

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. 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.

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, 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 Fierce, Isakowitz & Blalock 600 New Hampshire Ave., NW, Suite 1000 Washington, DC 20037	2. Registration No. 5654
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3. Name of foreign principal Country of Peru	4. Principal address of foreign principal Ministry of Foreign Trade & Tourism Republic of Peru Calle Uno Oeste No. 050 San Isidro, Lima 27 Peru
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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:
  - Partnership
  - Corporation
  - Association
  - Committee
  - Voluntary group
  - 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 Foreign Trade & Tourism
- b) Name and title of official with whom registrant deals.  
Mr. Eduardo Ferreyros Koppers, US PERU FTA General Coordinator, Government of Peru

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

- a) Principal address.  
N/A
- b) Name and title of official with whom registrant deals.  
N/A
- c) Principal aim.  
N/A

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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

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.)

N/A

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

Date of Exhibit A	Name and Title	Signature
5/17/06	Kirsten A. Chadwick Partner	Kirsten A. Chadwick

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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. 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 Fierce, Isakowitz & Blalock	2. Registration No. 5654
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3. Name of Foreign Principal  
Country of Peru

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.

I will provide government consulting services to the Country of Peru for the purpose of passing the U.S.-Peru Free Trade Agreement in the U.S. Congress.

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

I will provide government consulting services to the Country of Peru for the purpose of passing the U.S.-Peru Free Trade Agreement in the U.S. Congress.

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.

I will lobby to Congress of the U.S. to pass the U.S.-Peru Free Trade Agreement. I expect to do this through personal contacts with Members of Congress and staff by telephone or personal meetings.

Date of Exhibit B 5-2-06	Name and Title Kirsten Chadwick Partner	Signature <i>Kirsten A. Chadwick</i>
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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.

**“Service Agreement for the Provision of Legal Advice in the Analysis of Texts on the Free Trade Agreement (FTA) between Peru and the United States of America”**

**SERVICE AGREEMENT**

This Agreement was entered into on \_\_\_\_\_, 2006, by and between the **MINISTRY OF FOREIGN TRADE AND TOURISM**, with registered office at Calle Uno Oeste 050, Urbanización Córpac, San Isidro, Lima, Peru, acting by and through the Director General of the Administration Office, **PAOLA FRANCO SOTOMAYOR, CPA**, identified by National Identity Card (DNI) 09297326, empowered by Ministerial Order \_\_\_\_\_-2006-MINCETUR/DM, hereinafter “**MINCETUR**” and the company **FIERCE, ISAKOWITZ & BLALOCK**, with registered office at \_\_\_\_\_, United States of America, acting by and through its Partner, Kirsten A. Chadwick, identified by \_\_\_\_\_ as per powers conferred by Power of Attorney granted before \_\_\_\_\_, Notary Public in and for \_\_\_\_\_, United States of America, hereinafter “**FIB**”.

Taking into account the mutual commitments herein, understood as a condition for the consultancy services that **FIB** will provide to Peru, the parties hereby agree the following:

**1. GENERAL.**

**MINCETUR** is a public institution of the Peruvian Government responsible for defining, conducting, executing, coordinating and supervising foreign trade and tourism policies under the provisions of Law 27790 – Organic Law of the Ministry of Foreign Trade and Tourism and the Regulations thereof, approved by Supreme Decree 005-2002-MINCETUR.

**MINCETUR** seeks to retain the services of a company to provide and perform lobbying services in favor of Peru before the Executive Power and the Congress of the United States of America and, specifically, before the Republican Group within Congress, in order to promote the approval of the U.S. - Peru Trade Promotion Agreement (FTA) negotiated between Peru and the United States of America;

**FIB** is a North American limited liability company, based in Washington D.C., United States of America, engaged in providing consultancy services on government relations.

**2. PURPOSE AND SCOPE OF THE SERVICE.**

**MINCETUR** hereby retains the services of **FIB** so that **FIB** provides lobbying services to the Vice Ministry of Foreign Trade and to the negotiating team of Peru in the Free Trade Agreement (FTA) between Peru and the United States of America before the Executive Power and the Congress of the United States of America, specifically before the Republican Group within Congress, in order to effectively promote the approval of the Free Trade Agreement negotiated between Peru and that country.

To this effect, **FIB** undertakes to render such consultancy services to **MINCETUR** in the terms set forth and pursuant to the Terms of Reference that are included in the Exhibit that forms part hereof.

**FIB** shall engage the professional services required to implement this strategy.

**FIB** shall render its services under the direction of the Vice Ministry of Foreign Trade of **MINCETUR**. **FIB** shall be in regular contact with the staff designated by the Vice Ministry of Foreign Trade to receive instructions, report any progresses and coordinate activities, unless the circumstances require a more or less frequent communication.

By written notice addressed to **THE SERVICE FIRM**, **MINCETUR** will timely accredit the officials of the Vice Ministry of Foreign Trade who will be in charge of supervising the fulfillment of the obligations agreed herein, who may act independently or jointly.

To the extent possible, **MINCETUR** shall cooperate and provide the support and assistance that **FIB** may require to fulfill its activities.

3. **INDEPENDENT CONTRACTOR.**

The Parties hereto agree that in the provision of the services set forth in this Agreement and in the Exhibit hereto that forms part hereof, **FIB** shall act as an independent contractor of Peru. In such capacity, **FIB** shall have no power to commit to or bind Peru with any right, faculty or authority to create an obligation, whether express or implicit, or to demand on behalf of Peru, except for such issues expressly authorized in writing by **MINCETUR** from time to time.

No provision contained herein shall be considered or construed as having the intention to create a *joint venture*, partnership, representation or an employer-employee relation between the Parties for any purpose. In this respect, any personnel working for **FIB** during the effectiveness term of this Service Agreement, have no labor relation or relation of any other nature with **MINCETUR**. Therefore, **FIB** shall bear the cost of any benefits and/or rights that such personnel may eventually be entitled to for services rendered to **THE SERVICE FIRM**.

4. **DURATION.**

This Agreement shall be in force for a period of four months, from April , 2006, to , 2006. Nevertheless, any of the Parties may terminate this Agreement by written notice and all obligations hereunder shall cease as from thirty days thereafter.

In case the FTA is fully approved by U.S. Congress before this contract expires, **MINCETUR** will pay services provided by **FIB** until the FTA Congress approval date.

Notwithstanding the foregoing, if the FTA has not been approved 25 days before this contract expires, **MINCETUR** may retain the services of **FIB** through a new agreement that will therefore be promoted. The duration of this new agreement shall be agreed by **MINCETUR** and **FIB** according to the need for services towards the FTA approval.

Upon termination of this Agreement, regardless of the reason for such termination, **FIB** shall turn in to **MINCETUR**, upon their request and free of any cost whatsoever, copies of all the work done and of the documents prepared or acquired by **FIB** under this Agreement, as well as all the materials that **MINCETUR** might have furnished to **FIB** that may be related to this Agreement. **MINCETUR**, in turn, shall remit final payment to **FIB** for any outstanding invoices and expenses upon the aforementioned termination.

The terms and conditions set forth in this Agreement have full force and effect in Peru and abroad, unless one of the Parties should give notice of its intention to interrupt or amend it.

Any amendment to this Agreement requires the approval of both Parties. In the event of an amendment, all other unaltered conditions hereunder shall maintain their full force and effect. Furthermore, any and all fees and expenses for Peru's account shall be agreed upon between the Parties and shall be set forth in an Addendum or in a separate Agreement.

5. **FEES AND EXPENSES.**

In compensation for the professional services described herein, **MINCETUR** undertakes to pay **FIB** the amount of US\$90,000 (Ninety Thousand US Dollars) amount that will be disbursed in four (4) monthly quotas of US\$22,500 (Twenty-two Thousand Five Hundred US Dollars) each, free of any tax retention or of any other deductions that may be applicable according to Law.

Said payment will be done via wire transfer to the account N°:

The aforementioned monthly payment shall be made within fifteen (15) days after receipt by **MINCETUR** of the respective invoice, prior approval of services rendered issued by **MINCETUR** through the Vice Minister of Foreign Trade.

6. **APPROVAL OF SERVICE RENDERED.**

The Approval of Service Rendered entails the verification of the due fulfillment of the obligations of **FIB** undertaken pursuant to this Agreement and to the documents that form part hereof.

In order to obtain the approval of services rendered, **FIB** undertakes to submit to **MINCETUR** a monthly report on the fulfillment of obligations and achievements, pursuant to the conditions hereunder and to the Terms of Reference that form a part hereof. **MINCETUR** shall issue the respective Approval of Services Rendered through the Vice Minister of Foreign Trade.

In the event that the Vice Minister of Foreign Trade should lodge observations to the Monthly Report of **FIB**, **MINCETUR** shall forward written notice to **FIB** informing of such observations and granting **FIB** a prudential term for the respective corrections; such term shall be fixed based on the complexity of the observations.

If, after completion of the term granted, **FIB** should not conscientiously comply with the correction of the observations, **MINCETUR** may terminate this Agreement unilaterally, without the requirement of any prior court order, sufficing to that effect, a written notice addressed to **FIB** informing them of such decision. Consequently, this Agreement shall be legally terminated as from the date following the date in which such notice was forwarded to **FIB** with the respective proof of receipt.

7. **FILES.**

**FIB** shall keep records of its performance hereunder and of the expenses incurred to that effect and shall allow **MINCETUR** prompt access to such files during working hours.

8. **COMMITMENTS.**

**FIB** undertakes to:

- a. Abide by any and all federal and state laws and regulations, that may be applicable to the services it renders during the term it will provide its services as detailed herein.; and
- b. Ensure that its employees and agents will comply with any and all proceedings and policies applicable to the services it renders and shall render them in line with ethical and professional principles in force in Peru during the term it will provide its services as detailed herein.

In turn, **MINCETUR** undertakes to make all reasonable bona fide efforts to execute the recommendations and suggestions of **FIB** so that **FIB** may meet its obligations hereunder.

9. **PROPERTY RIGHTS.**

All material prepared by **FIB** exclusively to be used by **MINCETUR** pursuant to this Agreement are the property of **MINCETUR** and shall be considered as working material prepared on commission. In the event that by the effect of law, any of such material may not be considered as working material prepared on commission, **FIB** hereby assigns any and all intellectual property rights over such material in favor of **MINCETUR**. **FIB** shall obtain any and all intellectual property rights that its employees and agents may have over such material so that Peru may acquire them free from any contingencies. **FIB** shall issue the aforementioned documents and provide for its own account the consultancy services that **MINCETUR** may reasonably require to fully comply the provisions set forth herein.

10. **INCOMPATIBILITIES.**

**FIB** shall not engage in any activities that may enter into conflict with the purposes set forth hereunder or that may affect in any manner whatsoever the provision of services entrusted and/or any of the obligations undertaken pursuant to this Agreement.

Furthermore, **FIB** shall avoid any public action or statements that may have an adverse effect on the objectives of **MINCETUR** and/or the Peruvian Government as set forth in this Agreement.

11. **NON-ASSIGNMENT OF OBLIGATIONS.**

This Agreement may not be assigned by any of the Parties nor may the obligations of **FIB** be outsourced, unless with the prior written consent of **MINCETUR**.

**12. TERMINATION OF AGREEMENT.**

The Parties hereby certify that it is the interest of **MINCETUR** that **FIB** complies with each and every one of the obligations undertaken by **FIB** pursuant to this Agreement and to the documents that form an integral part hereof. Consequently, in exercise of their respective autonomies, the Parties agree that it shall be legally terminated in the event of default to any of the obligations undertaken hereunder.

Termination of the Agreement shall be informed through written notice delivered at the domicile set forth in the Introduction hereof and shall become legally effective as from the day after such notice has been received.

Following the termination of the Agreement, **FIB** remains bound to keep in confidence any non public information that **MINCETUR** may have provided and that **FIB** may withhold pursuant to the rules of professional practice. At the request of **MINCETUR**, **FIB** shall return the documents and any property it may have in its possession, prior payment of any fees and costs pending payment, if applicable.

**13. SETTLEMENT OF DISPUTES – ARBITRATION.**

In the event that any controversy should arise in the execution and/or construction of this Agreement and related instrument, the Parties undertake to engage their best efforts to seek a mutually acceptable solution.

Notwithstanding the foregoing, if the controversies should persist, the Parties expressly agree to submit the dispute only for the purpose of reaching a solution, to the applicable Law in force in Washington D.C., United States of America, through a *De Jure* Arbitration Proceeding.

This contract is signed in two original versions, in English and Spanish. In case of disagreement, the English version shall be the binding version.

Furthermore, it is hereby agreed that the arbitration award shall be final and binding for both Parties and shall be unappealable before the Judiciary or before any other arbitration or administrative jurisdiction, whether local or international.

**14. APPLICABLE LAW.**

The construction and execution of this Agreement shall be governed by the laws of the District of Columbia, City of Washington D.C., United States of America.

**15. NOTICES.**

Any notices shall be delivered by prepaid, stamped, registered mail to the following addresses:

To **FIERCE, ISAKOWITZ, & BLALOCK**

Attention: Kirsten A. Chadwick  
600 New Hampshire Avenue, NW Suite 1000  
Washington, DC 20037  
United States of America

To the **MINISTRY OF FOREIGN TRADE AND TOURISM**

Attention: Pablo de la Flor Belaúnde – Vice Minister of Foreign Trade  
Calle Uno Oeste N° 050, Urbanización Córpac,  
San Isidro, Lima - Perú.

This Agreement constitutes the entire Agreement between the Parties and they recognize that there are not other express or implicit provisions in this respect.

**MINCETUR**

**Fierce, Isakowitz and Blalock**