

#5600

REPUBLIC OF TRINIDAD AND TOBAGO

RETAINER AGREEMENT

THIS AGREEMENT is made this 10th day of February, 2009 between **ALISON LEWIS** Permanent Secretary, Ministry of Finance (which expression shall mean and include the person or persons for the time being carrying on the duties of Permanent Secretary, Ministry of Finance) acting herein for and on behalf of the **GOVERNMENT OF THE REPUBLIC OF TRINIDAD AND TOBAGO** (hereinafter referred to as "GORTT") of the One Part and **THE AGA GROUP, LLC**, a firm with its registered office at 1700 K Street, Suite 730, Washington D.C., (hereinafter referred to as "the Consultant") of the Other Part.

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CRM/ISS/REGISTRATION UNIT

WHEREAS:

- (1) GORTT is desirous of obtaining consultancy services for the provision of lobbying and related services on its behalf, to further promote investments and improve legislative and other relations with the United States of America (hereinafter called "the Services"), which services are particularly described in the Terms of Reference hereto annexed and marked Appendix "A".
- (2) The Consultant having represented to GORTT that it has the required professional skills, personal and technical resources, has agreed to provide the Services on the on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, the Parties hereby agree as follows:

1. The GORTT **HEREBY APPOINTS** the Consultant and the Consultant **HEREBY ACCEPTS THE APPOINTMENT** to act as Consultant to GORTT for the performance of the said services in accordance with this Agreement.
2. In consideration of the due performance of the Services, GORTT shall pay to the Consultant a fee of **\$USD \$4,000,000.00** billable in advance at **(\$USD) 500,000.00** every three (3) months.
3. The following appendices shall comprise the contract documents and shall be deemed to form and to be read and construed as part of this Contract viz:
 - (i) Letter of Invitation and Terms of Reference dated January 6, 2009 hereto annexed and marked "A";
 - (ii) Proposal dated January 7, 2009 hereto annexed and marked "B";
 - (iii) Addendum dated January 26, 2009 hereto annexed and marked "C"
 - (iv) Letter of Award dated February 5, 2009 hereto annexed and marked "E".

In the event of any inconsistency or conflict between this Agreement and any of the appendices hereinabove referred to this Agreement will take precedence.

4. Each Party warrants its power to enter into this Agreement and has obtained all the necessary approvals to do so.

5. The Parties undertake to act in good faith with respect to each other's rights under this Agreement and to adopt all reasonable measures to ensure the realization of the objectives of this Agreement.
6. This Agreement becomes effective on the date the final signature is affixed hereto or the Consultant receives its first payment, whichever is the later.
7. The Term of engagement shall be for a period of two years (2) years effective from the date of signature or the Consultant receives its first payment, whichever is the later, provided it is understood that, unless the Parties agree to terminate this Agreement or to modify its terms and conditions the maximum duration of the Services shall be for the life of the current administration.
8. It is understood that the Consultant may be required under applicable United States of America law, to register its representation of GORTT with the Government of the United States of America; and further that the Consultant will comply with all the requirements of the laws of the United States of America.
9. During the term of engagement, the Consultant shall devote its attention to the provision of the Services and shall at all times act with due diligence and efficiency and in accordance with the Terms of Reference hereto annexed and marked "A".
10. The Consultant shall throughout the term of engagement and following its termination maintain the strictest secrecy vis-à-vis third

parties in respect of information, data or documents acquired or brought to its notice during the provision of the Services.

11. The Consultant shall exercise all reasonable skill, care and diligence in the discharge of its duties under this Agreement and shall carry out all its responsibilities in accordance with the highest professional standards of its profession.
12. The Consultant shall always act in respect of any matter relating to this Agreement, as faithful advisers to GORTT and shall at all times support and safeguard GORTT's legitimate interest in dealing with third parties.
13. The Consultant shall submit reports in accordance with the said Terms of Reference.
14. The Consultant, within 45 days from date of this agreement will meet with each of the following agencies respectively (Ministry of National Security, Ministry of Energy and Energy Industries, Ministry of Foreign Affairs and Ministry of Finance) to identify their US/TT priorities and will conduct an assessment (US thinking) of each US/TT priority item by Ministry and formulate an implementation strategy and plan with time tables for each deliverable for submission and to the Ministry of Finance.
15. The remuneration of the Consultant pursuant to clause 2 shall constitute the Consultant's sole remuneration in connection with this Agreement. The Consultant shall not accept for its own benefit, any trade, commission, discount or similar payment in connection with

