U.S. Department of Justice
Washington, DC 20530

Exhibit B
To Registration Statement
Pursuant to the Foreign Agents Registration Act of 1938, as amended

OMB NO. 1124-0004

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. The filing of this document is required by 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 this 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	2. Registration No.
The Fratelli Group	5867

3. Name of Foreign Principal

Government of Colombia

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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.

The Fratelli Group will provide public relations services to the Government of Colombia in connection with the U.S-Colombia Trade Promotion Agreement and other interests of the Government of Colombia. These services include conducting outreach to the media on a targeted and as-needed basis and/or preparing communications with representatives of the U.S. government and U.S. Congress. The services will also include meetings with the foreign principal and its consultants from time to time.

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

The Fratelli Group will engage in the following activities on behalf of the Government of Colombia:

- Contact members of the media in connection with the U.S.-Colombia Trade Promotion Agreement and other interests of the Government of Colombia
- Write and/or disseminate informational materials
- Provide advice and counsel on media strategy, including monitoring news and coordinating communications strategy with U.S. business community

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.

The registrant's activities on behalf of the foreign principal will focus on media relations. These activities may include communications with representatives of various media on behalf of the Government of Colombia relating to legislation and congressional actions, and actions by the Executive Branch and U.S. Government agencies that may affect or relate to the interests of the foreign principal and/or the bilateral U.S.-Colombia/Colombia-U.S. relationship.

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Date of Exhibit B	Name and Title	Signature
3/23/2011	Francis O'Brien, Principal	Frank O'Brien

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.

CONTRATO DE PRESTACIÓN DE SERVICIOS No. 2 1 1 CELEBRADO ENTRE EL DEPARTAMENTO ADMINISTRATIVO DE LA PRESIDENCIA DE LA REPUBLICA Y THE FRATELLI GROUP INC

Los suscritos a saber, **MARIO MEJIA CARDONA** identificado con la cédula de ciudadania No. 19.346.135 expedida en Bogotà quien en su calidad Subdirector de Operaciones, de conformidad con el Decreto No. 3554 del 27 de Septiembre de 2010 y el Acta de Posesión No. 099 del 27 de septiembre de 2010, y según las facultades conferidas mediante la Resolución No. 3016 del 31 de diciembre de 2010, actúa en nombre y representación del **DEPARTAMENTO ADMINISTRATIVO DE LA PRESIDENCIA DE LA REPÚBLICA**, quien en adelante se denominara **LA ENTIDAD,** y por la otra parte, **FRANCIS O'BRIEN**, quien en su calidad de Director y estando debidamente autorizado actúa en nombre de **THE FRATELLI GROUP INC.**, compañía constituida bajo las leyes del Distrito de Columbia en los Estados Unidos de América, de acuerdo con la Certificación de Incorporación expedida por el "Superintendent of Corporations (Department of Consumer and Regulatory Affairs)" del Distrito de Columbia y los articulos de incorporación, que hacen parte integrante del presente contrato, quien para los efectos de este documento se llamará **EL CONTRATISTA,** hemos acordado suscribir el presente contrato de prestación de servicios; previas las siguientes consideraciones: **1)** Que la presente contratación se efectúa con fundamento en las disposiciones consagradas en el Estatuto General de Contratación de la Administración Pública (Leyes 80 de 1993 y 1150 de 2007), el Decreto 2474 de 2008 y demás disposiciones reglamentarias y/o complementarias, en especial de lo consagrado en el artículo 82 del Decreto 2474 de 2008 modificado por el artículo 1 del Decreto 4266 de 2010 como causal de contratación directa "... *Para la prestación de servicios profesionales y de apoyo a la gestión la entidad estatal podrá contratar directamente con la persona natural o jurídica que esté en capacidad de ejecutar el objeto del contrato y que haya demostrado la idoneidad y experiencia directamente relacionada con el área de que se trate, sin que sea necesario que haya obtenido previamente varias ofertas, de lo cual el ordenador del gasto deberá dejar constancia escrita. Los servicios profesionales y de apoyo a la gestión corresponden a aquellos de naturaleza intelectual diferentes a los de consultaría que se derivan del cumplimiento de las funciones de la entidad; así como los relacionados con actividades operativas, logísticas, o asistenciales (...)*". **2)** Que mediante MEM11-00002237 / JMSC 31070 de fecha 11 de febrero de 2011, el Alto Consejero Presidencial para las Comunicaciones solicita contratar los servicios profesionales de **THE FRATELLI GROUP INC. 3)** Que de conformidad con lo establecido en el artículo 3° del Decreto 2474 de 2008, se elaboraron y suscribieron los estudios previos que soportan la presente contratación por parte del Alto Consejero Presidencial para las Comunicaciones. **4)** Que en cumplimiento de lo establecido en el artículo 77 del Decreto 2474 de 2008, el Departamento Administrativo de la Presidencia de la República, mediante Acto Administrativo motivado justificó la contratación directa con **THE FRATELLI GROUP INC,** para ejecutar el objeto del contrato. Por lo anterior, las partes acuerdan las siguientes cláusulas: **PRIMERA.- OBJETO: EL CONTRATISTA** se obliga a prestar a **LA ENTIDAD,** por sus propios medios con plena autonomía técnica y administrativa, los servicios dirigidos a desarrollar y apoyar la ejecución de la estrategia de relaciones públicas y de comunicaciones, adelantada por el Gobierno Nacional en los Estados Unidos de América. **SEGUNDA.- VALOR Y FORMA DE PAGO:** El valor total del presente contrato, es hasta la suma de **DOSCIENTOS CUARENTA Y UN MIL SEISCIENTOS SESENTA Y SIETE DÓLARES DE LOS ESTADOS UNIDOS DE AMÉRICA (US$241.667,oo)**, que **LA ENTIDAD** cancelará al **CONTRATISTA,** mes vencido o proporcional por fracción; en cuotas iguales, cada una de **VEINTICINCO MIL DÓLARES DE LOS ESTADOS UNIDOS DE AMÉRICA (US$ 25.000,oo)** con base en los servicios efectivamente prestados, previo cumplimiento de los siguientes requisitos: **a)** Aprobación por parte de la Entidad de la garantía bancaria a primer requerimiento que se obliga a otorgar el Contratista. **b)** Presentación por parte del **CONTRATISTA** de un informe de gestión y actividades desarrolladas en virtud del presente contrato. **c)** Presentación de Certificación emitida por el supervisor del contrato respecto de la efectiva prestación del servicio. **d)** Presentación por parte del contratista de la factura o cuenta de cobro respectiva y **e)** Trámite de la cuenta respectiva. **PARÁGRAFO PRIMERO:** No obstante la forma de pago prevista, ésta queda sujeta a la situación de los recursos por parte del Ministerio de Hacienda y Crédito Público, una vez se encuentre aprobado el **PAC** (Programa Anual Mensualizado de Caja). **TERCERA.- DISPONIBILIDAD PRESUPUESTAL:** La realización de los pagos se subordina a las apropiaciones que con tal fin se ordenen con cargo al certificado de disponibilidad presupuestal No. 19011 expedido por la Asesora del Área Financiera - Presupuesto del Departamento Administrativo de la Presidencia de la República de fecha 15 de febrero de 2011. **CUARTA.- PLAZO DE EJECUCIÓN:** El plazo de ejecución del presente contrato será hasta el 31 de diciembre 2011, contado a partir de la fecha de aprobación de la garantía bancaria que se obliga a constituir el contratista, previo registro presupuestal por parte de la Entidad. **QUINTA.- CESIÓN DEL CONTRATO: EL CONTRATISTA** no podrá ceder total o parcialmente el presente

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CONTRATO DE PRESTACIÓN DE SERVICIOS No. CELEBRADO ENTRE EL DEPARTAMENTO ADMINISTRATIVO DE LA PRESIDENCIA DE LA REPUBLICA Y THE FRATELLI GROUP INC

contrato, sin la previa autorización expresa y escrita de **LA ENTIDAD. SEXTA.- OBLIGACIONES DEL CONTRATISTA:** Este se obliga a: **1)** Disponer lo necesario para que el objeto del contrato se cumpla a cabalidad de acuerdo con el contenido de la propuesta presentada por el contratista. **2)** Asesorar a **LA ENTIDAD**, en el manejo e implementación de una estrategia de relaciones públicas y de comunicaciones para el año 2011, basados en la perspectiva política actual. **3)** Cumplir y ejecutar las especificaciones requeridas en el Anexo Técnico del contrato. **4)** El contratista debe presentar un informe mensual, el cual debe contar con el visto bueno por parte del supervisor del contrato. **5)** Obrar con lealtad y buena fe en el desarrollo de este contrato, evitando dilaciones y entrabamientos. **6)** No acceder a peticiones o amenazas de quienes actúen por fuera de la ley con el fin de obligarlo a hacer u omitir algún acto o hecho, informando inmediatamente a LA ENTIDAD y demás autoridades competentes cuando se presenten tales peticiones o amenazas. **7)** Satisfacer las demás obligaciones a su cargo que se deriven de la naturaleza del contrato y aquellas otras, que el funcionario designado por la Entidad para ejercer el control de ejecución del contrato pueda determinar en cumplimiento del objeto contractual. **SÉPTIMA.- OBLIGACIONES DE LA ENTIDAD:** Esta se compromete a: **1)** Cancelar al **CONTRATISTA** el valor convenido en la forma establecida en este contrato. **2)** Prestar la colaboración necesaria al **CONTRATISTA** para el cumplimiento del objeto contractual. **3)** Ejecutar en general las obligaciones que surjan de la naturaleza de este contrato. **OCTAVA.- CONFIDENCIALIDAD.- EL CONTRATISTA** se compromete a suscribir el acuerdo de confidencialidad que hace parte del presente contrato y acepta los términos en él establecidos. **NOVENA.- GARANTÍA BANCARIA:** Con el fin de garantizar el cumplimiento del contrato y las obligaciones derivadas del mismo y de su liquidación el pago de las multas, de la pena pecuniaria y demás sanciones que, dado el caso, pudieren imponerse, **EL CONTRATISTA**, otorgará garantía bancaria a primer requerimiento, a través de una institución financiera nacional o extranjera. Para que la garantía bancaria a primer requerimiento, que aquí se trata, pueda ser aceptada en su otorgamiento por parte de **LA ENTIDAD, EL CONTRATISTA** deberá acreditar la constitución de la garantía, mediante la entrega del documento privado en original contentivo de la misma, suscrito por el representante legal del establecimiento bancario o por su apoderado y en ella deberá constar: **(i)** El nombre del **DEPARTAMENTO ADMINISTRATIVO DE LA PRESIDENCIA DE LA REPÚBLICA (Nit. 899999083-0)** como entidad pública beneficiaria de la garantía; **(ii)** Que se constituye para dar cobertura los riesgos derivados del incumplimiento de las obligaciones asumidas por **EL CONTRATISTA** por la seriedad de los ofrecimientos y las obligaciones derivadas del contrato y de su liquidación, el pago de las multas, de la pena pecuniaria y demás sanciones que, dado el caso, pudieren imponerse; **(iii)** Que se constituye por un termino igual al plazo de ejecución de este contrato y cuatro (4) meses más; **(iv)** El señalamiento claro, expreso y completo de que la entidad bancaria, emisora de la garantía bancaria a primer requerimiento, obrando por cuenta y por orden del **CONTRATISTA**, se compromete en forma firme e irrevocable, autónoma e independiente e incondicional con el **DEPARTAMENTO ADMINISTRATIVO DE LA PRESIDENCIA DE LA REPÚBLICA (Nit. 899999083-0)**, en calidad de beneficiaria, a pagar a primer requerimiento, hasta un monto máximo garantizado igual al cuarenta por ciento (40%) del valor total del presente contrato, o la suma de dinero menor y equivalente al valor del perjuicio sufrido por **LA ENTIDAD** como consecuencia del incumplimiento de las obligaciones asumidas por **EL CONTRATISTA**, ante la presentación del acto administrativo en firme que así lo declare. Siendo obligación de la entidad bancaria emisora efectuar el pago dentro de los tres (3) días hábiles siguientes a aquel en que le sea entregado el acto administrativo debidamente ejecutoriado, en el que conste el incumplimiento del contratista y se disponga el cobro de la garantía. **PARÁGRAFO PRIMERO. EL CONTRATISTA** entregará la garantía bancaria al Área de Contratos de **LA ENTIDAD**, dentro de los quince (15) días hábiles siguientes a la suscripción de este contrato. **PARÁGRAFO SEGUNDO. EL CONTRATISTA** deberá restablecer el valor de la garantía cuando éste se haya visto reducido por razón de las reclamaciones efectuadas por **LA ENTIDAD**. De igual manera, en cualquier evento en que se aumente o adicione el valor del contrato o se prorrogue su término, el contratista deberá ampliar el valor de la garantía otorgada o ampliar su vigencia, según el caso. **PARÁGRAFO TERCERO:** Una vez iniciada la ejecución del contrato, en caso de incumplimiento del **CONTRATISTA** de la obligación de obtener la ampliación de la garantía o de la obligación de obtener su renovación o de la obligación de restablecer su valor o de aquella de otorgar una nueva garantía que ampare el cumplimiento de las obligaciones que surjan por razón de la celebración, ejecución y liquidación del contrato, la entidad contratante podrá declarar la caducidad del mismo. **DÉCIMA.- SUPERVISIÓN:** La coordinación, supervisión y control de ejecución de este contrato estará a cargo del Alto Consejero Presidencial para las Comunicaciones, quien velará por los intereses del DAPRE y tendrá además de las funciones que por la índole y naturaleza del contrato le sean

CONTRATO DE PRESTACIÓN DE SERVICIOS No. 2 5 2 1 1 CELEBRADO ENTRE EL DEPARTAMENTO ADMINISTRATIVO DE LA PRESIDENCIA DE LA REPUBLICA Y THE FRATELLI GROUP INC

propias, las establecidas en el Manual de Contratación, adoptado mediante Resolución 2457 del 31 de diciembre de 2008. **DÉCIMA PRIMERA.- MULTAS**. En caso de mora o incumplimiento parcial de las obligaciones adquiridas por **EL CONTRATISTA, LA ENTIDAD** cobrará multas diarias y sucesivas equivalentes al uno por mil del valor total de este contrato, por cada día hábil de retardo o incumplimiento, si a juicio de **LA ENTIDAD** de ello se derivan perjuicios para la administración, sin que el monto total de la multa exceda el diez por ciento (10%) del valor total de este contrato, cantidad que se imputará a la de los perjuicios que reciba **LA ENTIDAD** por el incumplimiento. **PARÁGRAFO: PROCEDIMIENTO PARA LA APLICACIÓN DE LAS MULTAS:** Para la aplicación de las multas previstas en la presente cláusula, se seguirá el siguiente procedimiento: En caso de incumplimiento de las obligaciones a cargo del contratista, será obligación del supervisor o interventor requerir por escrito al contratista para que cumpla con las obligaciones en los términos y condiciones pactadas, e informar al Área de Contratos o quien haga sus veces, cuando los requerimientos no hayan sido atendidos a satisfacción o en forma oportuna, quien a su vez, con el fin de determinar la procedencia de la aplicación de las medidas respectivas y respetar la audiencia del contratista y su derecho de defensa, citará al contratista a una audiencia de descargos, lo anterior de conformidad con lo previsto en la ley. El procedimiento de la audiencia de descargos o de los requerimientos escritos citados anteriormente, aplicará previamente a la imposición de las multas respectivas, la declaratoria de incumplimiento para hacer efectiva la cláusula penal pactada y la declaratoria de caducidad. **DÉCIMA SEGUNDA.- PENA PECUNIARIA:** En caso de incumplimiento de las obligaciones o de declaratoria de caducidad de este contrato, **EL CONTRATISTA** pagará a **LA ENTIDAD** a título de pena, una suma equivalente al diez por ciento (10%) del valor total de este contrato, cantidad que se tendrá como pago anticipado de los perjuicios que reciba **LA ENTIDAD** por el incumplimiento, sin perjuicio de hacer efectiva la garantía de que trata el literal a) de la cláusula novena de este contrato. **DÉCIMA TERCERA.- CAPTACIÓN DE LAS MULTAS Y DE LA PENA:** El valor de las multas y de la pena se tomará del saldo a favor de **EL CONTRATISTA** si lo hubiere, o si no de la garantía constituida y si esto último no fuere posible, se cobrará ante la Jurisdicción de lo Contencioso Administrativo. **DÉCIMA CUARTA.- NORMATIVIDAD ESPECIAL:** Además de la posibilidad de terminación de este contrato por mutuo acuerdo de los contratantes, o por parte de **LA ENTIDAD** en el caso de que se verifique que **EL CONTRATISTA** está incurso en antecedentes que generen inhabilidad tales como: en asuntos disciplinarios, la destitución; en los penales, cuando hay pena accesoria de interdicción de derechos y funciones públicas; en los fiscales, cuando se le incluye en el boletín de responsables fiscales. Por estipulación expresa se incluyen las causales de terminación, interpretación y modificación unilaterales y de caducidad por parte de **LA ENTIDAD**, consagradas en los artículos 14 a 18 de la Ley 80 de 1993, así como el sometimiento a las leyes nacionales. Igualmente en cuanto a su liquidación, adición, cesión y responsabilidad de **EL CONTRATISTA**, este contrato se rige por la Ley 80 de 1993 y Ley 1150 de 2007, y en las materias no reguladas por ellas, por las disposiciones de la legislación civil colombiana, y está sometido a la Jurisdicción de lo Contencioso Administrativo. **DÉCIMA QUINTA.- INHABILIDAD O INCOMPATIBILIDAD: EL CONTRATISTA** manifiesta bajo la gravedad de juramento que no se encuentra incurso en causales legales de inhabilidad o incompatibilidad para suscribir este contrato. **DÉCIMA SEXTA.- INDEMNIDAD:** De conformidad con lo establecido en los artículos 6° del Decreto 4828 del 24 de diciembre de 2008 y 1° del Decreto 931 del 18 de marzo de 2009, **EL CONTRATISTA** se obliga a mantener indemne a **LA ENTIDAD** de cualquier reclamación proveniente de terceros que tenga como causa las actuaciones del contratista o las de sus subcontratistas o dependientes. **DÉCIMA SÉPTIMA.- MODIFICACIONES, ADICIONES Y PRÓRROGAS:** Las partes convienen que cualquier modificación, adición y/o prórroga a lo pactado en el presente contrato y/o a cualquier documento que haga parte integral del mismo, sólo podrán realizarse mediante acuerdo escrito por las partes. **DÉCIMA OCTAVA.- DOMICILIO:** Para todos los efectos legales, el domicilio contractual será la ciudad de Bogotá D.C. **DÉCIMA NOVENA.- LUGAR DE EJECUCIÓN CONTRACTUAL:** La ejecución del contrato se llevará a cabo de forma integral dentro del territorio de los Estados Unidos de América, teniendo como domicilio el contratista la ciudad de Washington, (Distrito de Columbia), Estados Unidos de América. **VIGÉSIMA.- DOCUMENTOS CONTRACTUALES.** Hacen parte integral del contrato los siguientes documentos: **1.** El Certificado de Disponibilidad Presupuestal. **2.** La propuesta presentada por parte del contratista. **3.** Acuerdo de Confidencialidad. **4.** Anexo Técnico. **5.** Cualquier otro documento necesario para la correcta ejecución del objeto contractual. **PARÁGRAFO:** En caso de alguna discrepancia o inconsistencia entre los documentos del contrato y lo estipulado en el presente clausulado, prevalecerá lo dispuesto en el presente contrato. **VIGÉSIMA PRIMERA.- PERFECCIONAMIENTO Y LEGALIZACIÓN:** Este contrato se entiende perfeccionado con la firma de las partes

CONTRATO DE PRESTACIÓN DE SERVICIOS No. 2 1 1 CELEBRADO ENTRE EL DEPARTAMENTO ADMINISTRATIVO DE LA PRESIDENCIA DE LA REPUBLICA Y THE FRATELLI GROUP INC

intervinientes y el registro presupuestal por parte de **LA ENTIDAD** y legalizado, con el pago de los derechos de publicación en el Diario Único de Contratación Pública. Este requisito se entiende cumplido con el pago de los derechos correspondientes, esto es, la suma de $1.987.800,oo. **VIGÉSIMA SEGUNDA.- EJECUCIÓN: EL CONTRATISTA** sólo podrá iniciar la ejecución de este contrato cuando se haya aprobado por parte de **LA ENTIDAD**, la garantía de que trata la cláusula novena del presente contrato. **VIGÉSIMA TERCERA.- LIQUIDACIÓN:** Una vez terminada la ejecución del Contrato, las partes contratantes procederán a efectuar la liquidación del mismo, dentro de los cuatro (4) meses siguientes a su terminación, sin perjuicio de lo establecido en el artículo 11 de la Ley 1150 de 2007. Para constancia, se firma en la ciudad de Bogotá, 1 1

POR LA ENTIDAD,

MARIO MEJÍA CARDONA
Subdirector de Operaciones
Departamento Administrativo de la Presidencia de la República.

POR EL CONTRATISTA,

FRANCIS O'BRIEN
Director
The Fratelli Group Inc.

Vo. Bo.

ADRIANA MARTÍNEZ SÁNCHEZ
Jefe Área de Contratos

Proyectó: mirtagómez

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ANEXO TÉCNICO AL CONTRATO DE PRESTACION DE SERVICIOS No. CELEBRADO ENTRE EL DEPARTAMENTO ADMINISTRATIVO DE LA PRESIDENCIA DE LA REPÚBLICA Y THE FRATELLI GROUP INC.

Para la ejecución del contrato, **EL CONTRATISTA** prestará los servicios objeto del contrato, cumpliendo con los requerimientos establecidos en el presente anexo y según lo establecido en su propuesta, en los siguientes términos:

Como especificaciones esenciales del objeto a contratar, se debe tener en cuenta:

1) Asesorar a LA ENTIDAD, en el manejo e implementación de una estrategia de relaciones públicas y de comunicaciones para el año 2011, basados en la perspectiva política actual.

2) Desarrollar la estrategia propuesta bajo la implementación de tácticas que permitan:

- Actualización del paquete de información para distribuir a las audiencias claves
- El desarrollo de mensajes estratégicos
- Campañas de boletines HTML enviados por correo electrónico para audiencias claves
- El acercamiento a los medios de comunicación.
- La realización de mesas redondas de prensa.
- El mantenimiento de las relaciones con los socios claves.
- Acercamiento a terceros validadores, líderes de opinión, centros de pensamiento, comunidad académica.
- Realización de eventos especiales

Se firma por las partes a los,

POR LA ENTIDAD,

MARIO MEJÍA CARDONA
Subdirector de Operaciones
Departamento Administrativo de la Presidencia de la República.

POR EL CONTRATISTA,

FRANCIS O'BRIEN
Director
The Fratelli Group Inc.

Vo. Bo.

JUAN RAFAEL MESA ZULETA
Alto Consejero Presidencial para las Comunicaciones

Proyectó: mensgomez

SERVICES CONTRACT No.258-11 ENTERED INTO BY AND BETWEEN THE ADMINISTRATIVE DEPARTMENT OF THE PRESIDENCY OF THE REPUBLIC AND THE FRATELLI GROUP INC.

The undersigned, **MARIO MEJIA CARDONA,** identified with the Citizenship Card No. 19.346.135 issued in Bogotá, acting in his capacity of Sub-director of Operations, pursuant to Decree No. 3554 dated September 27, 2010 and the Deed of Appointment N° 099 dated September 27, 2010, and in accordance with the faculties conferred upon to her by means of Resolution N° 3016 dated December 31, 2010, does hereby act in the name and representation of the **ADMINISTRATIVE DEPARTMENT OF THE PRESIDENCY OF THE REPUBLIC**, who, hereinafter shall be referred to as **THE ENTITY;** and on the other side **FRANCIS O'BRIEN**, who acting as Director of and duly authorized, does hereby act on behalf of **THE FRATELLI GROUP INC.**, a company duly organized and existing under the laws of the District of Columbia in the United States of America, in accordance with the Certification of Incorporation issued by the Superintendent of Corporations (Department of Consumer and Regulatory Affairs) of the District of Columbia and the articles of incorporation that are an integral part to this agreement, who, for purposes of this document shall be hereinafter referred to as **THE CONTRACTOR** have agreed to enter into a Services Contract contained in the following clauses, subject to the following considerations: **1)** Whereas this contract is hereby executed in accordance with the provisions set forth in the General Contracting Statute of the Public Administration (Laws 80 of 1993 and 1150 of 2007), the Decree 2474 of 2008 and other regulatory and/or ancillary provisions, specially what is provided in Article 82 of the Decree 2474 of 2008 as modified by the article 1 of the Decree 4266 of 2010 as a ground for direct contracting "*...For the provision of professional and support services to the management, the State entity may direct contract with the individual or legal entity having the capacity to execute the purposes of the contract provided that such person has shown its appropriateness and experience in direct relation with the relevant area of contracting; without the need to previously obtain various offers of which the entity ordering the expense shall provide*

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written declaration... The professional services as well as the management support services are those of intellectual nature different to those of consulting that arise out the performance of the functions of the entity; as well as those related with operational, logistic or welfare activities (...), " **2)** Whereas by means of MEM11-00002237 / JMSC 31070 dated February 11, 2011, the Senior Advisor to the President for Communicational Affairs requested to contract the professional services of FRATELLI GROUP INC; 3) Whereas in light of the provisions of article 3 of the Decree 2474 of 2008, the preliminary studies to support this contracting were drafted and signed by the Senior Advisor to the President for Communicational Affairs; . 4) Whereas in light of article 77 of Decree 2474 of 2008, the Administrative Agency of the Presidency of the Republic, by means of duly justified Administrative Act, justified the direct contracting with THE FRATELLI GROUP INC., to execute the scope of this contract. In the light of the aforementioned, the parties hereby agree upon the following clauses: **FIRST – PURPOSE: THE CONTRACTOR** binds itself to provide to THE ENTITY, with its own means with full technical and administrative autonomy to the services leaded to develop and support the execution of the public relations and communications strategy pursued by the National Government in the United States of America. **SECOND – VALUE AND METHOD OF PAYMENT:** The value of this agreement is up to the amount of **TWO HUNDRED FORTY-ONE THOUSAND AND SIX HUNDRED SIXTY-SEVEN DOLLARS OF THE UNITED STATES OF AMERICA (US$241,667.00),** which is to be paid by **THE ENTITY** to **THE CONTRACTOR** by expired month or proportional by fraction in equal installments, each one for the amount of **TWENTY FIVE THOUSAND DOLLARS OF THE UNITED STATES OF AMERICA (US$25,000.00),** based on the services effectively rendered and upon compliance of the following requirements: a) Approval by the Entity of the first demand bank guarantee that the Contractor is obliged to provide; b) Presentation by **CONTRACTOR** of a management report and activities developed under this contract;

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c) Presentation of the Certification issued by the contractor supervisor in regard to the effective provision of services; d) Presentation by contractor of the relevant invoice or account receivable; e) arrangement of the relevant account. **FIRST PARAGRAPH:** Notwithstanding the method of payment herein provided, it shall be subject to the situation of the resources by the Ministry of Finance and Public Credit, once the PAC (Annual Program of Monthly Payments) is approved. **THIRD – BUDGET AVAILABILITY**: The payments are subject to the budget appropriations ordered with charge against the certificate of budget availability N° 19011 issued by the Advisor of the Finance – Budget Area of the Administrative Department of the Presidency of the Republic dated February 15, 2011; **FOURTH – PERIOD OF PERFORMANCE :** The Period of performance of this contract shall be until December 31, 2011, as from the date of approval of the banking guarantee the contractor is obliged to grant, prior budget registration by **THE ENTITY**. **FIFTH – ASSIGNMENT OF THE CONTRACT: THE CONTRACTOR** cannot assign totally or partially this contract without the prior express and written authorization of **THE ENTITY. SIXTH - CONTRACTOR'S OBLIGATIONS: THE CONTRACTOR** binds itself to: 1) Provide all necessary means for the duly compliance of the purposes of the contract in accordance with the proposal submitted by the contractor, 2) Advise **THE ENTITY** in the management and implementation of a public relations and communications strategy for the year 2011, based on the current political perspective. 3) To comply with and perform the specifications required in the Technical Exhibit of the contract. 4) The contractor shall submit a monthly report that shall have the approval of the supervisor of the contract. 5) To act with loyalty and good faith in the performance of this contract, avoiding delays and restrictions. 6) Not to consent to unlawful petitions or threats made with the purpose of forcing it to make or omit any act or fact, by informing immediately **THE ENTITY** and the any other corresponding authorities at the time said petitions or threats arise. 7) To fulfill the rest of its obligations arising out of the nature of the contract

and those other obligations that the officer appointed by **THE ENTITY** to supervise the execution of the contract may determine in compliance with the contractual purposes. **SEVENTH – OBLIGATIONS OF THE ENTITY:** It binds itself to: 1) Pay **THE CONTRACTOR** the compensation agreed in the form herein established. 2) Provide **THE CONTRACTOR** with the necessary collaboration to comply with the purpose of this contract. 3) Execute the obligations arising out of the nature of this contract. **EIGHTH – CONFIDENTIALITY: THE CONTRACTOR** herein agrees to execute a confidentiality agreement that shall be part hereto and herein accepts the terms provided for in said confidentiality agreement. **NINTH - BANKING GUARANTEE:** To guarantee the seriousness of the offers, full and timely fulfillment of the obligations stipulated herein, the payment of fines, penalties and other sanctions that might be imposed; **THE CONTRACTOR** shall grant a first demand bank guarantee by a national or foreign financial institution. In order for said guarantee to be accepted by **THE ENTITY, THE CONTRACTOR** shall prove the issuance of the guarantee by delivering the original private document containing said guarantee, duly signed by the legal representative of the financial or banking institution or its attorney-in-fact, and in said document it shall be stated: (i) the name of **DEPARTAMENTO ADMINISTRATIVO DE LA PRESIDENCIA DE LA REPÚBLICA** (THE NATION AND/OR THE ADMINISTRATIVE DEPARTMENT OF THE PRESIDENCY OF THE REPUBLIC) (NIT. 899999083-0) as public entity beneficiary of the guarantee. (ii) That said guarantee is aimed to cover the risks that may arise out of the breach of the obligations stipulated herein by **THE CONTRACTOR** for the seriousness of the offers and obligations arising out of this contract and of its liquidation, the payment of fines, penalties and other sanctions that, might be imposed; (iii) That it is issued for the same terms than the term of execution of the contract plus four (4) additional months; (iv) The clear, express and complete statement that the banking institution issuing the first demand bank guarantee acting in the name and on

behalf of **THE CONTRACTOR**, binds itself in a final and irrevocable form, autonomously, independently and unconditionally with the **DEPARTAMENTO ADMINISTRATIVO DE LA PRESIDENCIA DE LA REPÚBLICA** (THE NATION AND/OR THE ADMINISTRATIVE DEPARTMENT OF THE PRESIDENCY OF THE REPUBLIC) (NIT. 899999083-0), as beneficiary, to pay on first demand, up to a maximum guaranteed amount equal to the forty percent (40%) of the total value of the contract, or the lower amount of money and equivalent to the value of the damages suffered by **THE ENTITY** as a consequence of the failure to comply with the obligations by **THE CONTRACTOR**, upon presentation of the FINAL administrative act so deciding. The issuer banking entity shall be obliged to effect payment within the three (3) working days after the presentation of the final administrative act above-mentioned in which it is stated the failure to comply or breach of obligations of the contract by **THE CONTRACTOR** and it is ordered the execution of the guarantee. **FIRST PARAGRAPH: THE CONTRACTOR** shall deliver the banking guarantee to the Area of Contracts of **THE ENTITY,** within the fifteen (15) working days following the execution of this contract. **SECOND PARAGRAPH: THE CONTRACTOR** shall reinstate the value of the guarantee when it is reduced due to the claims placed by **THE ENTITY**. Likewise, at any time in which the value of the contract is increased or reduced or its term is extended, the contractor shall increase the value of the guarantee or extend its term, as applicable. **THIRD PARAGRAPH**: Once the execution of the contract commences, if **THE CONTRACTOR** fails to obtain the increase of the amount of the guarantee, or its renewal, or the obligation to reinstate the guarantee's value or of granting a new guarantee covering the fulfillment of the obligations arising from the execution, performance and termination of the contract, the entity may declare the expiration of the contract. **TENTH: SUPERVISION:** The coordination, supervision and control of the performance of this contract shall be exercised by the Senior Advisor to the President for Communicational

Affairs, who shall take care of the interests of DAPRE and shall also have other powers that due to the nature and importance of the contract are proper of his position as well as those that are established in the Contracting Manual adopted by means of Resolution 2457 of December 31, 2008. **ELEVENTH. FINES:** In case of delay or partial failure to comply with the obligations herein acquired by **THE CONTRACTOR**, **THE ENTITY** shall charge daily and consecutive fines equivalent to the one per thousand of the total value of this contract, per each working day of delay or non-compliance, if at the discretion of **THE ENTITY**, damages for the administration are derived thereof, provided that the total amount of the fine shall not exceed ten percent (10%) of the total value of this contract, amount which shall be attributed to the indemnity amount for damages suffered by **THE ENTITY** due to non-compliance. **PARAGRAPH: PROCEDURE FOR IMPOSITION OF FINES:** The following shall be the procedure for the imposition of fines set forth in the clause above: In case of non-compliance of the obligations by **THE CONTRACTOR**, the supervisor or auditor shall be obliged to request in written to **THE CONTRACTOR** the compliance and fulfillment of its obligations in the terms and conditions agreed in the contract and to inform to the Area of Contracts, or whoever is acting in its stead, when such request have not been properly or opportunely satisfied, in which case, said Area/division will call **THE CONTRACTOR** to a defense hearing in order to determine the merits for the application of the relevant measures and respect the rights of **THE CONTRACTOR** to a hearing and to exercise its right to defense, all in accordance with the laws. The procedure of defense hearings or of the written requirements before mentioned shall apply prior to the imposition of any fines, the declaration of noon-compliance to execute the liquidated damages clause and the declaration of termination of the contract. **TWELFTH: MONETARY PENALTY:** In case of non-compliance of the obligations acquired or termination of this contract, **THE CONTRACTOR** shall pay **THE ENTITY**, as a penalty, an amount equivalent to ten percent (10%) of the total value of this

contract, amount which shall be considered as an advance and partial payment for damages that may affect **THE ENTITY** due to the non-compliance, notwithstanding of the right of THE ENTITY to execute the guarantee indicated in the literal a) of the clause ninth above. **THIRTEENTH – COLLECTION OF FINES AND PENALTY:** The value of the fines and penalties shall be deducted from the balance in favor of **THE CONTRACTOR**, if any, or from the guarantee provided, and if the latter were not be possible, it shall be collected before the Contentious-Administrative jurisdiction. **FOURTEENTH – SPECIAL REGULATIONS:** Besides the possibility to terminate this contract by mutual consent of the contracting parties or by **THE ENTITY** in the case it is proved that **THE CONTRACTOR** is engaged in any of the practices that would require his recusal or disqualification, such as: in disciplinary proceedings, the destitution; in criminal proceedings, when there is an accessory punishment of interdiction of rights and public functions; in tax matters, when it is included in the bulletin of tax responsible. By means of express pact, it is herein included as grounds of termination, interpretation and unilateral amendment and expiration by **THE ENTITY** contained in articles 14 to 18 of the Law 80 of 1993, as well as the submission to local laws. Likewise, concerning liquidation, amendment, assignment and liability of **THE CONTRACTOR**, this contract is governed by the Law 80 of 1993 and the Law 1150 of 2007, and in the matters not covered by said laws, by the provisions of the Colombian civil laws and it is subject to the jurisdiction of the Contentious-Administrative. **FIFTEENTH – CONFLICTS OF INTEREST AND DISABLEMENT: THE CONTRACTOR** hereby declares under oath that it does not fall in any of the clauses of ineligibility or incompatibility stated when signing this contract. **SIXTEENTH – INDEMNITY:** In accordance with the provisions of article 6 of the Decree 4828 dated December 24, 2008 and article 1° of Decree 931 dated March 18, 2009, **THE CONTRACTOR** agrees to hold harmless **THE ENTITY** of any third party claims arising out of the performance of **THE CONTRACTOR** or its subcontractors o agents.

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SEVENTEENTH – AMENDMENTS, ADDITIONS AND EXTENSIONS: the parties agree that any amendment, inclusion or extension to this contract and/or any document that is part of the same, shall only be made by written agreement between the parties. **EIGHTEENTH – DOMICILE:** As for all legal purposes, the contractual domicile shall be the city of Bogotá D.C. **NINETEENTH - PLACE OF EXECUTION:** The performance of this contract shall be fully carried out within the territory of the United States of America, being the domicile of the contractor the city of Washington (District of Columbia), United States of America. **TWENTIETH– CONTRACTUAL DOCUMENTS:** The following documents shall be considered as part of this contract: 1. Certificate of Budget Availability. 2. Proposal presented by **THE CONTRACTOR**. 3. Confidentiality Agreement. 4. Technical Exhibit. 5.Any other document needed for the proper performance of the purposes of the contract. **PARAGRAPH:** In case of differences or inconsistencies between the documents of this contract and the provisions of this contract, the stipulations of this contract shall prevail. **TWENTY-FIRST: PERFECTION OF THE CONTRACT AND LEGALIZATION:** This contract shall become fully binding upon its signature by the parties thereof and the budgetary registration by **THE ENTITY** and legalized with the payment of the publications fees in the Sole Daily Newspaper of Public Contracting *(Diario Único de Contratación Pública.)* This requirement shall be fulfilled with the payment of the corresponding fees, that is to say the amount of ($1,987,800.00). **TWENTY-SECOND: PERFORMANCE: THE CONTRACTOR** may commence the performance of this contract only once **THE ENTITY** has approved the guarantee referred in clause ninth above. **TWENTY-THIRD - LIQUIDATION:** Once the performance of this contract has been completed, the contracting parties shall proceed to effect its liquidation within the following four (4) months after its termination, notwithstanding the provisions of article 11 of the Law 1150 of 2007. As for the records, this contract is hereby executed in the city of Bogotá.

SERVICES CONTRACT No.258-11 ENTERED INTO BY AND BETWEEN THE ADMINISTRATIVE DEPARTMENT OF THE PRESIDENCY OF THE REPUBLIC AND THE FRATELLI GROUP INC.

BY THE ENTITY,
MARIO MEJIA CARDONA
Sub-Director of Operations
Administrative Department of the Presidency of the Republic

BY THE CONTRACTOR,
FRANCIS O'BRIEN
The Fratelli Group Inc.

Approval
ADRIANA MARTINEZ SANCHEZ
Chief of the Area of Contracts

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TECHNICAL EXHIBIT OF THE SERVICES CONTRACT No. ENTERED INTO BY AND BETWEEN THE ADMINISTRATIVE DEPARTMENT OF THE PRESIDENCY OF THE REPUBLIC AND THE FRATELLI GROUP INC.

In the performance of this contract, **THE CONTRACTOR** shall provide the services that are the scope of the contract, complying with the requirements provided for herein and in accordance with the provisions of its proposal, in the following terms:

As material specifications under the scope of the contract, it shall be considered the following:

1) Advise **THE ENTITY** in the management and implementation of a public relations and communications strategy for the year 2011, based on the current political perspective.

2) To develop the proposed strategy based on the implementation of tactics, allowing:

- Update the information packet for distribution to key audiences.
- Development of key messages.
- HTML campaigns delivered by electronic mail directed to key audiences.
- Approaching media;
- Execution of roundtables with the media
- Maintenance of relationships with key partners.
- Outreach to third party validators, opinion leaders, think tanks, academic community.
- Conducting special events

It is signed by the parties on the _____

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BY THE ENTITY

MARIO MEJÍA CARDONA
Sub-director of Operations
Administrative Department of the Presidency of the Republic.

BY THE CONTRACTOR

FRANCIS O'BRIEN
Director
The Fratelli Group Inc.

Approval

JUAN RAFAEL MESA ZULETA
Senior Advisor to the Presidency for Communications