

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 Rasky Baerlein Strategic Communications, Inc. 70 Franklin Street, 3rd Floor, Boston, MA 02110	2. Registration No.  6222
3. Name of Foreign Principal Embassy of the Bolivarian Republic of Venezuela in the United States	4. Principal Address of Foreign Principal 1099 30th St.,NW Washington, DC, 20007
5. Indicate whether your foreign principal is one of the following: <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Government of a foreign country<sup>1</sup></li> <li><input type="checkbox"/> Foreign political party</li> <li><input type="checkbox"/> Foreign or domestic organization: If either, check one of the following:             <ul style="list-style-type: none"> <li><input type="checkbox"/> Partnership</li> <li><input type="checkbox"/> Corporation</li> <li><input type="checkbox"/> Association</li> <li><input type="checkbox"/> Committee</li> <li><input type="checkbox"/> Voluntary group</li> <li><input type="checkbox"/> Other (<i>specify</i>) _____</li> </ul> </li> <li><input type="checkbox"/> Individual-State nationality _____</li> </ul>	
6. If the foreign principal is a foreign government, state: <ul style="list-style-type: none"> <li>a) Branch or agency represented by the registrant              Embassy of the Bolivarian Republic of Venezuela in the United States 1099 30th St., NW Washington, DC, 20007</li> <li>b) Name and title of official with whom registrant deals              Maximilien Sánchez Arveláiz, Chargé d'affaires, a.i.</li> </ul>	
7. If the foreign principal is a foreign political party, state: <ul style="list-style-type: none"> <li>a) Principal address</li> <li>b) Name and title of official with whom registrant deals</li> <li>c) Principal aim</li> </ul>	

<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.

b) Is this foreign principal:

- Supervised by a foreign government, foreign political party, or other foreign principal Yes  No
- Owned by a foreign government, foreign political party, or other foreign principal Yes  No
- Directed by a foreign government, foreign political party, or other foreign principal Yes  No
- Controlled by a foreign government, foreign political party, or other foreign principal Yes  No
- Financed by a foreign government, foreign political party, or other foreign principal Yes  No
- Subsidized in part by a foreign government, foreign political party, or other foreign principal Yes  No

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

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.

**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
January 26, 2015	Dale Leibach, Principal and Co-Chairman	/s/ Dale W. Leibach

eSigned

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>.

**Privacy Act Statement.** The filing of this document is required for 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 the 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

Rasky Baerlein Strategic Communications, Inc.

2. Registration No.

6222

3. Name of Foreign Principal

Embassy of the Bolivarian Republic of Venezuela in the United States

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.

Registrant will render advice on matters involving communications, public relations, & related services.

In performing these services, Registrant may coordinate with the Government of the Bolivarian Republic of Venezuela (including the Ministry of Foreign Affairs), its agencies & instrumentalities, as well as with corporations & other organizations in Venezuela whose interests may be impacted. At the beginning of each month, Registrant shall deliver to the Embassy a report on its performance under this contract during the preceding month.

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

Registrant will render advice on matters involving communications, public relations, & related services. In performing these services, Registrant may coordinate with the Government of the Bolivarian Republic of Venezuela (including the Ministry of Foreign Affairs), its agencies & instrumentalities, as well as with corporations & other organizations in Venezuela whose interests may be impacted. At the beginning of each month, Registrant shall deliver to the Embassy a report on its performance under this contract during the preceding month.

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 render advice on matters involving communications, public relations, & related services. In performing these services, Registrant may coordinate with the Government of the Bolivarian Republic of Venezuela (including the Ministry of Foreign Affairs), its agencies & instrumentalities, as well as with corporations & other organizations in Venezuela whose interests may be impacted. At the beginning of each month, Registrant shall deliver to the Embassy a report on its performance under this contract during the preceding month.

### 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
January 26, 2015	Dale Leibach, Principal and Co-Chairman	/s/ Dale W. Leibach eSigned

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.

**SERVICES AGREEMENT BETWEEN  
EMBASSY OF THE BOLIVARIAN REPUBLIC OF VENEZUELA  
AND RASKY BAERLEIN STRATEGIC COMMUNICATIONS, INC.**

**1. TERMS OF ENGAGEMENT**

**EMBASSY OF THE BOLIVARIAN REPUBLIC OF VENEZUELA** (the "Embassy") hereby engages **RASKY BAERLEIN STRATEGIC COMMUNICATIONS, INC.** ("RB") to provide the **SERVICES** described in Section 2 below. RB will provide the **SERVICES** as directed by the Embassy, in accordance with standards set forth in the applicable rules of professional conduct and in a manner consistent with the standard engagement letter between the Embassy and RB. This **AGREEMENT** is in compliance with, and made pursuant to, the Embassy's standard rules and regulations, including applicable internal administrative norms, and construed under the laws of the Bolivarian Republic of Venezuela.

**RASKY BAERLEIN STRATEGIC COMMUNICATIONS, INC.** is a corporation registered in Massachusetts, United States of America.

**2. SCOPE OF SERVICES**

The **SERVICES** to be provided by RB shall include rendering advice on matters involving: communications, public relations, and related services.

In performing these **SERVICES**, RB may coordinate with the Government of the Bolivarian Republic of Venezuela (including the Ministry of Foreign Affairs), its agencies and instrumentalities, as well as with corporations and other organizations in Venezuela whose interests may be impacted.

At the beginning of each month RB shall deliver to the Embassy a report on RB's performance under this contract during the preceding month.

The Embassy understands that, given the proposed scope of services, RB and, as appropriate, other service providers may be required to register with, and report periodically to, the U.S. Department of Justice, under the Foreign Agents Registration Act ("FARA").

**3. FEES AND EXPENSES**

As compensation for providing the **SERVICES** described in Section 2 above, RB shall be entitled to by monthly payments in the amount of thirty-five thousand United States Dollars (U.S. \$35,000.00). The payment of all fees incurred by the Embassy will be made within 5 days after the delivery of the monthly report described in Section 2 above, in a form satisfactory to the Embassy.

Embassy shall pay to RB all pre-approved expenses incurred by RB in the course of work performed for Embassy including: web development, bulk mail and bulk photocopying, printing, advertising services and materials, messenger services, and reasonable expenses for travel, lodging and entertainment. Upon request, RB will submit copies of receipts for such expenses.

**4. TERM AND FORM OF AGREEMENT**

This **AGREEMENT** shall be deemed to have taken effect on January 1, 2015 and shall remain in effect until December 31, 2015. At its discretion, the Embassy may request that RB, if it so agrees, renew and extend the **AGREEMENT**, as necessary to achieve its goals. Notwithstanding the preceding, this **AGREEMENT** shall automatically renew for periods of three (3) months unless otherwise terminated by one of the parties by written notice not less than fifteen (15) days prior to expiration. This **AGREEMENT** is executed in two versions, English and Spanish, it is understood that the Spanish version will prevail for the purposes of interpretation of this **AGREEMENT**.

## 5. COMPLIANCE WITH APPLICABLE LAWS

RB and the Embassy hereby represent and warrant that, in connection with the execution and performance of this AGREEMENT, each of them has complied, and will comply, fully with all applicable laws of the Bolivarian Republic of Venezuela and of the United States, including but not limited to the U.S. Foreign Corrupt Practice Act and the Venezuelan Anti-Corruption Law, Ley contra la Corrupcion. In particular, none of them has given or will give money or anything of value directly or indirectly to any person for the purpose of corruptly influencing that person's actions or activities related to the execution or performance of this AGREEMENT.

## 6. OFFICIAL ADDRESSES AND NOTIFICATIONS

Any notice to the Embassy or RB shall be deemed valid if such is delivered directly or by certified mail to the following address:

Embassy of the Bolivarian Republic of Venezuela in the United States  
1099 30th St., NW  
Washington, DC, 20007

RASKY BAERLEIN STRATEGIC COMMUNICATIONS, INC.  
1825 I Street, NW, Suite 600  
Washington, D.C. 20006 United States of America.  
Attn: DALE LEIBACH

## 7. LAW AND JURISDICTION

In case of controversies that may arise from the execution, performance or interpretation of this AGREEMENT, the Embassy and RB shall use their best efforts at the highest managerial level to obtain a friendly and amicable resolution of such controversies in a period of 60 days. In case the dispute is not resolved within the aforementioned period, either party may submit such controversies in accordance with the laws and jurisdiction of the Courts of the Bolivarian Republic of Venezuela.

## 8. COMPLIANCE

Each of the Embassy and RB shall comply with all applicable U.S. law and regulations, including but not limited to Venezuela Defense of Human Rights and Civil Society Act of 2014, S. 2142 ENR (2014).

In Washington, on January 30, 2015.

On behalf of Embassy of the Bolivarian Republic of Venezuela in the United States

Name: Maximilien Sánchez Arveláiz, Chargé d'affaires, a.i.

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

On behalf of RASKY BAERLEIN STRATEGIC COMMUNICATIONS, INC. (US)

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