propiedad del CONTRATANTE y el presente convenio de estricta confidencialidad no será interpretado como un otorgamiento a favor del CONTRATISTA de ningún tipo de licencia, permiso o cualquier otra clase de derechos sobre la información.

**16.03.- Confidencialidad de la información.-** El CONTRATISTA acepta mantener y tratar la información con un carácter estrictamente confidencial respecto de terceros. El CONTRATISTA no podrá publicar ni utilizar la información sin haber obtenido previamente el consentimiento escrito del CONTRATANTE para tal efecto.

**16.04.- Obligación y responsabilidad en la confidencialidad.-** La obligación de confidencialidad se extiende a toda persona o sociedad que, por intermedio del CONTRATISTA, tenga acceso a la información suministrada, haciéndose este último responsable de todo incumplimiento efectuado por cualquiera de los sujetos referidos en esta cláusula.

**16.05.- Carácter de la información.-** No podrá ser considerada como confidencial la información que sea susceptible de ser conocida mediante la utilización de canales regulares y legales de información, ni la información que sea de público conocimiento a través de cualquier medio de comunicación. De no ser así, se presume que toda información entregada es confidencial, y debe adecuarse a lo establecido en la presente cláusula.

**Cláusula Décima Séptima.- DE LA ADMINISTRACIÓN DEL CONTRATO:**

**17.01.-** La CONTRATANTE designa a la Directora de Comunicación Social, en calidad de Administrador del Contrato, quien deberá atenerse a las condiciones que forman parte del presente contrato.

El Administrador de este Contrato, queda autorizado para realizar las gestiones inherentes a su ejecución, incluyendo aquello que se relaciona con la aceptación o no de los pedidos de prórroga que puede hacer el CONTRATISTA. El Administrador será el encargado de velar por el cumplimiento de las normas legales y compromisos contractuales por parte de CONTRATISTA.

Respecto de su gestión reportará al Secretario Técnico del MCPEC, debiendo comunicar todos los aspectos operativos, técnicos, económicos y de cualquier naturaleza que pudieren afectar al cumplimiento del objeto del contrato, siempre incluyendo en la comunicación al Director General del componente InvestEcuador.

Suscribirá una sola acta de entrega recepción de todo el trabajo, al vencimiento de su plazo contractual.

**Cláusula Décima Octava.- TERMINACIÓN DEL CONTRATO**

**18.01.-** El Contrato termina:

- a) Por cabal cumplimiento de las obligaciones contractuales,
- b) Por mutuo acuerdo de las partes,
- c) Por sentencia o laudo ejecutoriados que declaren la nulidad del contrato o la resolución del mismo, a pedido del CONTRATISTA.
- d) Por disolución de la persona jurídica CONTRATISTA, que no se origine en decisión interna voluntaria de los órganos competentes de tal persona jurídica.
- e) Por causas imputables a la CONTRATANTE, en caso de que ésta hubiese dejado de cumplir con sus obligaciones por más de quince días.

**Cláusula Décima Novena.- SOLUCIÓN DE CONTROVERSIAS**

**19.01.-** Si se suscitaren divergencias o controversias en la interpretación o ejecución del presente contrato, cuando las partes no llegaren a un acuerdo amigable directo, podrán utilizar los métodos alternativos para la solución de controversias en el Centro de Mediación y Arbitraje acordado por las partes.

Para que proceda el arbitraje, debe existir previamente el pronunciamiento favorable del Procurador General del Estado, conforme el artículo 190 de la Constitución de la República del Ecuador.

**19.02.-** En el caso de que se opte por la jurisdicción voluntaria, las partes acuerdan someter las controversias relativas a este contrato, su ejecución, liquidación e interpretación a arbitraje y mediación y se conviene en lo siguiente:

**19.02.01.- Mediación.-** Toda controversia o diferencia relativa a este contrato, a su ejecución, liquidación e interpretación, será resuelta con la asistencia de un mediador designado por las partes o por un Centro de Mediación



calificado favorablemente por ambas partes, en el evento de que el conflicto no fuere resuelto mediante este mecanismo de solución de controversias, las partes se someten al Arbitraje de conformidad con las siguientes reglas:

**19.02.02.- Arbitraje.-** En caso de obtenerse aprobación para someter la resolución de conflictos a arbitraje, se establecerán las siguientes reglas:

- a) El arbitraje será en Derecho;
- b) Se aplicará la legislación prevista y el reglamento vigente en el Centro de Mediación elegido por las partes;
- c) El Tribunal Arbitral se conformará por un árbitro único o de un número impar según acuerden las partes. Si las partes no logran un acuerdo, el Tribunal se constituirá con tres árbitros. El procedimiento de selección y constitución del Tribunal será el previsto en la Ley y en el Reglamento del Centro de Arbitraje seleccionado;
- d) Los árbitros serán abogados y preferiblemente con experiencia en el tema que motiva la controversia;
- e) Los asuntos resueltos mediante el laudo arbitral tendrán el mismo valor de las sentencias de última instancia dictadas por la justicia ordinaria. Se ejecutarán conforme al Convenio de Nueva York; y
- f) El idioma del arbitraje será el Castellano

**19.02.03.- Vía diplomática.-** El CONTRATISTA renuncia a utilizar la vía diplomática para todo reclamo relacionado con este Contrato. Si el CONTRATISTA incumpliere este compromiso, la CONTRATANTE podrá dar por terminado unilateralmente el contrato y hacer efectiva las garantías.

**Cláusula Vigésima.- LUGAR DE PRESTACIÓN DE LOS SERVICIOS**

**20.01.-** Los servicios que son objeto del presente Contrato, se los ejecutará en Washington D.C., Estados Unidos de América o en cualquier estado de la Unión Americana, siempre que la naturaleza de la actividad específica seguida para ejecutar este contrato lo exija.

**Cláusula Vigésima Primera.- PROPIEDAD MATERIAL E INTELECTUAL DE LOS SERVICIOS**

**21.01.-** La propiedad material e intelectual de todos los productos elaborados o modificada ejecución de los servicios objeto de este Contrato serán del MCPEC. CONTRATISTA podrá referirse a ellos o citarlos como antecedentes de su actividad técnica y profesional; o para publicaciones científicas.

**Cláusula Vigésima Segunda.- TRIBUTOS, RETENCIONES Y GASTOS**

**22.01.-** La CONTRATANTE efectuará al CONTRATISTA las retenciones que dispongan las leyes tributarias ecuatorianas.

**Cláusula Vigésima Tercera.- DOMICILIO**

**23.01.-** Para todos los efectos de este contrato, las partes convienen en señalar como su dirección; las siguientes:

**Ministerio de Coordinación de la Producción, Empleo y Competitividad - MCPEC**

Teléfono: (593)2-381-5600  
Dirección: Av. Coruña y 12 de Octubre, Edificio Altana Plaza 4to piso.  
Ciudad, País: Quito-Ecuador

**CONTRATISTA:**

Teléfono: (202)833-1281  
Dirección: 888 17th Street, NW Suite 800  
Ciudad: Washington, DC 20006  
País: Estados Unidos de América

**Cláusula Vigésima Cuarta.- ACEPTACIÓN DE LAS PARTES**

**24.01.-** Libre y voluntariamente, las partes expresamente declaran su aceptación a todo lo convenido en el presente contrato y se someten a sus estipulaciones.



Ministerio de Coordinación  
de la Producción, Empleo  
y Competitividad

Para constancia y en fe de aceptación, firman las partes en CUATRO ejemplares el presente Contrato.

Suscribe en Quito, a 30 de abril de 2010

Suscribe en Washington DC, a 30 de abril de 2010:

Firma:

Nombre: Nathalie Cely S.

Cargo: Ministra Coordinadora

Institución: Ministerio de Coordinación de la Producción, Empleo y Competitividad

Calidad: ENTIDAD CONTRATANTE

RUC: 1768147560001

Firma:

Nombre: Karen A. Tramontano

Calidad: Chief Executive Officer

Institución: Blue Star Strategies, LLC

Calidad: CONTRATISTA

RUC: No aplica

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NB: ENGLISH TRANSLATION OF CONTRACT

**Contract of non-normalized services provided abroad**

**Public relations to position Ecuador's image as a country open to investment for the country's well being.**

Contract process code SEREX-MCPEC-1-2010

**SIGNERS**

Appearing for the signing of the present contract, on one part, the Ministry of Coordination of Production, Employment and Competitiveness, legally represented by the economist Nathalie Cely S., Coordinating Minister, and for the other, the consulting firm BLUE STAR STRATEGIES LLC, duly represented by Karen A. Tramontano, in her capacity of Chief Executive Officer. For the effects of the present contract, they will be denominated the "CLIENT" and the "FIRM." Both parties are obligated, in virtue of the present contract, to the following clauses.

**FIRST CLAUSE.- BACKGROUND**

**1.01.-** In accordance with articles 4 and 5 of the Organic Law of the National System of Public Hiring- LOSNCP for its Spanish initials- and 3 of its General Rulebook, the Annual Hiring Plan of the CLIENT, contemplates the hiring of: public relations to provide an image of Ecuador as a country open to partnerships for innovation, manufacturing goods and value added services, and providing services that offer high quality employment and economic development for the country.

**1.02.-** Prior to the reports and respective studies, the maximum authority of the CLIENT, decided to begin the hiring process by means of Resolution N° MCPEC-DM-2010-17 of April 15, 2010.

**1.03.-** There is existence and enough availability of funds in the budgetary item N° 26-00-009-001-730601, in accordance with the certification given by the Budget Analyst of the Financial Direction, by means of Memorandum N° MCPEC-DAF-2010-0378 of April 15, 2010.

**1.04.-** The offer of services was received on April 26, 2010.

**1.05.-** Following the respective negotiations, the maximum authority of the CLIENT, by the means of Resolution N° MCPEC-DM-2010-22 of April 30, 2010, awarded the execution of the contract for public relations to provide an image of Ecuador as a country open to partnerships for innovation, manufacturing goods and value added services, and providing services that offer high quality employment and economic development for the country, to the FIRM BLUE STAR STRATEGIES LLC.

**Second Clause.- CONTRACT DOCUMENTS**

**2.01.-** The following documents are part of the Contract

- a. The offer presented by the FIRM;
- b. The rest of the documents of the legal representation of the FIRM;
- c. The resolution of ADJUDICATION; and
- d. The certification of the Financial Board that authorizes the existence of the budgetary item and the availability of resources for the fulfillment of the obligations derived from the contract.

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### **Third Clause.- INTERPRETATION AND DEFINITION OF TERMS**

**3.01.-** The terms of the Contract must be interpreted in their literal sense, in order to clearly reveal the intention of the parties. In any case its interpretation follows the subsequent norms.

a) When the terms are clearly defined in the Spanish language, their literal definition which adjusts the most to international commercial practices, will be used.

b) If they are not defined, one will rely on the contract in its natural and obvious sense, in accordance with the contractual object and the intention of the parties. If there are contradictions between the contract and its documents, the norms of the contract will prevail.

c) The context will serve to illustrate the meaning of each one of its parts, so that there exists due harmony and relation between them.

d) In case of its lack or insufficiency, the norms in Title XIII of the Book IV, of the Ecuadoran Civil Code will be implemented.

**3.02.- Definitions:** In the present contract, the following terms will be interpreted in the way indicated as follows:

a) **"Adjudicator"**, is the offerer to whom the maximum authority of the CLIENT is adjudicating the contract.

b) **"MCPEC"**, Ministry of Coordination of Production, Employment and Competitiveness.

c) **"LOSNCP"**, Organic Law of the National System of Public Hiring.

d) **"Offerer"**, is the natural or juridical person, association or consortium that presents an "offer".

e) **"Offer"**, is the proposal to hire, presented by the offerer, through which he is obligated, in case of being adjudicated, to subscribe to the contract in order to provide the services described in the Background clause;

### **Fourth Clause.- OBJECT OF THE CONTRACT**

**4.01.-** The FIRM is obligated to the CLIENT, to provide to the complete satisfaction of the CLIENT, the non-normalized services of: public relations to provide an image of Ecuador as a country open to partnerships for innovation, manufacturing goods and value added services, and providing services that offer high quality employment and economic development for the country.

### **Fifth Clause.- PRICE OF THE CONTRACT**

**5.01.-** The value of the present contract, that the CLIENT will pay the FIRM, is of ONE HUNDRED FOURTY FOUR THOUSAND American dollars (US\$ 144,000.00).

**5.02.-** The prices agreed upon in this contract, constitute the only compensation to the FIRM for all his costs, including any taxes that he would have to pay.

### **Sixth Clause.- Form of Payment**

The price indicated in the preceding clause will be payable in equal monthly dividends throughout nine months, in accordance with the offer presented by the FIRM.

#### **Seventh Clause- GUARANTEES**

**7.01.-** In this contract the rendering of guarantees is not anticipated.

**7.02.-** In case that the FIRM notifies in writing that it will suspend the execution of its services, the CLIENT will suspend the payment of monthly dividends for the month in which that notification is received, and for the subsequent months.

#### **Eighth Clause.- TIME FRAME**

**8.01.-** The total time frame for the execution of the present contract is of NINE MONTHS, beginning from the first of May of the year two thousand and ten.

#### **Ninth Clause.- EXTENSIONS OF DEADLINE**

**9.01.-** The MCPEC will be able to extend the deadline for the present contract only in the following cases, on the request of the FIRM in a term of up to five (5) days after the request, or when such need is evidenced from the facts:

a) For situations outside the control of the consultant accepted by the MCPEC, in the terms established in Article 30 of the Civil Code.

b) When the works are suspended or activities planned in the timeframe are changed by the orders of the MCPEC and not due to imputable causes of the FIRM.

Upon accepting the extension, the MCPEC will define its duration and the incorporation of a new timeframe that will substitute the original or preceding one, it will be subscribed by both parties, and it will have the same contractual value of the one substituted.

#### **Tenth Clause.- FINES**

**10.01.-** In case that the FIRM does not complete one of the public relations activities within the time frame agreed upon by both parties, the CLIENT reserves the right to impose a fine equivalent to ten percent of the monthly dividend of the month when this event occurs, for each day of delay.

**10.02.-** No fines will be applied if the delay in fulfilling the agreed upon obligations is due to situations that are outside the control capacity of the FIRM.

#### **Eleventh Clause.- REGARDING PRICE READJUSTMENTS**

**11.01.-** No price readjustment is anticipated. Personal expenditures are not included, but expenses that surpass five hundred American dollars (US\$500.00) would be pre approved.

#### **Twelfth Clause.- CESSION OF THE CONTRACT AND SUBCONTRACTING**

**12.01.-** The FIRM will not be able to cede, assign or transfer in any way, the entirety or part of this Contract. However, he will be able to partially subcontract the execution of his contractual obligations, as long as the total amount subcontracted does not exceed thirty percent (30%) of the total value of the main contract.

**12.02.-** The FIRM will be the only responsible to the CLIENT for the acts or omissions of its subcontractors and the people directly or indirectly employed by them.

**Thirteenth Clause.- OTHER OBLIGATIONS OF THE CONTRACTOR**

**13.01.-** In addition to the obligations established in the present contract and in the General Conditions of Execution of the Contract, the FIRM is obligated to fulfill with any other obligation that is derived naturally and legally from the contract and is demandable for appearing in any document of the contract or in a specifically applicable legal norm.

**Fourteenth Clause.- OBLIGATIONS OF THE CONTRACTING PARTY**

**14.01.-** In addition to the obligations established in other clauses of the contract and its annexes, the following are also obligations of the CLIENT:

- a) To provide information needed for the public relations activities undertaken by the FIRM,
- b) To quickly and conveniently fulfill the obligations established in the contract and in its documents,
- c) To conveniently solve the problems that emerge during the execution of the contract,
- d) If necessary, to process the complementary contracts and,
- e) Any other items inherent in the contract.

**Fifteenth Clause.- COMPLEMENTARY CONTRACTS**

**15.01.-** In the case that, due to unforeseen or technical causes emerging during the execution of the contract, the team of the FIRM has to visit Ecuador, or in general, carry out mobilizations that imply that the team will have to undertake personal expenditures, the parties will be able to sign complementary contracts to comply with these expenditures if they exceed five hundred American dollars (US\$500.00), which must be pre approved.

**Sixteenth Clause.- CONFIDENTIALITY**

The parties agree that the information shared mutually, whose end is not the diffusion to the public, will be confidential according to the following rules:

**16.01.- Revealing Information.-** The CLIENT will reveal information to the FIRM on the basis of a fundamental understanding, in which the FIRM will be obligated not to sign with third parties any contract on issues related to the information that will be provided for the execution of this contract, with the exception of that information which is not subject to this clause.

**16.02.- Ownership of the information.-** The information is the property of the CLIENT and the present agreement of strict confidentiality will not be interpreted as an issuing in favor of the FIRM of any type of license, permit or any other class of rights over the information.

**16.03.- Confidentiality of the information.-** The FIRM accepts to maintain and treat the information with a strictly confidential character with regards to third parties. The FIRM will not be able to publish or use the information without previously obtaining written consent from the CLIENT for that purpose.

**16.04.- Obligation and responsibility of confidentiality.-** The obligation of confidentiality extends to all person or association that, through the FIRM obtains access to the information supplied, the latter thus becoming responsible of all breaches to any of the issues in the present clause.

**16.05.- Character of the information.-** The information that is susceptible to being known through the use of regular and legal information channels cannot be considered confidential, neither can information that is of public knowledge through the media. All other information delivered is presumed to be confidential and must be dealt with as established in the present clause.

#### **Seventeenth Clause.- REGARDING THE CONTRACT ADMINISTRATION**

**17.01.-** The CLIENT designates the Director of Social Communications, as Contract Administrator, who must abide by the conditions of the present contract.

The Administrator of this Contract, is hereby authorized to carry out the measures inherent for its execution, including those related to the acceptance, or rejection of extension requests potentially made by the FIRM. The Administrator will be in charge of looking after the fulfillment of legal norms and contractual commitments by the FIRM.

With regard to his actions, he will report to the Technical Secretary of the MCPEC, communicating all operational aspects, technical aspects, economic aspects, and those of any nature that could affect the fulfillment of the contract, always including the General Director of the InvestEcuador component in their communications.

He will sign for only one received compilation of all the work, upon the expiration of his contractual time frame.

#### **Eighteenth Clause.- CONTRACT TERMINATION**

**18.01.-** The Contract is terminated:

- a) Upon the satisfactory fulfillment of the contractual obligations,
- b) Upon the mutual agreement of the parties,
- c) Upon the sentence that declares the nullity or resolution of the contract, as a request of the FIRM.
- d) Upon the dissolution of the juridical person of the FIRM, that is not originated in a voluntary internal decision of the competent organs of said juridical person.
- e) For causes attributable to the CLIENT, in case that it would have stopped carrying out its obligations for more than fifteen days.

#### **Nineteenth Clause.- Solution of Controversies**

**19.01.-** If differences or controversies were to arise in the interpretation or execution of the present contract, when the parts do not reach a direct amicable agreement, they will be able to use the alternative methods for the solution of controversies in the Center for Mediation and Arbitrage agreed upon by the parties.

So that the arbitration proceeds, the favorable pronouncement of the Attorney General must previously exist, in accordance with article 190 of the Constitution of the Republic of Ecuador.

**19.02.-** In case that voluntary jurisdiction is chosen, the parties agree to submit the controversies from this contract, its execution, liquidation and interpretation to arbitration and mediation and the following is convened:

**19.02.01.- Mediation.-** All controversy or difference regarding this contract, its execution, liquidation and interpretation, will be solved with the assistance of a mediator designated by the parties or by a Mediation Center favorable qualified by both parties, in the case that the conflict were not solved through this controversy solving mechanism, the parties will submit to Arbitrage in conformity with the following rules:

**19.02.02.- Arbitrage.-** In case that approval is obtained to submit the resolution of conflicts to arbitrage, the following rules will be established:

- a) The arbitrage will be in Law;
- b) The foreseen legislation and the rules in force at the Mediation Center chosen by the parties will be applied;
- c) The Arbitral Tribunal will be constituted by a sole arbitrator or by an uneven number of arbitrators, as agreed by the parties. If the parties do not reach an agreement on this issue, three arbitrators will constitute the Tribunal. The procedure of selection and constitution of the Tribunal will be the one foreseen in the Law and in the Rules of the chosen Arbitrage Center.
- d) The arbitrators will be lawyers and preferably with experience in the issue that is causing the controversy;
- e) The issues solved through the ruling of arbitration will have the same value as the final ruling dictated by the appropriate justice. They will be executed according to the New York Convention; and
- f) The language of the arbitrage will be Spanish.

**19.02.03.- Diplomatic means.-** The FIRM renounces to use diplomatic means for all complaints related to this Contract. If the FIRM were to breach this commitment, the CLIENT will be able to consider the contract unilaterally terminated and make all guarantees effective.

#### **Twentieth Clause.- LOCATION OF SERVICES PROVIDED**

**20.01.-** The services subject to the present contract will be executed in Washington D.C., United States of America or in any state in the American Union, as long as the nature of the specific activity followed to execute this contract requires so.

#### **Twenty-First Clause.- MATERIAL AND INTELLECTUAL PROPERTY OF THE SERVICES**

**21.01.-** The material and intellectual property of all products elaborated or modified through the execution of services subject to this Contract will be of the MCPEC. The FIRM may refer to them or cite them as background of their technical and professional activities, or for scientific publications.

#### **Twenty-Second Clause.- TRIBUTES, RETENTIONS AND EXPENDITURES**

**22.01.-** The CLIENT will withhold from the FIRM funds liable to pay taxes, as stipulated by Ecuadorian law.



**Twenty-Third Clause.- ADDRESSES**

**23.01.-** For all effects of this contract, the parties provide their directions as follows:

**Ministry of Coordination of Production, Employment and Competitiveness- MCPEC**

Phone: (593)2-381-5600

Address: Av. Coruña y 12 de Octubre, Edificio Altana Plaza 4to piso.

City, Country: Quito, Ecuador

**FIRM**

Phone: (202)833-1281

Address: 888 17<sup>th</sup> Street, NW Suite 800

City: Washington, DC 20006

Country: United States of America

**Twenty-Fourth Clause.- ACCEPTANCE OF THE PARTIES**

**24.01.-** Free and voluntarily, the parties declare their acceptance to everything convened in the present contract and submit to its stipulation.

For the record and faith of acceptance, the parties sign in FOUR copies of the present Contract.

Subscribes at Quito on April 30, 2010

Signature:

Name: Nathalie Cely S.

Position: Coordinating Minister

Institution: Ministry of Coordination of

Production, Employment and Competitiveness

Position: CLIENT

RUC: 1768147560001

Subscribes at Washington DC, on April 30, 2010

Signature:

Name: Karen A. Tramontano

Position: Chief Executive Officer

Institution: Blue Star Strategies, LLC

Position: FIRM

RUC: Not applicable

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