

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, dissemination report, copy of political propaganda 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 is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of such documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. Finally, the Attorney General transmits an annual report to the Congress on the Administration of the Act which lists the names of all agents and the nature, sources and content of the political propaganda disseminated or distributed by them. This report is available to the public.

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, Criminal Division, U.S. Department of Justice, Washington, D.C. 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, D.C. 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 O'Brien Calio 1350 I Street, NW Suite 690 Washington, DC 20005	2. Registration No.  5072
3. Name of foreign principal The General Directorate for International Economic Relations of the Ministry of Foreign Affairs for the Republic of Chile (DIRECON)	4. Principal address of foreign principal Avenida Libertador Bernardo O'Higgins 1315, 2nd Floor Santiago, Chile

5. Indicate whether your foreign principal is one of the following type:

- Foreign government
- Foreign political party
- Foreign or  domestic organization: If either, check one of the following:
  - Partnership
  - Committee
  - Corporation
  - Voluntary group
  - Association
  - Other (specify) \_\_\_\_\_
- Individual—State his nationality \_\_\_\_\_

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

- a) Branch or agency represented by the registrant. The General Directorate for International Economic Relations of the Ministry of Foreign Affairs for the Republic of Chile
- b) Name and title of official with whom registrant deals.

Mr. Joaquin Montes  
Counselor Deputy Chief of Mission

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

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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

N | A

b) Is this foreign principal

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 whole 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

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9. Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page may be used.)

N | A

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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.

N | A

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Date of Exhibit A	Name and Title Nicholas E. Calio Partner	Signature 
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**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. This form shall be filed in triplicate for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

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**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, D.C. 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, D.C. 20503.

Name of Registrant	Name of Foreign Principal
O'Brien Calio	The General Directorate for International Economic Relations of the Ministry of Foreign Affairs for the Republic of Chile (DIRECON)

Check Appropriate Boxes:

1.  The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach three copies of the contract to this exhibit.
2.  There is no formal written contract between the registrant and foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach three copies of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
3.  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 the expenses, if any, to be received.

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4. Describe fully the nature and method of performance of the above indicated agreement or understanding.  
 O'Brien Calio will provide legislative advice and counsel to Chile and its Embassy with respect to its trade relations with the United States, specifically the establishment of a Free Trade Agreement with the U.S.

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

O'Brien Calio will monitor legislative activities and initiatives with respect to fast track legislation and a free trade agreement with Chile. The firm will inform DIRECON on the status of legislation and initiatives and will consult with and advise DIRECON on appropriate steps to take to gain a free trade agreement with the U.S.

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

Yes  No

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

O'Brien Calio will work with the Chilean government to encourage the establishment of a free trade agreement and the continuation of positive trade relations between the U.S. and Chile. To this end, O'Brien Calio will work to help plan legislative strategy and will facilitate meetings with legislators and staff on committees of jurisdiction and other federal executive branch officials and staff.

Date of Exhibit B	Name and Title	Signature
	Nicholas E. Calio Partner	

<sup>1</sup>Political activity as defined in Section 1(o) of the Act means the dissemination of political propaganda and any other activity which the person engaging therein believes will, or which he intends to, prevail upon, indoctrinate, convert, induce, persuade, or in any other 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.

Washington, D.C., August 31st, 1995.

**BETWEEN**

(1) The General Directorate for International Economic Relations of the Ministry of Foreign Affairs of the Republic of Chile (DIRECON), a government department, of Avenida Libertador Bernardo O'Higgins 1315, Second Floor, Santiago, Chile, for the purposes herein, Chile Tax Registration # 70,020,190-2, represented as substantiated below by Mr. JOHN BIEHL (or MR. JOAQUIN MONTES), of 1732 Massachusetts Avenue, NW, Washington, D.C. 20036.

**AND**

(2) O'BRIEN \* CALIO, a law partnership, United States Federal Tax ID # 52-180514, whose principal office address is 1350 I Street, NW, Suite 690, Washington, D.C. 20005, United States of America, represented as substantiated below by NICOLAS E. CALIO, Social Security # 285-50-6966, of the foregoing address.

The parties hereto have therefore agreed to the following

**CONTRACT**

**FIRST:**

DIRECON hereby appoints O'Brien \* Calio, which accepts the said appointment, to provide legislative advice and counsel to Chile and its Embassy with respect to its trade relations with the United States, including the establishment of a Free Trade Agreement.

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## **SECOND:**

For these services, **DIRECON** shall pay to O'Brien \* Calio a retainer in the amount of US\$ 15,000 per month plus incidental costs for the period from September 5th, 1995 to December 5th, 1995. The retainer is payable monthly in advance, by the 5th of each month. Incidental costs may only and exclusively include out-of-town travel and lodging expenses.

Incidental costs and extraordinary expenses shall be paid by **DIRECON** to O'Brien \* Calio according to Clause Third provisions.

## **THIRD:**

Payment by **DIRECON** of all sums due under this Agreement shall be made through the Embassy of Chile in Washington, D.C.

O'Brien \* Calio shall submit to the Embassy of Chile at the end of each month the invoices or receipts of the incidental costs or extraordinary expenses incurred in or made during that month. Each invoice or receipt submitted by O'Brien \* Calio to the Embassy must receive prior approval for payment from Mr. John Biehl or Mr. Joaquín Montes. **DIRECON** will pay the approved amount within 10 days of the reception of the invoice or receipt.

## **FOURTH:**

All information delivered, made available to or acquired by O'Brien \* Calio in relation to **DIRECON**, its policies or advertising or marketing business, shall be deemed confidential and shall not be disclosed without the prior written consent of **DIRECON**. The employees, contractors or agents of O'Brien \* Calio who need to know the referred information for the purpose of providing the services under this Agreement are, themselves, bound by a like obligation of confidentiality.

## **FIFTH:**

The parties hereto may, without citing cause and at any time, terminate this Contract by giving written notice to the other party of their intention not less than thirty days in advance.

*Intes*  
MEC

**SIXTH:**

This Contract is issued in two identical copies in English, both which shall be deemed equally valid. Upon legalization by the Consul of Chile in Washington, D.C., one copy will remain in possession of **DIRECON** and the other in possession of O'Brien \* Calio.

The legal capacity of Mr. **JOHN BIEHL** (or Mr. **JOAQUIN MONTES**) to represent the General Directorate for International Economic Relations of the Ministry of Foreign Affairs of the Republic of Chile (**DIRECON**) appears from the power granted on August 18, 1995, before the Notary Public Rubén Galecio Gómez, domiciled in Moneda 1356, Santiago, Chile.

**NICHOLAS E. CALIO** acts on behalf and represents O'Brien \* Calio as certified by himself as partner of the firm, on August 31st, 1995, signed before and witnessed by Marnie M. Ogden, Notary Public of the District of Columbia, United States of America, on August 31st, 1995.

Legalized copies of said documents are attached hereto.

For The General Directorate for International Economic Relations (**DIRECON**) by

  
**JOAQUIN MONTES**

August 31, 1995  
(date)

For O'Brien \* Calio by

  
**NICHOLAS E. CALIO**

8/31/95  
(date)

Subscribed before me in the District of Columbia  
on the thirty first day of August, 1995

Marnie M. Ogden

Marnie M. Ogden  
Notary Public District of Columbia  
My Commission Expires: August 31, 1999

*MEC*

**Certification**

By the authority vested in me as partner of O'Brien \* Calio, a law partnership, I certify that on all matters concerning the provision of services by O'Brien \* Calio, I am authorized to execute all agreements, contracts or pledges relative to the services provided. All such executed agreements, contracts, or pledges are lawful and binding on the firm.

*Nicholas E. Calio*

**Nicholas E. Calio  
Partner**

Witnessed this 31st day of August, 1995 by:

*Marnie M. Ogden*

**Marnie M. Ogden, Notary Public**

Marnie M. Ogden  
Notary Public District of Columbia  
My Commission Expires: August 31, 1999