

U.S. Department of Justice
Washington, DC 20530

OMB NO. 1124-0004; Expires February 28, 2014

**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 <http://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 Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant Burson-Marsteller	2. Registration No. 2469
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3. Name of Foreign Principal

Ministerio de Economía y Finanzas de la Republica Oriental del Uruguay

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. Describe fully the nature and method of performance of the above indicated agreement or understanding.
Research on international perception of Uruguay as a destination for tourism and investment

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

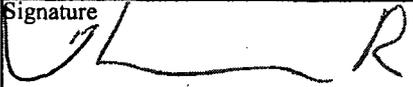
Research and reports on international perception of Uruguay as a destination for tourism and investment

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.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and 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 of Exhibit B	Name and Title	Signature
9/7/11	Theresa J. Rice Managing Director	

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.

Consulting Service Agreement

Remuneration by payment of a lump sum

executed by and between the

Ministry of Economy and Finance

and

BURSON-MARSTELLER

Date: _____

I. Agreement

Remuneration by payment of a lump sum

This AGREEMENT (hereinafter referred to as the "Agreement") is executed on the [day] day of the month of [month] of the year 2009, by and between, on the one hand, the Ministry of Economy and Finance (hereinafter referred to as "Contracting Party") and, on the other hand, BURSON-MARSTELLER (hereinafter referred to as "Consultant").

WHEREAS,

- a) Contracting Party has requested Consultant to render certain consulting services defined herein (hereinafter referred to as the "Services");
- b) Consultant, after informing Contracting Party that he is professionally qualified and has the necessary staff and technical resources to do it, has agreed to render the Services under the terms and conditions herein set forth;
- c) Contracting Party has received financing from the Inter-American Development Bank (hereinafter referred to as the "Bank") to pay for the price of the Services and Contracting Party intends to use some of this financing proceeds to make payments eligible hereunder, it being understood that (i) the Bank shall only make payments at the Contracting Party's request and with the prior approval of the Bank, (ii) such payments shall be subject in all their aspects to the terms and conditions set forth in the Loan Agreement, and (iii) nobody but Contracting Party shall have any right whatsoever under the Loan Agreement or any right whatsoever to claim for financing proceeds;

NOW, THEREFORE, the Parties hereby agree as follows:

1. The documents attached hereto are an integral part hereof:
 - a) General Terms and Conditions;
 - b) Special Terms and Conditions;
 - c) Request for Proposal;
 - a) Questions asked and their respective answers;
 - b) Consultant's Proposal; and
 - c) Negotiating record.
2. Contracting Party's and Consultant's mutual rights and obligations shall be set forth herein, particularly the following:
 - a) Consultant shall render the Services pursuant to the provisions set forth herein, and

- b) Contracting Party shall make the payments to Consultant pursuant to the provisions set forth herein.

IN WITNESS WHEREOF, the Parties have decided to execute this Agreement on their own behalf on the date stated hereinabove.

By and on behalf of the Ministry of Economy and Finance

*Ms. Susana Díaz, Accountant
Associated to the Office of the General Director of Secretariat*

By and on behalf of Burson-Marsteller

[Authorized representative]

II. General Terms and Conditions

1. General provisions

1.1 Definitions

The following terms, when used herein, shall have the meanings stated below, except where the context requires otherwise:

- (a) "Applicable law" means the laws and any other provision having the force of law in the country of the Government or in the country to be specified in the Special Terms and Conditions (CEC) and which may be timely enacted and in full force and effect;
- (b) "Bank" refers to the Inter-American Development Bank, Washington, DC, USA; or any other fund administered by the Inter-American Development Bank;
- (c) "Consultant" means any public or private entity, including Joint Venture, Consortium or Association (APCA, for its acronym in Spanish) that will render the Services hereunder to Contracting Party;
- (d) "Agreement" refers to the Agreement executed by the Parties and all the documents listed in Section 1, i.e. these General Terms and Conditions (CGC), the Special Terms and Conditions (CEC) and the respective Appendixes hereto;
- (e) "Contract Price" means the price to be paid for the services rendered, in accordance with Section 6.
- (f) "Effective Date" means the date this Agreement becomes effective in accordance with Item 2.1 herein;
- (g) "Foreign Currency" means any currency other than that of the country of the Contracting Party;
- (h) "CGC" means these General Terms and Conditions;
- (i) "Government" refers to the government of the country of the Contracting Party;
- (j) "National Currency" means the currency of the country of the Contracting Party;
- (k) "Member" refers to any of the entities that constitute a Joint Venture, Consortium or Association (APCA); and "Members" refers to all these entities;
- (l) "Party" means either Contracting Party or Consultant, as the case may be, and "Parties" means both Contracting Party and

Consultant;

- (m) "Staff" refers to the employees hired by Consultant or Sub-consultants for rendering the Services, either in whole or in part;
- (n) "CEC" means the Special Terms and Conditions through which the CGC may be modified or supplemented;
- (o) "Services" means the work to be done by Consultant in accordance herewith, as described in Appendix A hereto.
- (p) "Sub-consultant" refers to any person or company subcontracted by Consultant for rendering any part of the Services.
- (q) "In writing" means any notice in writing whose receipt has been acknowledged.

1.2 Governing Law This Agreement, its meaning and construction, and the relationship resulting hereunder between the Parties shall be governed by the applicable laws.

1.3 Language This Agreement has been executed in the language stated in the CEC, being all the matters related hereto, or to its meaning and construction, compulsorily governed by it.

1.4 Notices

1.4.1 Any notice, request or approval to be served or which may be served hereunder shall be in writing. Notices, requests or approvals shall be deemed as served once they have been hand-delivered to an authorized representative of the Party it is addressed to, or when they have been sent to such Party at the address stated in the CEC.

1.4.2 The Parties may change their address for notification purposes by informing the other Party in writing that the address stated in the CEC has been changed.

1.5 Place where Services shall be rendered Services shall be rendered in the places stated in Appendix A and, should the place where any specific task is to be carried out fail to be stated, it shall be carried out in a place to be approved by Contracting Party, be it either within the country of the Government or in any other place.

1.6 Powers of the responsible Member Should Consultant be a Joint Venture, Consortium or Association (APCA) made up of several companies, such company is empowered in the CEC by the Members to exercise all the rights and fulfill all the obligations of Consultant with Contracting Party hereunder on their behalf, including but not limited to receiving instructions and getting payments from Contracting Party.

1.7 Authorized The officers listed in the CEC may choose any course of action

representatives Contracting Party or Consultant must or may choose hereunder, and may execute any document that must or may be executed hereunder.

1.8 Taxes and duties Consultant, Sub-consultant and Staff shall pay all indirect taxes, duties, encumbrances and other obligations established by applicable law as stated in the CEC, whose amount is assumed to have been included in the Contract Price.

1.9 Fraud and Corruption

1.9.1 Definitions The Bank requires Borrowers (including beneficiaries of donations), contracted and contracting bodies, as well as companies, entities or individuals who want to participate or are participating in projects financed by the Bank, including applicants, bidders, contractors and consultants (including their respective officers, employees and representatives), to observe the highest level of ethical standards and inform the Bank about any suspected fraud or corruption they might be aware of or be informed about during the selection process and the negotiations or the performance of a contract. Acts of fraud and corruption are prohibited. Fraud and corruption include acts of: (a) corrupt practice; (b) fraudulent practice; (c) coercive practice; and (d) collusive practice. The definitions below include, but are not limited to, the most common types of fraud and corruption. Therefore, the Bank shall also take measures should there be similar events or claims related to suspected fraud or corruption, even if they are not included in the list below. The Bank shall apply in all cases the procedures set forth in Section 1.9 (c) herein. For enforcement purposes:

- (a) The Bank defines the expressions included below:
 - (i) A corrupt practice consists in offering, giving, receiving or asking for, either directly or indirectly, anything of value to influence the actions of another party;
 - (ii) A fraudulent practice consists in any act or omission, including the misrepresentation of facts and circumstances, that misleads or attempts to mislead a party in order to obtain a financial or other benefit or to avoid an obligation;
 - (iii) A coercive practice consists in impairing or harming, or threatening to impair or harm, either directly or indirectly, any party or the property of the party in order to influence the actions of such party; and
 - (iv) A collusive practice is an agreement between two or more parties aimed at achieving an improper

purpose, including influencing improperly the actions of another party.

1.9.2 Measures to be taken

- (b) Should it be proved, in accordance with the administrative procedures of the Bank, that any company, entity or individual acting as a bidder or participating in a project financed by the Bank, including, among others, applicants, bidders, contractors, consultants, borrowers (including beneficiaries of donations), buyers, contracted or contracting bodies (including their respective officers, employees and representatives), has committed an act of fraud or corruption, the Bank may:
- (i) decide not to finance any contract award proposal or awarded consulting service contract financed by the Bank;
 - (ii) suspend the transaction disbursements should it be determined, at any stage whatsoever, that there is enough evidence to prove the finding that an employee, agency or representative of the Borrower, Contracted or Contracting Bodies has committed an act of fraud or corruption;
 - (iii) pay off and/or accelerate the payment of part of the loan or the donation undoubtedly related to an agreement, whenever there is evidence that the representative of the Borrower, or Beneficiary of a donation, has not taken the appropriate corrective measures within a term the Bank deems reasonable and in accordance with the due process guarantees established by law in the Borrower's country;
 - (iv) issue a reprimand in the form of a formal letter censuring the conduct of the company, entity or individual;
 - (v) declare an individual, entity or company ineligible, either on a permanent or a temporary basis, to be awarded or participate in agreements for projects financed by the Bank, except under the conditions the Bank deems appropriate;
 - (vi) submit the matter to the law enforcement authorities; and/or
 - (vii) impose other sanctions deemed appropriate based on the circumstances of the case, including the imposition of fines that represent, for the Bank, a reimbursement

of the costs related to investigations and prosecutions. Such sanctions may be imposed in addition to other sanctions or instead of them.

- (c) The Bank has established administrative procedures to be implemented in case of allegations of fraud and corruption within the awarding or performance process of any agreement financed by the Bank, which are available in the website of the Bank (www.iadb.org). For those purposes, claims shall be submitted to the Office of Institutional Integrity (OII) of the Bank for the respective investigation to be carried out. Claims may be either confidential or anonymous.
- (d) Payments shall be expressly conditioned to the participation of the Consultants in the awarding process being in accordance with the applicable policies of the Bank regarding fraud and corruption, as described in this Section 1.9 herein.
- (e) Any measure taken by the Bank in accordance with the provisions set forth in item b above may be applied in a public or private way, depending on the policies of the Bank.
- (f) The Bank shall be entitled to demand that a provision demanding Consultants to allow the Bank to review their accounts and records, as well as any other document related to the submission of proposals and the performance of the agreement, and have them audited by auditors appointed by the Bank, be included in those agreements financed through a loan or donation granted by the Bank. For these purposes, the Bank shall be entitled to demand to include a provision in agreements financed through a loan granted by the Bank, requiring Consultants to: (i) keep all the documents and records related to projects financed by the Bank for three (3) years as from the completion of the work under the respective agreement, in accordance with Section 3.8 herein; and (ii) provide any document necessary for the investigation of allegations of fraud or corruption and make employees or agents of the Consultant who are aware of the project financed by the Bank available to the Bank to answer any question the Bank staff or any other investigator, agent, auditor or consultant duly appointed for reviewing or auditing the documents might have. Should Consultant fail to meet the requirement of the Bank, or somehow

hinder the review of the matter by the Bank, the Bank may, at its sole discretion, take appropriate measures against Consultant.

- (g) Consultants represent and guarantee that:
- (i) we have read and understood the prohibition on acts of fraud and corruption imposed by the Bank, undertaking to abide by the respective standards;
 - (ii) we have not infringed any of the policies on fraud and corruption described herein;
 - (iii) we have neither misrepresented nor concealed any material fact during the processes of award or negotiation of the agreement or performance of the contract;
 - (iv) none of the consultants or our directors, officers or major shareholders have been declared ineligible to be awarded agreements financed by the Bank, nor have they been found guilty of crimes related to fraud or corruption;
 - (v) none of our directors, officers or major shareholders have been directors, officers or major shareholders of any other company or entity declared ineligible to be awarded agreements financed by the Bank or found guilty of any crime related to fraud or corruption;
 - (vi) we have declared all the commissions, fees of representatives, payments for facilitation services or agreements to share revenues related to the agreement or the consulting agreement financed by the Bank;
 - (vii) we know that the non-fulfillment of any of these guarantees gives ground for the Bank to impose any or several of the measures described in Section 1.9 herein.

1.10 Eligibility

Consultants and their Sub-contractors shall be original from countries which are members of the Bank. A Consultant is deemed to have the nationality of an eligible country if the following requirements are met:

- (a) **An individual** has the nationality of a country member of the Bank should he or she meet any of the following requirements:
 - i. be a citizen of a country member; or
 - ii. have established his or her domicile in a country member as a "bona fide" resident and be legally authorized to work in such country.
- (b) **A company** has the nationality of a country member should it meet the two following requirements:

- i. be a legally incorporated company under the laws of a country member of the Bank; and
- ii. be over fifty per cent (50%) of the corporate capital owned by individuals or companies from countries which are members of the Bank.

The requirements established above shall be met by all partners of any Joint Venture, Consortium or Association, who are jointly and severally liable, as well as by all their sub-contractors.

Should the consulting service agreement include the provision of related goods and services, these related goods and services shall be original from countries which are members of the Bank. Goods are original from a country member of the Bank provided that they have been extracted, cultivated, harvested or manufactured in a country member of the Bank. Manufactured goods are those which, after being manufactured, processed or assembled, result in items acknowledged in the market and whose basic characteristics, function or intended use are substantially different from those of their parts or components. In the case of goods consisting in several individual components that need to be interconnected (which may be done by supplier, buyer or any third party) for the goods to operate, regardless of how complex the interconnection may be, the Bank deems those goods eligible for their financing should the assembly of the individual components be made in a country member, regardless of the origin of the components. When the goods are a combination of several individual goods which are usually packed and sold as a single unit in the market, the goods are deemed to come from the country where they have been packed and shipped to buyer. For the purposes of determining the origin of goods marked as "made in the European Union", they shall be eligible being it not necessary to identify which specific European Union country they come from. Neither the origin of the material, parts or components of goods nor the nationality of the company that manufactures, assembles, distributes or sells them shall determine the origin of the goods.

Consultant shall submit the "Supplier Certificate" form (Appendix H), included in the Contract Forms, stating that the related goods and services are original from a country member of the Bank. This form shall be submitted to Contracting Party as a condition for the Goods to be paid. Contracting Party reserves the right to ask Consultant for additional information to confirm that the Goods are original from countries which are members of the Bank.

2. Effective date, performance, amendment and termination of the Agreement

- 2.1 Effective date** This Agreement shall be effective as from the date it was executed by both parties or any other subsequent date stated in the CEC. The date on which the agreement becomes effective is defined as the Effective Date.
- 2.2 Beginning of the Services rendering** Consultant shall start rendering the Services no later than the number of days after the effective date stated in the CEC.
- 2.3 Termination of the Agreement** Unless sooner terminated, according to the provisions set forth in Item 2.6 herein, this Agreement will be terminated at the end of the term specified in the CEC, commencing upon the effective date.
- 2.4 Amendments or changes** The terms and conditions herein set forth may only be amended, including any amendment or change to the scope of the Services, upon agreement of the Parties in writing. However, the Parties shall give due regard to any amendment or change proposed by the other Party.
- 2.5 Force Majeure**
- 2.5.1 Definition** For the purposes of this Agreement, "*force majeure*" means any event beyond the control of any Party, which makes the fulfillment of the contractual obligations of any such Party impossible to be met or so unfeasible that it may be considered impossible under such circumstances.
- 2.5.2 Non-violation of the Agreement** The non-fulfillment of any of the obligations of any of the Parties hereunder shall not be considered a violation hereof or negligence, provided that this non-fulfillment is due to a *force majeure* event, and that the Party affected by such event, (a) has taken all possible precautions, made his or her best efforts and taken reasonable alternative measures to meet the terms and conditions stated herein, and (b) has promptly informed the other Party about the occurrence of such event.
- 2.5.3 Term extension** The term within which a Party must carry out an activity or task hereunder shall be extended for a period equal to that during which such Party has been unable to carry out such activity as a consequence of a *force majeure* event.
- 2.5.4 Payments** During the period in which the Services are impossible to be rendered due to a force majeure event, Consultant shall be entitled to continue receiving payments hereunder, and to be refunded any reasonable and necessary additional expense based on the services and the reactivation thereof upon the ending of such period.

2.6 Termination

2.6.1 By Contracting Party

Contracting Party may consider this Agreement terminated upon any of the events specified in the General Terms and Conditions, 2.6.1, paragraphs (a) to (f). Upon such circumstance, Contracting Party shall send Consultant written notice about the termination at least thirty (30) days (or sixty -60-, in the case described in item (e)) before the actual termination date.

- (a) If Consultant fails to correct the non-performance of the obligations hereunder within thirty (30) days after notice or within a longer term later agreed upon by Contracting Party;
- (b) If Consultant becomes insolvent or is declared under bankruptcy.
- (c) If Contracting Party determines that Consultant has taken part in corrupt or fraudulent activities during the life or performance of the agreement.
- (d) If Consultant, as a consequence of a force majeure event, fails to provide important part of the Services for a term longer than sixty (60) days;
- (e) If Contracting Party, at its own discretion and for any reason, decided to terminate this Agreement.
- (f) If Consultant fails to comply with any final decision resulting from an arbitration procedure pursuant to Section 8 of these General Terms and Conditions;

2.6.2 By Consultant

Consultant may terminate this agreement by means of a 30 (thirty)-day written notice to Contracting Party, upon any of the events specified in the General Terms and Conditions, 2.6.2, paragraphs (a) to (c):

- (a) if Contracting Party fails to pay any amount owed to Consultant hereunder, and such amount is not subject to any controversy pursuant to Section 7 of these General Terms and Conditions, within forty five (45) days after receipt of the written notice by Consultant regarding the amount in default.
- (b) if Consultant, as a consequence of a force majeure event, fails to provide important part of the Services for a term longer than sixty (60) days;
- (c) if Contracting Party fails to comply with any final decision resulting from an arbitration procedure pursuant to Section 8 of these General Terms and Conditions;

2.6.3 Payments

Upon termination of the Agreement, as specified in 2.6.1 or 2.6.2

**upon
termination
of the
agreement**

hereof, Contracting Party shall make the following payments to Consultant:

- a) payments described in Section 6 of these General Terms and Conditions on account of the satisfactory Services provided, before the effective termination date; and
- b) except upon termination pursuant to paragraphs (a) through (c) and (f) of 2.6.1, the reimbursement of any reasonable expense inherent to the rapid and ordered termination of the Agreement, including travel back expenses for the Staff and their eligible dependent relatives.

3. Consultant's Obligations

3.1 Overview

3.1.1 Quality of services

Consultant shall provide the Services and perform the obligations hereunder with due diligence, efficiency and economy, in accordance with the generally accepted professional standards and practices. Moreover, Consultant shall follow careful administration practices and use proper technologies and effective and secure equipment, machines and methods. In all matters related to this Agreement or the Services, Consultant shall act as Contracting Party's loyal advisor, always protecting and defending the legitimate interests of Contracting Party in all negotiations with Sub-consultants or third parties.

3.2 Conflict of interests

Consultants shall grant utmost importance to Contracting Party's interests, without consideration of any future task, and they shall strictly avoid all conflicts with other tasks assigned or with the company's interests.

3.2.1 Consultant's prohibition to accept commissions, discounts, etc.

Consultant's remuneration under Section 6 of these General Terms and Conditions shall constitute the sole and exclusive payment hereunder, and Consultant shall reject any commercial commission, discount or similar payment associated with the activities hereunder or with those related to the performance of Consultant's obligations. Moreover, Consultant shall make all efforts to prevent any Sub-consultant, Consultant or Sub-consultant's staff from receiving any such additional payments.

3.2.2 Consultant and Consultant Subsidiaries' prohibition to participate in certain

Consultant accepts that, during the life of this Agreement and after its termination, Consultant -headquarters and any of its subsidiaries-, as well as any Sub-consultant -headquarters and subsidiaries- shall not supply goods, build works or provide services (different consulting services) as a result of -or in direct relation with- the services provided by Consultant for the

-
- activities** preparation and execution of the project.
- 3.2.3 Prohibition to perform conflictive activities** Consultant shall not be involved or cause its staff, Sub-consultants or Sub-consultant's staff to be directly or indirectly involved in any business or professional activity in conflict with the activities allocated to them hereunder.
- 3.3 Confidentiality** Except otherwise agreed in writing by Contracting Party, Consultant and its staff, shall under no circumstance disclose the confidential information obtained as a consequence of the provision of the services hereunder. Moreover, Consultant and its staff shall not publish the recommendations received during or as a result of the service provision.
- 3.4 Insurance policies to be hired by consultant** Consultant shall (a) hire and keep effective -and cause all Subcontractors to hire and keep effective- insurance policies covering the risks specified in the Special Terms and Conditions, at its own cost (or Sub-consultant's cost, accordingly), in accordance with the terms and conditions approved by Contracting Party, and; (b) upon Contracting Party's request, submit certificates evidencing that such insurance policies have been hired and are kept effective, and that the relevant premiums have been paid.
- 3.5 Consultant's actions requiring previous approval by Contracting Party** Consultant shall obtain Contracting Party's prior written approval to perform any of the following actions:
- (a) signing a subcontract for the execution of any part of the services;
 - (b) appointing staff members not included in Appendix C; and
 - (c) for any other action that may be specified in the Special Terms and Conditions.
- 3.6 Obligation to submit reports**
- (a) Consultant shall submit the reports and documents specified in Appendix B to Contracting Party, in the quantity, term and as specified therein.
 - (b) In addition to the hard copies indicated in the mentioned Appendix, final reports shall also be submitted in CD-ROM.
- 3.7 Contracting Party's ownership of the documents prepared by Consultant**
- (a) The ownership of all drawings, specifications, designs, reports and other documents and software submitted by Consultant hereunder shall be transferred to Contracting Party, and Consultant shall deliver such documents together with a detailed stock list, no later than the Contract expiration date.
 - (b) Consultant may keep a copy of such documents and software. Any restriction about the future use of such documents, if any,

shall be specified in the Special Terms and Conditions.

3.8 Accounting, inspection and audit

Consultant shall (i) keep accurate and systematic accounts and records related to the Services, which meet internationally accepted accounting principles and clearly identify all changes by time unit and cost, as well as the reason for each of them; and, (b) allow Contracting Party, its appointed representative and/or the Bank to regularly inspect, up to three years after the termination of this Agreement, obtain copies and have such accounts and records verified by the auditors appointed either by Contracting Party or the Bank, accordingly, if so required thereby.

4. Consultant's Staff

4.1 Staff description

Consultant shall hire and appoint Staff members and Sub-consultants with the knowledge and expertise level necessary to provide the Services. Appendix C describes the positions, activities and minimum individual qualifications of all key staff members of Consultant, as well as the estimated time during which they will provide the Services. Contracting Party approves hereby the key staff members and Sub-consultants listed by position and name in Appendix C.

4.2 Staff removal and/or replacement

- (a) Except otherwise agreed upon by Contracting Party, no changes shall be introduced in the composition of the key staff members. If for any reason not attributable to Consultant -for instance, retirement, death, medical disability, or others-, it was necessary to replace a Staff member, Consultant shall replace it with another person with equal or higher qualifications.
- (b) Should Contracting Party (i) find out that any staff member has committed a serious misbehavior act or has been accused of a criminal act, or (ii) have reasonable grounds to be dissatisfied with the performance of any staff member, Contracting Party shall submit a written request to Consultant indicating the relevant grounds, and Consultant shall replace such member with another member with qualifications and expertise acceptable to Contracting Party.
- (c) Consultant shall not be entitled to claim any additional or incidental costs originated by the removal and/or replacement of any staff member.

5. Contracting Party's Obligations

- 5.1 Collaboration and exemptions** Contracting Party shall make all efforts to achieve the Government authorities' granting of the assistance and exemptions specified in the Special Terms and Conditions to Consultant.
- 5.2 Amendment of the applicable tax and duty law** If after the date of execution of this Contract, the applicable tax and duty law is amended, causing the increase or decrease of the Consultant's expenses in relation with the provision of Services, the remuneration and reimbursable expenses payable to Consultant hereunder shall be increased or decreased accordingly, and the amounts specified in 6.2 (a) or (b) of these General Terms and Conditions shall be adjusted, accordingly.
- 5.3 Services and installations** Contracting Party shall provide Consultant and its Staff with the services, installations and goods listed in Appendix F, free of charge, for the purposes of the Service provision.

6. Payments to Consultant

- 6.1 Lump sum payment** The total payment to Consultant shall not exceed the contract price, which is a lump sum including all expenses required to perform the services described in Appendix A. Except as specified in 5.2, the contract price may only be increased over the amounts set forth in 6.2 with the parties' agreement of additional payments under 2.4.
- 6.2 Contract Price**
- (a) The price payable in foreign currency is established in the Special Terms and Conditions.
 - (b) The price payable in national currency is established in the Special Terms and Conditions.
- 6.3 Payments for additional services** Appendixes D and E break down the price of the lump sum, in order to determine the remuneration payable on account of the additional services, as it may be agreed upon according to 2.4.
- 6.4 Payment terms and conditions** Payments shall be issued to the account of Consultant and according to the payment schedule described in the Special Terms and Conditions. The first payment shall be made against Consultant's submission of a down payment bank bond to Contracting Party's satisfaction, for the same amount, except otherwise specified in the Special Terms and Conditions. Such bond shall remain valid during the period set forth in the Special Terms and Conditions. Such bond shall be submitted as specified in Appendix G, or as approved in writing by Contracting Party. Any other payment shall be made once the conditions in the Special Terms and Conditions for such payment have been met,

and once Consultants have submitted the invoices specifying the owed amount.

6.5 Late payment interest

If Contracting Party fails to cancel payments fifteen (15) days after the date set forth in 6.4 of the Special Terms and Conditions, Contracting Party shall pay an interest rate per day of delay equal to that specified in the Special Terms and Conditions.

7. Fairness and Good Faith

7.1 Good faith

The Parties undertake to act in good faith as far as the rights of both Parties under this Agreement are concerned, and to take all reasonable measures to ensure compliance with the purpose of the Agreement.

8. Dispute Resolution

8.1 Amicable settlement

The Parties accept that avoiding or quickly settling controversies is essential for the smooth execution of the agreement and the success of works. The Parties shall make all efforts to achieve an amicable settlement for the controversies arising out of this Agreement or its interpretation.

8.2 Dispute resolution

Any controversy between the Parties related to this agreement which cannot be amicably settled within thirty days after receipt by one of the Parties of a request by the other Party related to such amicable settlement may be submitted by any of the parties for its resolution under the provisions in the Special Terms and Conditions.

For Consultant: XXXXXXXXXXXXXXX

- 1.8 *Contracting Party shall pay the amount corresponding to the Income Tax for Non-Residents on behalf of Consultant.*
- 2.2 The service provision commencement date shall be: *The date of execution of the agreement*
- 2.3 The contract term shall be equal to four months.
- 3.4 The risks and coverage shall be:
- (a) employer's liability insurance and Consultant and Sub-consultant's staff accident compensation insurance, according to the relevant provisions in the applicable law, as well as life, health, accident, travel and any other insurance adequate for the mentioned staff, and
 - b) insurance against loss or damages of (i) Consultant's goods used for the Service provision, and (ii) all documents prepared by Consultant in the Service provision.
- 3.5 (c) The other actions shall be:
- (c) any confidential information becomes known during the performance of tasks hereunder to any person or entity external to Contracting Party and to the Agreement. This condition shall survive the termination of the agreement. For all cases, Consultant shall be responsible for the damages that may be produced as a consequence of the disclosure of data and reports, published in violation of this clause.
- 3.7 (b) Consultant shall not use documents or software for purposes other than this Agreement's without Contracting Party's written consent.
- All ownership, copyright and other rights of any nature and in any way originated under this agreement shall remain under Contracting Party's ownership.
- 6.2 The contract price shall be paid in United States dollars.
- 6.4 The account numbers shall be:

For foreign currency payments: *[include account(s) number(s)]*

Payments shall be made according to the following schedule:

- (a) twenty (20) percent upon the execution of the agreement.
- (b) twenty (20) percent of the lump sum, forty five (45) days after the execution of the agreement against the submission of the "Uruguay Natural" brand Diagnosis and Evaluation Report and the Diagnosis Report corresponding to the internal and external perception of Uruguay.
- (c) thirty (30) percent of the lump sump, ninety days after the agreement execution against the submission of the Report of Strategic Conceptualization of an Uruguay image and the report with the Proposal of Different Alternatives for the "Uruguay Natural" brand to achieve the goals set in the strategic conceptualization.
- (e) thirty (30) percent of the lump sum, against the approval of the final report with all products expected.

6.5

Not applicable.

8.2

The regulations for the arbitration procedures, in accordance with 8.2 of the General Terms and Conditions, shall be:

Any controversy between Contracting Party and Provider shall be subjected to lawsuit or arbitration procedure according to the laws applicable in Contracting Party's country (Civil Code of the Eastern Republic of Uruguay).

Section 7. Eligible Countries

1) Member Countries with financing from the Inter-American Development Bank.

- a) ***Providing Countries:***
 - (i) *Argentina, Bahamas, Barbados, Belize, Bolivia, Brazil, Chile, Colombia, Costa Rica, Ecuador, El Salvador, Guatemala, Guyana, Haiti, Honduras, Jamaica, Mexico, Nicaragua, Panama, Paraguay, Peru, Dominican Republic, People's Republic of China, Surinam, Trinidad and Tobago, Uruguay, and Venezuela.*
- b) ***Non-Providing Countries:***
 - (i) *Germany, Austria, Belgium, Canada, Croatia, Denmark, Slovenia, Spain, United States, Finland, France, Israel, Italy,*

Japan, Norway, Netherlands, Portugal, United Kingdom, Republic of Korea, Republic of China, Sweden and Switzerland.

2) Criteria used to determine Nationality and country of origin of the goods and services

The following criteria shall be used to determine: a) the nationality of the companies and individuals eligible to participate in Bank-financed agreements; and, b) the country of origin of the goods and services.

A) Nationality

a) **An individual** has the nationality of a country member of the Bank should he or she meet any of the following requirements:

- i. be a citizen of a country member; or
- ii. have established his or her domicile in a country member as a “bona fide” resident and be legally authorized to work in such country.

b) **A company** has the nationality of a country member should it meet the two following requirements:

- iii. be a legally incorporated company under the laws of a country member of the Bank; and
- iv. be over fifty per cent (50%) of the corporate capital owned by individuals or companies from countries which are members of the Bank.

The requirements established above shall be met by all partners of any Joint Venture, Consortium or Association, who are jointly and severally liable, as well as by all their sub-contractors.

B) Origin of Goods

Goods are original from a country member of the Bank provided that they have been extracted, cultivated, harvested or manufactured in a country member of the Bank. Manufactured goods are those which, after being manufactured, processed or assembled, result in items acknowledged in the market and whose basic characteristics, function or intended use are substantially different from those of their parts or components.

In the case of goods consisting in several individual components that need to be interconnected (which may be done by supplier, buyer or any third party) for the goods to operate, regardless of how complex the interconnection may be, the Bank deems those goods eligible for their financing should the assembly of the individual components be

made in a country member, regardless of the origin of the components. When the goods are a combination of several individual goods which are usually packed and sold as a single unit in the market, the goods are deemed to come from the country where they have been packed and shipped to buyer.

For the purposes of determining the origin of goods marked as "made in the European Union", they shall be eligible being it not necessary to identify which specific European Union country they come from.

Neither the origin of the material, parts or components of goods nor the nationality of the company that manufactures, assembles, distributes or sells them shall determine the origin of the goods.

C) Origin of Services

The country of origin of the services shall be that of the individual or company providing the services according to the nationality criteria described above. These criteria shall be applicable to the services associated with the supply of products (such as transport, insurance, mounting, assembly, etc.), the construction services and the Consultancy services.