

U.S. Department of Justice  
Washington, DC 20530

**Exhibit A to Registration Statement  
Pursuant to the Foreign Agents Registration Act of  
1938, as amended**

**INSTRUCTIONS.** Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <http://www.fara.gov>.

**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 .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, 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 and Address of Registrant Delahunt Group, LLC	2. Registration No. 6215
3. Name of Foreign Principal Embassy of Ecuador in the United States	4. Principal Address of Foreign Principal 2535 15th St NW Washington, DC 20009

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

- Government of a foreign country<sup>1</sup>
- 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 \_\_\_\_\_

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

- a) Branch or agency represented by the registrant  
Embassy of Ecuador in the United States
- b) Name and title of official with whom registrant deals  
Hon. Nathalie Cely, Ambassador of Ecuador

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

<sup>1</sup> "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

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 <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.)

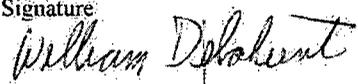
N/A

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

**EXECUTION**

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit A	Name and Title	Signature
7/11/14	William Delahunt, Principal	

U.S. Department of Justice  
Washington, DC 20530

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

**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. Compliance is accomplished by filing an electronic Exhibit B form at <http://www.fara.gov>.

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1. Name of Registrant Delahunt Group, LLC	2. Registration No. 6215
3. Name of Foreign Principal Embassy of Ecuador	

Check Appropriate Box:

- 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.

Please see attached contract. Registrant will undertake efforts, including meetings with US government officials and assisting with media efforts, aimed at enhancing the US/Ecuadorian relationship and raising issues of importance to Ecuador as they relate to bilateral US-Ecuador relations.

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

Please see attached contract. Registrant will undertake efforts, including meetings with US government officials and assisting with media efforts, aimed at enhancing the bilateral relationship between US and Ecuador and raising issues of importance to Ecuador with thought leaders in the US.

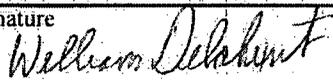
9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes  No

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.

Please see attached contract. Activities will include meetings with US government officials concerning bilateral relations between the US and Ecuador; efforts aimed at formation of Ecuadorean Caucus in the Congress; and advice related to issues of importance to US/Ecuadorian relations.

**EXECUTION**

In accordance with 28 U.S.C. §1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit B	Name and Title	Signature
7/11/14	William Delahunt, Principal	

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.



EMBAJADA DEL ECUADOR  
WASHINGTON D.C.



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#### CONSULTING AGREEMENT

The following is a binding consulting agreement made this 1st day of July, 2014, by and between the Embassy of Ecuador to the United States, hereby lawfully represented by the Ambassador of Ecuador to the United States, Mrs. Nathalie Cely, and hereinafter referred to as "the Embassy" and Mr. William Delahunt, hereinafter referred to as "the Consultant".

#### I. FIRST CLAUSE.- BACKGROUND

1. WHEREAS, it is a duty and a responsibility of the Chief of Mission to fulfill activities in order to ensure the dignity and prestige of the Republic of Ecuador and its Government.

2. WHEREAS, Executive Decree No. 938 of 14 November 2011 published in Official Gazette No. 585 of 28 November 2011, Mrs. Nathalie Cely is appointed as Ambassador Extraordinary and Plenipotentiary of Ecuador to the United States of America.

3. WHEREAS, the 2014 Annual Operating Plan of the Embassy of Ecuador includes the activity "Ecuador Campaign to develop the defense of national interests and positioning the prestige of the country in the United States", listed as activity number RP3.

4. WHEREAS, with Memorandum No. MREMH-ECCUUSA-2014-0716-M dated June 25, 2014, Mr. Camilo Zambrano, Leader of the Political Unit of the Embassy of Ecuador, presents Minister Andres Montalvo, *Chargé d'Affaires ad interim*, a report for the selection of a consultant to provide specific services for the implementation of Activity RP3 and that the suggestion presented by Camilo Zambrano in the aforementioned Memorandum were approved by Minister Andres Montalvo.

5. WHEREAS, the Embassy desires that the Consultant provide advice and assistance to the Embassy in his area of expertise; and

6. WHEREAS, the Consultant desires to provide such advice and assistance to the Embassy under the terms and conditions of this Agreement;

NOW, THEREFORE, the Embassy and the Consultant hereby agree as follows:

#### II. SECOND CLAUSE.- INTERPRETATION OF THE AGREEMENT

1. This agreement shall be interpreted in a literal sense, according to its context and the original intent of the parties.

2. In case of doubt, the rules contained in Title XIII, IV Book of the Ecuadorian Civil Code -"Of the interpretation of contracts"- should be applied.

#### III.- THIRD CLAUSE.-GENERAL PURPOSE

a) It is understood that the general purpose of this Agreement is to engage the services of the Consultant to conduct lobbying, political engagement, provide advice and consultancy services for the defense of the interests and reputation of Ecuador with politicians, influencers and policy actors in the United States.

b) It is also understood that the specific objectives of this agreement are:

1. To develop a strategy of engagement with political actors to influence perceptions and actions regarding administrative and legislative matters of interest to Ecuador.



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2. To monitor and review progress on proposals, actions or activities by Chevron in think tanks, federal agencies and / or Congress of the United States and provide advice on how to address them.
3. To provide advice regarding the legislative process in the United States and how to take advantage of opportunities for Ecuadorian interests and also reduce the negative impacts of other initiatives.
4. To conceptualize and coordinate with the Embassy, events, meetings, strategies and activities to gain the support of influential people and institutions in the United States to support the Ecuadorian position.

#### IV.-FOURTH CLAUSE.-COMPLIANCE WITH APPLICABLE LAWS

Under this agreement the Consultant agrees to provide the Embassy his personal consulting services and warrants he will comply with all applicable laws in order to fulfill the general purpose and specific objectives set forth in this agreement.

#### V.- FIFTH CLAUSE. - GENERAL DUTIES OF CONSULTANT

a) The Consultant shall perform the following services, in conformance with high professional standards for performing services of a similar kind.

1. Develop a strategy and implement the necessary activities for the development of an "Ecuadorean Caucus" in the U.S. Congress and report them to the Embassy.
2. Monitor, analyze and advise the Embassy on communication strategies and lobbying efforts by Chevron and its officers especially targeted at the Federal Government, Congress and Senate and make recommendations to the Embassy and Ecuadorian Consulates on the strategy in response to said efforts, including but not limited to conceptualizing and coordinating with stakeholders to organize events on the Chevron case.
3. Make a trip to Ecuador.
4. Write an opinion piece to be published in print and / or digital media, in coordination with the Embassy. Both parties understand that the opinion piece shall be of authorship of the Consultant and that from that date forward the Embassy can publish it and or use it in any way the Embassy considers necessary.
5. Propose and coordinate at least six (6) meetings with influential people, politicians, Congresspersons and members of the federal administration, and report on these meetings to the Embassy.
6. Deliver a Final Report of activities. The final report shall include a summary of the major milestones, events developed by the consultant for the duration of the contract and a final analysis of the situation at the time of delivery of this report. The Consultant is expected to deliver two hard copies and one digital copy of the final report.

#### VI. SIXTH CLAUSE.- GENERAL DUTIES OF THE EMBASSY.-

Under this agreement the Embassy agrees to:

1. Comply with the obligations set forth in this agreement.



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2. Solve the problems that arise in the implementation of the agreement in a timely manner and to the extent of its capabilities and responsibilities.

**VII. SEVENTH CLAUSE.- TERM.-**

This Agreement shall be effective as of July 1, 2014, and shall continue in full force and effect for up to six (6) consecutive months and delivery of products.

**VIII. EIGHT CLAUSE.- EXTENSION OF THE CONSULTING SERVICES**

The Embassy may extend the term of the agreement only in the cases detailed in this clause, after receiving the request of the Consultant in a term of up to two days of raised the event or if the facts demonstrate that this extension is necessary:

- a) Acts of God or force majeure duly verified and accepted by the Embassy.
- b) Suspension or change of the activities provided for in this agreement by order of the Embassy. The suspension or change in the activities shall not be attributable to the Consultant.
- c) Acceptance of the Embassy of the extension of the deadline at the request of the Consultant, duly justified for the benefit of compliance with contractual obligations.

To accept an extension, the Embassy will define its duration and the incorporation of a new schedule of products to replace the original or precedent timetable, which must be signed by the parties and shall have the same value as the replaced.

**IX.- NINTH CLAUSE.-COMPENSATION.-**

In consideration of the services to be provided by Consultant to the Embassy hereunder, the Embassy shall pay the Consultant \$ US\$43,000 (Forty three thousand dollars of the United States of America), that will be paid according to the following timetable:

Description	% of payment	DATE OF PAYMENT
-Advance payment.	25%	Up to 5 business days after signing the agreement
-The Consultant shall present a report on advances made on products prior to the payment.	25%	September 15, 2014
-The Consultant shall deliver all results or products of the activities described on the Fifth Clause, and the Final Report, prior to the payment.	50%	Up to six months and delivery of products.

**X.-TENTH CLAUSE.- FINES AND PENALTIES.-**



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1. The Consultant agrees to pay the amount of 1x1000 of the total value of the contract, for each day of delay in the delivery of the products.
2. If the value of the penalties exceeds the 5% of the total value of this agreement, the Embassy may, unilaterally, terminate this agreement in advance.
3. The payment of the penalties does not release the Consultant for carrying out his obligations under the agreement terms. The fines and penalties imposed are not subject to change or modification, nor to be returned by any concept.

**XI.-ELEVENTH CLAUSE.- TERMINATION OF THE AGREEMENT.-**

The agreement will be fulfilled, and therefore end, by the following causes:

1. Compliance of the obligations.
2. Mutual consent of the parties.
3. By judgment or award writs to declare the nullity of the agreement or its resolution, at the request of the consultant.
4. By unilateral declaration of the Embassy, if the consultant fails to perform the services or materially breaches any obligation in the agreement,
5. Death of the Consultant.

**XII.- TWELFTH CLAUSE.- Confidentiality**

Consultant agrees to keep confidential and not to disclose to third parties any information provided by the Embassy pursuant to or learned by Consultant during the course of this Agreement unless Consultant has received the prior written consent of Embassy to make such disclosure. Therefore it is prohibited its use for its own benefit or for the benefit of third parties. Failure to comply with this obligation shall be grounds to terminate the contract, and shall be at the sole discretion of the affected party the subsequent civil action for damages.

This provision shall survive expiration and termination of this Agreement.

**XIII.- THIRTEENTH CLAUSE.- MEDIATION AND JURISDICTION.-**

The parties agree that any disputes that may arise as a result of this Agreement or the provision of products or services as a result of this Agreement will first be attempted to be resolved through discussion between the parties. If the dispute cannot be resolved on terms satisfactory to both parties, the parties shall in good faith enter into mediation to resolve the dispute at the Mediation Center of "Procuraduría General del Estado" (State Attorney General's Office Mediation Center of Ecuador). If there is no total agreement, or if irreconcilable differences after a partial agreement, the parties shall abide by the arbitration before any Arbitration Center authorized by the Constitution of Ecuador.

**XIV.- FOURTEENTH CLAUSE.-INDEPENDENT CONTRACTOR STATUS.-**

- a) The parties agree that this Agreement creates an independent contractor relationship, not an employment relationship. The Consultant acknowledges and agrees that the Embassy will not provide the Consultant with any employee benefits, including without limitation any employee stock purchase plan, social security, unemployment, medical, or pension payments, and that income tax withholding is Consultant's responsibility.
- b) The Consultant is not authorized to speak for, represent, or obligate the Embassy in any manner without the prior express written authorization from an officer of the Embassy.



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**XV.- FIFTEENTH CLAUSE.- GENERAL PROVISIONS.-**

- a) The contract is not transferable and may not be completely or partially transferred to third parties;
- b) It shall be responsibility of the Consultant the payment due to third parties outsourced for the execution of the contract or in the development of specialized or technical services;
- c) The material and intellectual property of the products of the agreement shall be of property of the Embassy.
- d) The Consultant understands that the Embassy will not cover any travel or lodging expenses or additional costs and or expenses necessary to fulfill the general and specific objectives of this agreement.

**XVI.- SIXTEENTH CLAUSE.- AUTHORITY.-**

The parties warrant that they have the authority to enter into this Agreement and that entering into this Agreement is not restricted or prohibited by any existing agreement to which they are parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

The Embassy of Ecuador

Signature: \_\_\_\_\_

Print Name: NATHALIE CELY

Title: AMBASSADOR OF ECUADOR

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Date: July 1, 2014

THE CONSULTANT:

Signature: William D. DeLaHunt

Print Name: WILLIAM D. DELAHUNT

Title: CHAIRMAN

Passport or Identification Number: [REDACTED]

Phone: (617)-479-5153; (202)-659-6600

Email: BDELAHUNT@THEDELAHUNTPGROUP.COM

Date: July 1, 2014



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