

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 Thomas A. Kruse, Casilla 349E9, La Paz, Bolivia (in United States - c/p Embassy of the Republic of Bolivia, 3014 Massachusetts Ave., NW, Washington, DC 20008)	2. Registration No. 5762
---	-----------------------------

3. Name of foreign principal Ministry of Foreign Affairs and Culture, Republic of Bolivia	4. Principal address of foreign principal Plaza Murillo Calle Ingavi esq. Junin La Paz, Bolivia
--	--

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 \_\_\_\_\_

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

a) Branch or agency represented by the registrant.  
Ministry of Foreign Affairs and Culture

b) Name and title of official with whom registrant deals.  
Vice Minister Maria Luisa Ramos

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 <input type="checkbox"/>	No <input type="checkbox"/>
Owned by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Directed by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Controlled by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Financed by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Subsidized in part by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/>	No <input type="checkbox"/>

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

2006 JUL 19 PM 4:43  
CRM/ISS/REGISTRATION UNIT

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	Name and Title	Signature
July 18, 2006	Thomas A. Kruse	

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.

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

1. Name of Registrant Thomas A. Kruse	2. Registration No.  5762
--	---------------------------------

3. Name of Foreign Principal Ministry of Foreign Affairs and Culture, Republic of Bolivia
--

CRIM/ISS/REGISTRATION UNIT  
2006 JUL 19 PM 4:43

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.

Registrant will provide advice and support to the Ministry of Foreign Affairs and Culture of the Republic of Bolivia as the Ministry prepares for and conducts the Summit of South American Nations, to be held in December 2006. Registrant will assist Ministry officials in identifying and analyzing issues related to trade, investment, and economic integration policies. As part of the work called for by the contract, Registrant will travel to the United States and will advise Ministry officials on the presentation of Bolivia's trade, investment, and integration policies to United States executive and legislative officials. Registrant will also advise Ministry officials as they receive and process input provided by United States executive and legislative officials.

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

While in the United States, Registrant will contact United States executive and legislative officials in order to arrange meetings with Bolivia officials from the Ministry of Foreign Affairs and Culture. Registrant will coordinate his efforts with the Bolivian Embassy in Washington, DC. Registrant will provide advice to Ministry officials as they prepare to meet with United States executive and legislative officials to discuss trade, investment, and economic integration issues.

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.

Registrant will assist officials from the Ministry of Foreign Affairs and Culture of the Republic of Bolivia in arranging meetings and maintaining relationships with United States executive and legislative officials in order to facilitate discussions regarding trade, investment, and economic integration issues.

2006 JUL 19 PM 4:43  
CRM/ISS/REGISTRATION UNIT

Date of Exhibit B	Name and Title	Signature
July 18, 2006	Thomas A. Kruse	

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.



REPUBLICA DE BOLIVIA  
MINISTERIO DE RELACIONES  
EXTERIORES Y CULTO

2007 JUL 19 PM 4:43  
CRM/ISS/REGISTRATION UNIT

**CONTRATO DE PRESTACIÓN DE  
SERVICIOS DE CONSULTORÍA**

Entre el Ministerio de Relaciones Exteriores y Culto, en adelante mencionado como el "BENEFICIARIO", representada en este caso por la Ing. Maria Luisa Ramos con carácter de "CONTRATANTE" por una parte, por la otra el Sr. Thomas Kruse, Arquitecto, estadounidense y vecino de esta ciudad con CI. 4427974 CB quien en adelante para todos los efectos de este documento se denominará "EL CONSULTOR", se ha convenido en celebrar el presente Contrato de Consultoría, que se registrá por las siguientes cláusulas:

**PRIMERA OBJETO.** El "BENEFICIARIO", dentro del marco de referencia de la Cooperación Técnica no Reembolsable otorgada por la Corporación Andina de Fomento (CAF), en adelante denominada "LA CORPORACIÓN", el Convenio de Cooperación Técnica no Reembolsable entre la Corporación Andina de Fomento y el Ministerio de Relaciones Exteriores y Culto de Bolivia y la Resolución de la Presidencia Ejecutiva N° 5172/06 de fecha 6 de abril de 2006, contrata los servicios de "EL CONSULTOR" con el objeto de que realice trabajos de asesoramiento y apoyo al Ministerio de Relaciones Exteriores y Cultos en la realización de la II Reunión de Jefes de Estado de la Comunidad Sudamericana.

**SEGUNDA TÉRMINOS DE REFERENCIA.** El trabajo a realizar se explica en forma más detallada en el Anexo "A", donde constan los términos de referencia que a todos los efectos deben tenerse como parte integrante del presente contrato, los cuales sólo podrán modificarse mediante autorización escrita entre el "BENEFICIARIO" y la "CORPORACIÓN".

**TERCERA PLAZO DE REALIZACIÓN DEL TRABAJO DE CONSULTORIA** "El CONSULTOR" se compromete a realizar el trabajo referido en las Cláusulas Primer y Segunda en un plazo de seis meses, contados a partir de la fecha de suscripción del presente contrato. Este plazo se refiere a la fecha para la presentación en limpio del Informe Final del trabajo contratado. Este plazo sólo podrá extenderse mediante autorización escrita del "BENEFICIARIO" y "LA CORPORACIÓN" cuando se produzcan las circunstancias que a juicio de éstos así lo ameriten.

**CUARTA INFORMES** "EL CONSULTOR" deberá presentar, a satisfacción del "BENEFICIARIO" y "LA CORPORACIÓN", vencido el mes calendario (día 30 del mes concluido), los siguientes informes:

- 1.- Tareas realizadas
- 2.- Comentarios y recomendaciones formuladas
- 3.- Conclusiones



REPUBLICA DE BOLIVIA

MINISTERIO DE RELACIONES  
EXTERIORES Y CULTO

**QUINTA COSTO DEL TRABAJO DE CONSULTORIA.** El costo del trabajo de consultoría es de hasta \$us 13.070.00 de los cuales \$us 9.000.00 corresponden a honorarios de consultoría, y hasta \$us 4.070.00 que corresponden a gastos de viajes y viáticos. "EL CONSULTOR" no podrá cobrar suma adicional alguna sobre los montos máximos establecidos.

**SEXTA FORMA DE PAGO.** "LA CORPORACIÓN" pagará los honorarios de consultoría señalados en la cláusula precedente, a solicitud del "BENEFICIARIO", de los cuales se pagará \$us 1.500,00 (UN MIL QUINIENTOS 00/100 DOLARES DE LOS ESTADOS UNIDOS DE AMERICA) mensualmente contra presentación de informes mensuales, vencido el mes de calendario (día 30 del mes concluido), tal como se especifica en los Términos de Referencia (Anexo "A").

"EL CONSULTOR" acepta expresamente que "LA CORPORACIÓN" le retenga el diez por ciento (10%) de cada pago parcial para constituir un Fondo de Garantía. Estas retenciones serán reintegradas a "EL CONSULTOR", al aprobarse el "*Informe Final del beneficiario*", referido en la cláusula octava del Convenio suscrito entre "EL BENEFICIARIO" y "LA CORPORACIÓN".

"EL CONSULTOR" recibirá directamente de "LA CORPORACION", a solicitud de "EL BENEFICIARIO", los pasajes aéreos en clase económica y los viáticos correspondientes a los viajes necesarios para la realización de los estudios. Los viáticos serán por noche y no podrán exceder la tabla vigente de la CAF.

**SEPTIMA MONEDA.** Los pagos por concepto de honorarios a que se refiere la cláusula séptima precedente se efectuarán en dólares de los Estados Unidos de América.

**OCTAVA IMPUESTOS.** Cualquier impuesto, tasa o gravamen que pudiera afectar el costo del trabajo estará a cargo de "EL CONSULTOR".

**NOVENA SUPERVISIÓN.** "EL BENEFICIARIO" y "LA CORPORACION" establecerán los procedimientos de supervisión que juzguen necesarios para asegurar el desarrollo satisfactorio de las labores de "EL CONSULTOR" y éste deberá permitir a los funcionarios de "EL BENEFICIARIO" y de "LA CORPORACION", u otros expertos que a tal efecto se designen, el libre acceso a la información referente a la asesoría que realiza.

**DECIMA CONTRATACIÓN DE PERSONAL.** Los servicios contratados por "EL CONSULTOR", en relación con este Contrato son contratados bajo su sola responsabilidad. En consecuencia, ni "EL BENEFICIARIO" ni "LA CORPORACION" asumen responsabilidad alguna por los reclamos que los trabajadores de EL CONSULTOR pudieran presentar como consecuencia del presente contrato.



REPÚBLICA DE BOLIVIA

MINISTERIO DE RELACIONES  
EXTERIORES Y CULTO

**DECIMA PRIMERA PROPIEDAD Y RESERVA DEL TRABAJO.** Los estudios materia de este contrato serán de propiedad exclusiva de “EL BENEFICIARIO” y de “LA CORPORACIÓN”. En consecuencia, “EL CONSULTOR” se compromete a no divulgar, entregar o suministrar total o parcialmente, el resultado de dichos estudios sin el consentimiento escrito de “EL BENEFICIARIO” o de “LA CORPORACIÓN”.

El incumplimiento de esta cláusula por parte de “EL CONSULTOR” dará derecho al “BENEFICIARIO” y a “LA CORPORACION” a ejercer las acciones legales que consideren pertinentes.

**DECIMA SEGUNDA RECOMENDACIÓN DE EL CONSULTOR.** Queda entendido que las opiniones y recomendaciones de “EL CONSULTOR”, no comprometen en modo alguno a “EL BENEFICIARIO” o a “LA CORPORACION”, reservándose éstas el derecho de formular las observaciones o salvedades que consideren razonables, las cuales deberá satisfacer “EL CONSULTOR”.

**DECIMA TERCERA CUMPLIMIENTO DEL CONTRATO** El atraso injustificado por parte de “EL CONSULTOR” en el cumplimiento de las obligaciones a que se refieren las cláusulas tercera y quinta del presente contrato dará derecho a “EL BENEFICIARIO” a cobrar, a título de multa, el uno (1) por ciento del total de los honorarios establecidos en la cláusula quinta de este contrato, por cada día de retraso.

En caso de que “EL BENEFICIARIO” y “LA CORPORACION” hubiesen autorizado una extensión de los plazos estipulados en las cláusulas tercera y cuarta del presente contrato, se consideran los nuevos plazos autorizados para la aplicación de esta cláusula.

Sin perjuicio de lo anterior, el “BENEFICIARIO” y “LA CORPORACION” pueden dar término al contrato en cualquier momento, si “EL CONSULTOR” faltare al cumplimiento de cualquier obligación derivada del mismo.

**DECIMA CUARTA FACILIDADES ADMINISTRATIVAS** “EL BENEFICIARIO” prestará asistencia administrativa a “EL CONSULTOR” mientras se encuentre adelantado el trabajo objeto del presente contrato.

**DECIMA QUINTA DOMICILIO CONVENCIONAL.** Para todos los efectos legales, las partes fijan como domicilio convencional la ciudad de Caracas, Venezuela, sin perjuicio del derecho de “LA CORPORACION” a ejercer las acciones que estime del caso ante los tribunales situados en otras jurisdicciones.



REPUBLICA DE BOLIVIA

MINISTERIO DE RELACIONES  
EXTERIORES Y CULTO

Se hacen tres (3) ejemplares del mismo tenor y a un solo efecto, en la ciudad de La Paz Bolivia a los 26 días del mes de junio de dos mil seis.

A handwritten signature in black ink, appearing to read 'Thomas A. Kruse'.

Por "EL CONSULTOR"  
Thomas A. Kruse

A handwritten signature in black ink, appearing to read 'Maria Luisa Ramos'.

Por "EL BENEFICIARIO"  
Ing. Maria Luisa Ramos

2006 JUL 19 PM 4: 43  
M/ISS/REGISTRATION UNIT

**CONTRACT FOR CONSULTING SERVICES**

**TO BE RENDERED**

Between the Ministry of Foreign Relations and Culture, from here on referred to as the "BENEFICIARY", represented in this case by the Eng. Maria Luisa Ramos in the role of "CONTRACTOR" for one side, and for the other Mr. Thomas Kruse, Architect, American citizen, domiciled in this city with ID 4427974 CB whom from here on will be denominated "THE CONSULTANT" for all effects of this document, have agreed to celebrate the present Consulting Contract, that will be ruled under the following clauses:

**FIRST OBJECTIVE.** The "BENEFICIARY", within the framework of reference of the Non Reimbursable Technical Cooperation given by The Andean Development Corporation (CAF), from here on denominated "THE CORPORATION", the Agreement of Non Reimbursable Technical Cooperation between The Andean Development Corporation and the Ministry of Foreign Relations and Culture of Bolivia and the Resolution of the Executive Presidency No. 5172/06 dated 6 of April of 2006, hires the services of "THE CONSULTANT" with the objective of providing advice and support to the Ministry of Foreign Relations and Culture in the organization of the II Meeting of Heads of State of the South American Community.

**SECOND TERMS OF REFERENCE.** The work to be done is explained in more detailed form in Annex "A", where the terms of reference are stated that for all effects should be taken as an integral part of the present contract, which can only be modified through written authorization between the "BENEFICIARY" and "THE CORPORATION".

**THIRD TERM TO PERFORM THE CONSULTING WORK.** "THE CONSULTANT" agrees to do the work referred to in the First and Second Clauses within a period of six months, counting as of the date of subscription of the present contract. This term refers to the date to present the Final Report of the work requested. This deadline may only be extended through written authorization from "THE BENEFICIARY" and "THE CORPORATION" when circumstances arise that to their judgment may required this.

**FOURTH REPORTS.** "THE CONSULTANT" shall present, to satisfaction of "THE BENEFICIARY" and "THE CORPORATION", at the conclusion of each month the following reports:

- 1.- Work done
- 2.- Comments and recommendations formulated
- 3.- Conclusions

**FIFTH COST OF THE CONSULTING WORK.** The cost of the consulting work will be of up to US\$ 13,070.00 from which US\$ 9,000.00 correspond to consulting honoraries, and up to US\$ 4,070.00 may correspond to traveling expenses. "THE CONSULTANT" shall not charge any additional moneys over the maximum amounts established.

**SIXTH METHOD OF PAYMENT.** “THE CORPORATION” will pay the honoraries for consulting stipulated in the preceding clause, as a request of “THE BENEFICIARY”, from which US\$ 1,500.00 (ONE THOUSAND FIVE HUNDRED AMERICAN DOLLARS) will be paid monthly against the presentation of the monthly reports, expiring the month calendar (day 30 of the concluded month), as specified in the Terms of Reference (Annex “A”).

“THE CONSULTANT” expressly agrees that “THE CORPORATION” will retain ten percent (10%) of each partial payment to build the Guarantee Fund. These retentions will be reintegrated to “THE CONSULTANT”, once the “Final Report for the Beneficiary” is approved, referred to in the eighth clause of the Agreement subscribed between “THE BENEFICIARY” and “THE CORPORATION”.

“THE CONSULTANT” will receive directly from “THE CORPORATION”, as a request from “THE BENEFICIARY”, the plane tickets in coach class and travel expenses corresponding to the necessary trips to be made for the realization of the study. The expenses should be per evening and shall not exceed the current chart from the CAF.

**SEVENTH MONIES.** The payments in concept of honoraries referred to in the seventh clause preceding shall be done in Dollars from the United States of America.

**EIGHTH TAXES.** Any tax, duty or charge that could affect the cost of the work will be under the responsibility of “THE CONSULTANT”.

**NINTH SUPERVISION.** “THE BENEFICIARY” and “THE CORPORATION” establish that the proceedings of supervision that may be deemed necessary to reassure the satisfactory development of the work by “THE CONSULTANT” and that this should allow to the officials from “THE BENEFICIARY” and “THE CORPORATION”, or other experts that for that effect may be designated, free access to the information referring to the consulting done.

**TENTH CONTRACTING OF PERSONNEL.** The services contracted by “THE CONSULTANT” with respect to this Contract are hired solely under his responsibility. In consequence, neither “THE BENEFICIARY” nor “THE CORPORATION” assume any responsibility for the complaints that workers from THE CONSULTANT may present as a consequence of the present contract.

**ELEVENTH PROPERTY AND RESERVATION OF THE WORK.** The studies subject to this contract shall be of the exclusive property of “THE BENEFICIARY” and of “THE CORPORATION”. In consequence, “THE CONSULTANT” agrees not to disseminate, deliver or supply total or partially, the result from said studies without written consent from “THE BENEFICIARY” or from “THE CORPORATION”. The noncompliance with this clause on behalf of “THE CONSULTANT” will give “THE BENEFICIARY” and “THE CORPORATION” the right to exercise such legal actions as deemed pertinent.

**TWELFTH RECOMMENDATIONS FROM THE CONSULTANT.** It is understood that the opinions and recommendations from “THE CONSULTANT”, do not oblige to in any way “THE BENEFICIARY” or “THE CORPORATION”, reserving their right to formulate observations or reservations as considered reasonably necessary, and that shall satisfy “THE CONSULTANT”.

**THIRTEENTH COMPLIANCE WITH THE CONTRACT.** The unjustified delay on behalf of "THE CONSULTANT" in complying with the obligations referred to in clauses third and fifth of the present contract give "THE BENEFICIARY" the right to charge, as a fine, one (1) percent of the total of the honoraries established in the fifth clause of this contract, for each day of delay.

In case that "THE BENEFICIARY" and "THE CORPORATION" shall authorize an extension to the deadline stipulated in the third and fourth clauses of the present contract, these are considered new authorized deadlines for the application of this clause.

Without prejudice of the above said, "THE BENEFICIARY" and "THE CORPORATION" shall end the contract at any moment, if "THE CONSULTANT" fails to comply with any obligation derived from the same.

**FOURTEENTH ADMINISTRATIVE FACILITIES.** "THE BENEFICIARY" shall provide administrative assistance to "THE CONSULTANT" while advancing with the work object of the present contract.

**FIFTEENTH CONVENTIONAL DOMICILE.** For all legal effects, the parties fix as conventional domicile the city of Caracas, Venezuela, without prejudice to the right of "THE CORPORATION" to exercise the actions it deems necessary before the courts located under other jurisdictions.

Three (3) sets of the same tenor and for only one effect shall be made, in the city of La Paz Bolivia on the 26 day of the month of June of two thousand and six.

(signed)  
By "THE CONSULTANT"  
Thomas A. Kruse

(signed)  
By "THE BENEFICIARY"  
Eng. Maria Luisa Ramos

District of Columbia : SS  
Subscribed and Sworn to before me, in my presence,  
on the 18th day of July, 2006  
Catherine P. Lyons  
Notary Public, D.C.  
My commission expires 6/14/09

CRM/ISS/REGISTRATION UNIT  
2006 JUL 19 PM 4:43