OMB No. 1124-0006; Expires April 30, 2017

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	2. Registration No.
MCSquared PR Inc.	6231

3. Name of Foreign Principal	4. Principal Address of Foreign Principal
Government of the Republic of Ecuador	San Salvador E6-49 Elay Alfaro Edificio Medios Publicas 4to Piso, Quito, Ecuador

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

- [x] Government of a foreign country [1]
- [ ] 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
   b) Name and title of official with whom registrant deals
   Ambassador Nathalie Cely Suarez

7. If the foreign principal is a foreign political party, state:
   a) Principal address
   N/A
   b) Name and title of official with whom registrant deals
   c) Principal aim

1 "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 ☐	No ☐
Owned by a foreign government, foreign political party, or other foreign principal	Yes ☐	No ☐
Directed by a foreign government, foreign political party, or other foreign principal	Yes ☐	No ☐
Controlled by a foreign government, foreign political party, or other foreign principal	Yes ☐	No ☐
Financed by a foreign government, foreign political party, or other foreign principal	Yes ☐	No ☐
Subsidized in part by a foreign government, foreign political party, or other foreign principal	Yes ☐	No ☐

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

N/A

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

N/A

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
7/2/2014	Maria del Carmen Garay	

OMB No. 1124-0004; Expires April 30, 2017

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	2. Registration No.
MCSquared PR Inc.	6231

3. Name of Foreign Principal

Government of the Republic 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.

The Primary Registrant and the Foreign Principal agreed for the Primary Registrant to handle public relations for the Foreign Principal at an international level through study, devise and implementation of strategies of communication, information, image and public relations for the Foreign Principal in the United States and Europe.

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

Devise public relations strategies, organize a crisis management group of professionals, cover events and conferences and conduct interviews, issue press releases, conduct surveys and develop media platforms.

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.

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
7/1/2014	Maria del Carmen Garay	

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.

ATTACHMENT 1 TO EXHIBIT B TO REGISTRATION STATEMENT

WRITTEN AGREEMENT WITH FOREIGN PRINCIPAL

CERTIFICATE OF TRANSLATION

STATE OF NEW YORK)
) S.S.
COUNTY OF NEW YORK)

Nataly Otiniano does solemnly and sincerely affirm:

1. That I am fluent in SPANISH and ENGLISH.
2. That I am thoroughly familiar with these languages and have carefully made and verified the translation of this Contract.
3. That the within translation is a true, complete and correct translation to the best of my knowledge.

Nataly Otiniano

Nataly Otiniano

6/30/2014
Date

Subscribed and sworn to before me this 30 day of June, 2014

Notary Public

CHRISTIE M. DELBREY
NOTARY PUBLIC-STATE OF NEW YORK
No. 02DE6266722
Qualified in Westchester County
My Commission Expires August 06, 2016

CONTRACT FOR THE PROVISION OF STUDIES AND FORMULATION OF STRATEGIES OF COMMUNICATION INFORMATION, IMAGE AND INTERNATIONAL COMUNICATIVE PUBLICITY

APPEARING PARTIES:

Intervening in the celebration of the present contract by one party, the Economist, Nathalie Cely Suarez, in her quality of Extraordinary and Plenipotentiary Ambassador of the Republic of Ecuador before the United States of America, in conformity with that disposed in the Executive Decree No. 938 dated the 14th of November of 2011, subscribed by the Economist, Rafael Correa Delgado, in his quality of Constitutional President of the Republic of Ecuador, to which and for effects of the present instrument, shall be denominated, THE GOVERNMENT OF THE REPUBLIC OF ECUADOR; and by other way Mrs. Maria del Carmen Garay, in her quality of Executive Director and Legal Representative of the company MCSQUARED INC, duly constituted in the State of New York, United States of America, which shall be denominated THE CONTRACTED, who freely and voluntarily convene in subscribing the present Contract according to the following clauses:

First Clause: BACKGROUND

By means of memorandum No. PR-SGSPSC-2013-000965-M, dated the 12th of April of 2013, subscribed by Doctor Fernando Alvarado Espinel, in his quality of National Secretary of Communication, directed to the Engineer Maria Luisa Donoso Lopez in her quality of Secretary General of the Presidency of the Republic, by the means of which the engagement of the activities of international relations with the company MCSQUARED INC in the United States of America, to whose effect in the part pertinent manifests: "*That it is priority for the National Government to inform the citizens of the executed actions of their administration in order to promote institutional strength, the efficiency and effectiveness of administration, and the permanent diffusions for the realization of the Plan of Good Living. Since the election of the President Rafael Correa in the year 2006, the influence of Ecuador has increasingly appeared in the region and in the world. Ecuador is now a sovereign nation, independent and progressive. Posture, which in the current geopolitical context, has awoken in circles of international power – political and economic – ill will. These forces quietly seek to debilitate the economic growth of Ecuador, destroy the growing image of world leadership of President Correa and isolate the nation from the international community. Ecuador faces the following challenges: 1. Leadership in the preservation of the Amazon and the environment. 2. Leadership in the protection of human rights, of the right to free expression on the internet, within its engagement with the preservation of the fundamental right of freedom of expression and freedom of the press. 3. Immovable engagement with the preservation of the State of Law. The historical process that lives in Ecuador since the 15th of January of 2007 has generated a profound transformation of society and the State. This process has generated a modification in the power relations, as well as, in the internal environment as in the external. Before the evidence of progress and advancement of society and the Ecuadorian State, not only evidenced in the national statistics, but also in the indicators that*

constitute the international organs of national and economic development, it has generated a current of negative reaction in public opinion, first to deny these certainties and then to reveal the true objective of recuperating the status quo in which the groups of interest wielded its capacity of incidence, influence for the realization of its interests of the group, and recuperate its individual profits in detriment of the general interest. The existence of one systematic practice has been verified to distort the reality of fact and of the actions of the Government of Ecuador, arbitrarily granting a negative effect, precisely against the objects of vindication of the action: recover the practice of the rights of the inhabitants of Ecuador in the mark of Good Living; Once the presented offer is analyzed, it is solicited from the Secretary General of the Presidency of the Republic the realization of the necessary actions so that through the Ecuadorian Embassy in the United States of America, in Washington D.C., the company MCSQUARED, INC, be contracted to realize the activities of international relations and head the activities of multi-national organizations and corporations to diminish the reputation of Ecuador on an international plane, for the amount of SIX MILLION FOUR HUNDRED AND EIGHT UNITED STATES DOLLARS, for the lapse of one year, in conformity with the offer that has been accepted by this National Secretary of Communications. This contract should be subscribed in the United States of America by which should apply Article 3 of the Law of the System of National Public Contracting."

The Financial Directors of the President of the Republic of Ecuador, through the Memorandum No. PR-DFNSG-2013-000546M, of the 24th of April of 2013, certified the budgetary availability for the present contract, by the total value of US $6.408,000. (*SIX MILLION FOUR HUNDRED AND EIGHT UNITED STATES DOLLARS* with 00/100, with charge to the budget line item No. 530218, denominated "PUBLICIDAD Y PROPAGANDA EN MEDIOS DE COMUNICACION MASIVA".

By means of Decree No. 131-2013 of the 24th of April of 2013, the Commercial Engineer Maria Luisa Donoso Lopez, Secretary General of the Presidency of the Republic filed the respective administrative act, disposing that the necessary legal and administrative procedures for the contracting of the company MCSQUARED INC.. In the same manner, in compliance to that disposed in the second and fifth subsections of article 3, and article 4 of the General Rules of the Organic Law of the National System of Public Contracting, delegated to the economist Nathalie Cely Suarez, Ambassador of Ecuador in the United States of America, so that the corresponding contracting procedure is carried out, being fully authorized to subscribe the present contract.

Second Clause: DOCUMENTS OF THE CONTRACT

The following basic documents, form an integral part of the Contract:

2.1 The documents that credit the quality of the appearing parties and their capacity to celebrate the present contract;

2.2 The technical and economic offer presented by THE CONTRACTED;

2.3 Memorandum No PR-DFNSG-2013-000546-M, of the 24th of April of 2013 for which it is credited that there exists corresponding sufficient and availability of funds for the execution of the present contract.

Third Clause: INTERPRETATION AND DEFINITION OF TERMS

The terms of the present contract should be interpreted in their literal sense, in the context of the same and whose object clearly reveals the intention of the parties. In any case, its interpretation follows the following norms:

3.1 When the terms have been defined in the laws of the State of New York, United States of America, they will follow such definition

3.2 If they are not defined in the laws of the State of New York, United States of America, it will be as provided in the contract and in its literal sense and in conformity with the contractual object and the intention of the parties.

3.3 If there exists contradictions between the Contract and the Documents of the same, the terms of the Contract, will prevail existing contradictions exist between the documents of the Contracts it shall be the Government of the Republic of Ecuador, represented by the Embassy of the Republic of Ecuador before the United States of America, which determines the prevalence of a text.

Fourth Clause: OBJECT OF THE CONTRACT

THE CONTRACTED is obligated with THE GOVERNMENT OF THE REPUBLIC OF ECUADOR, to conduct of studies and formulate strategies of communication, information, image and communication publicity at an international level.

They engage themselves to the effect of complying with the provision of communication services, object of the present contract, subject to the technical offer presented for the company MCSQUARED, INC; contemplating the reach of the following strategic inputs:

INPUT 1: The adoption of a plan of crisis containment

THE CONTRACTED shall elaborate, propose, and according to the approval of the Administrator of the present contract, execute a strategy of immediate containment to reduce any damage or mitigate the effects of the actions identified of the multinational organizations and corporations to diminish the information and reputation of Ecuador on the international level.

1.1 Construction of reputation and crisis team: THE CONTRACTED shall deploy their personnel and in addition shall lead a construction of reputation and crisis team composed of legal, lobby, diplomatic, and communication experts of the Ecuadorian Government. The whole group, advisors and representatives of THE CONTRACTED and the Government of Ecuador, shall hold weekly sessions as a team. THE CONTRACTED shall meet biweekly

with each team member individually. These sessions will continue throughout the duration of this Contract. In addition, THE CONTRACTED shall review and evaluate the factors relevant to the elaboration of the plan of immediate containment of crisis, develop a communication strategy, draft a memorandum of message and next step to present this material to the construction team of reputation and crises for their comments and suggestions.

1.2 Coordination in Ecuadorian territory: During this engagement, THE CONTRACTED will have a representative at all times in Ecuadorian territory. THE CONTRACTED shall place one or more members of his team in the Ecuadorian territory exclusively concentrating in providing solutions to priority issues concerning reputation and crisis. The team of THE CONTRACTED will be composed of five members of its team, distributed among analysts and consultants who work in coordination with those of Ecuador Government officials accredited to join the team.

1.3 Identification of posts: THE CONTRACTED shall investigate and identify messages for each team - legal, lobbying, diplomatic and communication-these initial messages will be 1.3.1) Protection against specific damage to the reputation of the country caused by international organizations, multinational companies and others that identify during the execution of the contractual process and 1.3.2) Identify opportunities that THE GOVERNMENT OF THE REPUBLIC OF ECUADOR has to improve their international reputation. THE CONTRACTED shall draft a memorandum of strategic messages outlining these arguments.

1.4 Immediate Containment: Using new messages THE CONTRACTED shall develop a strategy of containment of short-term key issuers, news media and other communication resources available that will allow THE CONTRACTED to begin the execution of this strategy of contention of crisis.

1.5 Timeline: THE CONTRACTED shall deploy and lead an internationally coordinated construction of reputation and crisis management team, issuing a preliminary memorandum of the message, and immediate containment strategy - using the Internet – which shall be implemented within 15 (fifteen) days from the date of execution of this Contract.

INPUT 2: Due diligence (Due Diligence)

Simultaneously with the Input 1 containment plan immediately, THE CONTRACTED shall identify and assess the risks and potential risks that may require protection through the establishment of a rapid and intense period of revelation.

2.1 Collection of Information: THE CONTRACTED shall conduct a project of extensive compilation of information on international organizations, multinational companies, and identified factors and activities that are not related to any private complaints and/or between private parties. This will include materials related to identify issues surrounding the subject

of this contract, except for issues related exclusively to private lawsuits and/or between private materials. THE CONTRACTED shall establish a system of information gathering to be implemented for the duration of this Contract.

2.2 Survey Research: Using the preliminary information collected after forty-five days THE CONTRACTED shall conduct a field study on public opinion in the U.S. on Ecuador, and to test negative and positive messages about international organizations, multinational companies and responsibilities. All costs of these surveys will be additional to the amounts specified in this contract.

2.3 Strategic Memorandum and presentation: THE CONTRACTED shall submit a report based on their findings with specific recommendations and strategic guidance on the next steps plan. The plan shall include the recommendation of specific tactics to be implemented in the various fields of action identified.

2.4 Period of evaluation strategy: THE CONTRACTED shall request from the Contract Administrator and officials of the Government of Ecuador, the evaluation of actions and immediate strategies to then determine the success of these and, if necessary, make adjustments and changes to the recommended tactics.

2.5 Timeline: With the team of THE CONTRACTED already working in the Ecuadorian territory during the first 15 defined days in Input 1, THE CONTRACTED shall conduct the corresponding analysis (due diligence) of the material during the course of the next thirty days during which it shall develop the strategic plan, the evaluation requested by the Contract Administrator, immediately refine the plan of construction of reputation and strategy contention defined in Input 1, analyze the information obtained during the period and shall present their findings and final recommendations.

INPUT 3: Implementation of the strategy

At this stage THE CONTRACTED shall execute the recommended tactics. THE CONTRACTED could propose various tactics and the Contract Administrator will select the most prioritized. THE CONTRACTED shall execute at least one tactic in each of these four areas-legal, lobbying, diplomatic, and communications.

These tactics could introduce new structures, new media programs and new staff and existing staff structures. The tactics could propose new international programs for participation of officials or new strategies to deal with new international organizations. Whatever the case, THE CONTRACTED shall work directly with senior officials of the Government of Ecuador and his team to execute the tactics and then assess their impact with respect to the consolidation of the country, strengthening its reputation, and containment of crisis. All costs for new structures, programs, staff, international programs and other elements shall be paid by the customer.

3.1 Implementation of the Plan: THE CONTRACTED shall propose specific tactics and prepare a plan for staff and each of the teams that should follow in the introduction of tactics. This shall include argument lines and a process internalization with key people who make decisions. This includes training for officials who will interact directly with those implementing tactics.

3.2 Strategic Process: THE CONTRACTED shall work and coordinate with the Contract Administrator and each team member during tactical execution. THE CONTRACTED shall remain in Ecuadorian territory to advise on the execution of every tactic recommended. This proximity is provided by THE CONTRACTED with the knowledge necessary for the success of evaluation each of the tactics. THE CONTRACTED shall provide weekly technical reports. In the final stage of the tactic, THE CONTRACTED shall determine successful tactics and the reasons for their successes.

3.3 Timeline: THE CONTRACTED estimates that the tactics are to take 120 days for their execution and evaluation.

Input 4: Solution

In this final stage, based on the successes of the pilot and settings specific contentions, THE CONTRACTED shall design and implement a solution to strengthen the international reputation of the country, containing the crisis, mitigate identified risks of future crises, and take advantage of opportunities that arise in the international level

4.1 Final Recommendations: THE CONTRACTED shall provide, final recommendations in a memorandum to implement solutions in construction of reputation and contention crisis, as well as, provide continuous monitoring to mitigate future risks.

4.2 Process of solution: THE CONTRACTED shall work together with their team to implement all solutions. They shall provide a strategic guide to ensure that the solutions of Input 3 have success.

4.3 Monitoring: THE CONTRACTED shall create a continuous monitoring of issues identified to determine 4.3.1) anticipate potential risks regarding the country reputation or a crisis, and 4.3.2) opportunities to improve international reputation of the country. THE CONTRACTED shall provide a strategic guide to allow Ecuador allies in the region to continue the successes of Ecuador to build a strong collective defense.

4.4 Timeline: THE CONTRACTED estimates this solution to take 180 days.

The deliverables consist of Exhibit 1 of this Contract which is attached as an integral and enabling part of the same.

Clause Five: PRICE AND PAYMENT

The total value that shall be canceled by THE GOVERNMENT OF THE REPUBLIC OF ECUADOR, for contracted services amounts to USD. 6.408 million (6.408 million dollars of the United States of America), payable in the following manner:

The Embassy of the Republic of Ecuador shall effect twelve equal installments pursuant to that provided in continuation in Table 1, against the provision of the service and delivery of products to the satisfactions of the GOVERNMENT OF THE REPUBLIC OF ECUADOR, expressly declaring that the first payment is made in favor of THE CONTRACTED to the signature hereof, payments shall be effected prior to approval of products and favorable reports of the Contract Administrator.

TABLE 1

DESCRIPTION OF PAYMENTS

MONTH	VALUE
1 MAYO 2013	$ 534,000 USD
30 JUNE 2013	$ 534,000 USD
30 JULY 2013	$ 534,000 USD
30 AUGUST 2013	$ 534,000 USD
30 SEPTEMBER 2013	$ 534,000 USD
30 OCTOBER 2013	$ 534,000 USD
30 NOVEMBER 2013	$ 534,000 USD
30 DECEMBER 2013	$ 534,000 USD
30 JANUARY 2014	$ 534,000 USD
30 FEBRUARY 2014	$ 534,000 USD
30 MARCH 2014	$ 534,000 USD
30 APRIL	$ 534,000 USD
TOTAL	**$ 6,408,000 USD**

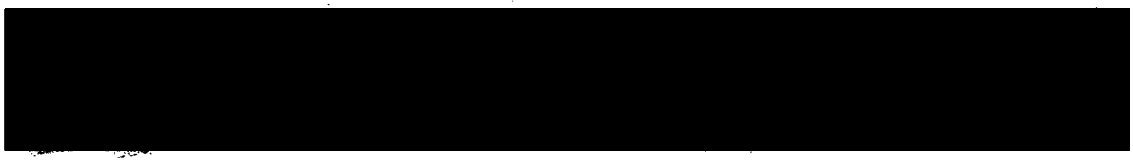
The deliverables consist of Exhibit 1 of this Contract which is attached as an integral and enabling part of the same.

THE GOVERNMENT OF THE REPUBLIC OF ECUADOR shall pay the foregoing by means of wire transfers from the bank institutions affected by the parties indicated, and applying to such operations current tax legislation of the United States of America.

Payment must be made by transfer to:

Beneficiary Name: MCSQUARED PR, INC.

Beneficiary Address: 565 85TH STREET, BROOKLYN, NY 11209



Bank Address: 399 PARK AVENUE NEW YORK, NY 10022

Bank Phone: 1-800-627-3999 maria.garay @ mc2pr.com

The values indicated above shall be paid by the Embassy of the Republic of Ecuador to the United States of America.

Clause Six: RESET PRICES

The value of this contract is fixed and shall not be subject to adjustment for any concept.

It is acknowledged that these values do not include the elaboration of commercial or audiovisual products and other specific areas where input is allowed, which shall be made by THE GOVERNMENT OF THE REPUBLIC OF ECUADOR or by THE CONTRACTED, according to case.

Seventh Clause: OBLIGATIONS OF THE CONTRACTED

THE GOVERNMENT OF THE REPUBLIC OF ECUADOR, reserves the right to demand to THE CONTRACTED at any time before or after the finalization this Contract when THE CONTRACTED does not provide services under this contract or are partially carried out, without prejudice to the responsibility involved to place.

Eighth Clause: TERM

The term of this contract is from the May 1st, 2013 to April 30th, 2014, being able the GOVERNMENT OF THE REPUBLIC OF ECUADOR to extend the deadline by an additional six months, if necessary.

Ninth Clause: MANAGEMENT CONTRACT

The Contract Administrator, by reason of strategy and scope of this instrument, designated by the Government of the Republic of Ecuador, is Dr. Fernando Alvarado Espinel Teodoro, in his capacity as Cabinet Secretary NATIONAL COMMUNICATION FROM THE PRESIDENT OF THE REPUBLIC OF ECUADOR, or his delegate.

Tenth Clause: OBLIGATIONS OF CONTRACT ADMINISTRATOR

The obligations of the Contract Administrator:

1. Verify and confirm the appropriateness of services contracted for, subject of this Contract.

2. Verify the compliance with contract terms

3. Develop and execute a Receipt of Delivery subject to the satisfaction of the deliverables that are part of the object of this contract.

4. Issue reports of the approval of a Product and favorable report prior to payments to THE CONTRADA.

5. Other items as indicated in this present instrument.

Eleventh Clause: OWNERSHIP AND CONFIDENTIALITY

THE GOVERNMENT OF THE REPUBLIC OF ECUADOR, keeps all necessary rights to own, use, and in particular utilizations, under the manner and the procedures it deems appropriate, regarding the reports and services, and THE CONTRACTED expressly waives in that sense any right in favor of the Government of the Republic of Ecuador, for that, all work and related services provided, any, will be the sole property of the GOVERNMENT OF THE REPUBLIC OF ECUADOR. THE CONTRACTED agrees to keep confidentiality and not to disclose or divulge those, just as all the information obtained in the same and all the related documents produced related to the execution of their work in the services provided to the Government, without the express acceptance and authorization of this latter in forever.

Twelfth Clause: TERMINATION OF CONTRACT

The causes for termination of this contract shall be:

12.1 Compliance with contractual obligations of both parties.

12.2 Mutual agreement of the parties. When become of unforeseen circumstances, technical or economic Acts of God or fortuitous events, it shall not be possible or is not in the interests of the parties executing total or partial contract, the parties may by mutual agreement agree to the extinction of all or some of the contractual obligations in the state they are.

12.3 Bankruptcy of the Legal Person of THE CONTRACTED in accordance with the laws of the State of New York, to declare Bankruptcy [sic]

12.4 Material Breach of Contract. In case of material breach by one party the other contracting party may terminate the Contract.

12.5 The extinction of the Legal Person Contracted. According to the laws of the State of New York.

THE GOVERNMENT OF THE REPUBLIC OF ECUADOR, also may decide to terminate the contract early and unilaterally when, faced with unforeseen technical circumstances or economic circumstances or fortuitous event or Acts of God, duly established; THE CONTRACTED would not agree to terminate by mutual agreement in this Contract, upon request and authorization of the Contract Administrator.

Thirteenth Clause: RELATIONSHIP BETWEEN THE PARTIES

It is understood by the parties involved in this contract that THE CONTRACTED is an independent contractor with respect to the Government of the Republic of Ecuador, for which it is not its employee.

Fourteenth Clause: SEVERABILITY

This Agreement shall enter into effect at the time of its execution. If any provision of this instrument is considered invalid or inapplicable for any reason, the remaining provisions shall remain valid and applicable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it become valid and enforceable, then that provision shall be deemed written, construed, and enforced as so limited.

Fifteenth Clause: LAW

This Agreement shall be governed by the laws of the State of New York, United States of America, in witness whereof the parties execute before a notary in the city of New York.

Sixteenth Clause: JURISDICTION

The terms of this agreement and any disputes relating to it will be governed by the laws of the State of New York, without consideration of the 1st choice and conflict of laws principles. Both parties agree that any dispute shall be settled in the State Supreme Court in New York, and then agree to submit to the exclusive jurisdiction of the Supreme Court of the State located in Kings County, New York, place of domicile THE CONTRACTED.

Seventeenth Clause: COMPENSATION

The Government of Ecuador recognizes, accepts and agrees to indemnify and hold harmless the Contractor against all claimed loses, damages, prejudice, liability or expenditure that THE CONTRACTED or any of their officers, directors, shareholders, employees participating in the execution of this Contract are ordered to pay by court resolution passed in res judicata, except to the extent that the events depicted are the result of gross negligence of willful misconduct of THE CONTRACTED.

Eighteenth Clause: NOTICES

For purposes of communication or notifications the parties provide as their address the following:

THE CONTRACTED: MCSQUARED PR, INC.565 85TH STREET, BROOKLYN, NY

New York 11209 United States of America. Telephone of the beneficiary: 1-646-691 -

0991EL

GOVERNMENT OF THE REPUBLIC OF ECUADOR: 1050 30th St, NW Washington DC20007 United States of America in the Republic of Ecuador: San Salvador E6-49 and Eloy Alfaro Public Media Building 4th Floor Quito-Ecuador.

ANNEX I

Product	Quantity	Cost
Elaboration of studies and technical reports about tactics of reparation of reputation and crisis management in four specific areas: lobbying, diplomatic, legal, communication. In accordance with the timeline of activities described and incorporated as part of this proposal: 1) Establish an interdisciplinary of Reputation and Crisis (RCT) 2) Sessions or weekly telephone conferences of RCT (52 meetings) 3) Sessions or biweekly telephone conferences with individual members of RCT (26 meetings) 4)Memorandums of weekly activities (52 memorandums) 5) Memorandums of monthly evaluations (12 memorandums) 6) Memorandums of analysis and trimester recommendations (4 memorandums) 7) Memorandum of Strategic Messages for the RCT (1 memorandum) 8) Memorandums of Immediate Steps and at Present for the RCT (1 memo + presentation) 9) Period of corresponding investigation (due diligence) and compilation of information (45 days) 10) Report on corresponding findings (due diligence) (1 Report) 11)Analysis of studies and surveys (1 memorandum) 12) Recommendation for specific pilot strategy and plan (2 sessions) 13) Sessions with RCT to ask for contribution to Strategy Memorandum and plan (2 sessions)	1	$150,000

14) Presentation of the Recommendation for specific pilot strategy and plan for the betterment of reputation and crisis control (1 presentation on 10-12 recommendations) 15) Prioritization and selection of the specific pilot recommendation for its application (4-6 recommendations selected from the 10-12 recommendations proposed) 16) Weekly report about the delineated phase in Input 3 of this offer, implementation of the strategy phase with a duration of 120 days) and of techniques recommended (16 memorandums) 17) Memorandum of messages and argument lines (Talking Points) for the key officials (1 memorandum + 4 line arguments) 18) Analysis of 90 days and presentation of the application of the recommended pilot (1 memorandum + presentation) 19) Memorandum of recommendations of final strategies and presentation for the betterment of the reputation and resolution of Crisis (1 memorandum)		
Monitor, analysis of digital media, traditional and social network, including translation to Spanish	1	$14,000
Design and implementation of agenda of media and of work (government officials) / (USA)	1	$15,000
Design and implementation of agenda of media and of work (government officials) / (Europe)	1	$25,000
Interviews and conference coverage, various events (with editing) per day, in USA	1	$15,000
Interviews and conference coverage, various events (with editing) per day, in Europe	1	$25,000
Survey, opinion polls (USA)	1	$90,000
Development of virtual platform (Website) with spaces to place opinion columns, audiovisual material, and mailbox (anonymous) for receiving information proceeding of users.	1	$100,000

Production of video and other multimedia material for insertion in blogs, websites, virtual portals, digital media	1	$100,000
SUB TOTAL – COST OF PRODUCTS (BY MONTH)		$534,000
TOTAL COST PRODUCTS / 12 MONTHS		6,408,000

The products described and numerated in ANNEX 1 preceding shall be delivered in accordance with the timeline of the phases and respective activities that comprehend the implementation of the technical proposal and that forms an integral part of the present instrument.

Mrs. Maria del Carmen Garay

EXECUTIVE DIRECTOR

MCSQUARED PR, INC

Ec. Nathalie Cely Suarez

AMBASSADOR EXTRAORDINARY AND PLENIPOTENTIARY OF THE REPUBLIC OF ECUADOR IN THE UNITED STATES OF AMERICA

CONTRATO PARA LA PROVISIÓN DE ESTUDIOS Y FORMULACIÓN DE ESTRATEGIAS DE COMUNICACIÓN INFORMACIÓN, IMAGEN Y PUBLICIDAD COMUNICACIONAL INTERNACIONAL

COMPARECIENTES:

Intervienen en la celebración del presente contrato por una parte la Economista Nathalie Cely Suárez en su invocada calidad de Embajadora extraordinaria y Plenipotenciaria de la República del Ecuador ante los Estados Unidos de Norteamérica, de conformidad con lo dispuesto en el Decreto Ejecutivo No. 938 de fecha 14 de noviembre de 2011, suscrito por el Economista Rafael Correa Delgado, en su calidad de Presidente Constitucional de la República del Ecuador, a quien y para efectos del presente instrumento se lo denominará EL GOBIERNO DE LA REPÚBLICA DEL ECUADOR; y por otra parte la señora Maria del Carmen Garay, en su calidad de Directora Ejecutiva y Representante Legal de la empresa MCSQUARED INC, debidamente constituida en el Estado de New York, Estados Unidos de América, a quién se la denominará LA CONTRATADA, quienes libre y voluntariamente convienen en suscribir el presente Contrato al tenor de las siguientes claúsulas:

Cláusula Primera: ANTECEDENTES

Mediante memorando No. PR-SGSPSC-2013-000965-M, de fecha 12 de abril de 2013, suscrito por el Doctor Fernando Alvarado Espinel, en su calidad de Secretario Nacional de Comunicación, dirigido a la Ingeniera María Luisa Donoso López en su calidad de Secretria General de la Presidencia de la República, mediante el cual solicitó la contratación de actividades de comunicación internacional con la Compañía MCSQUARED. INC, en Estados Unidos de América", a cuyo efecto en la parte pertinente manifiesta: *"Que es prioritario para el Gobierno Nacional informar a los ciudadanos y las ciudadanas de las acciones ejecutadas en su administración a fin de promover el fortalecimiento institucional, la eficiencia y eficacia administrativa, y las difusiones permanentes para la realización del Plan del Buen Vivir. Desde la elección del Presidente Rafael Correa en el año 2006, la influencia del Ecuador ha venido incrementándose en la región y en el mundo. Ecuador es ahora una nación soberana, independiente y progresista. Postura que en el contexto geopolítico actual ha despertado en los círculos de poder internacionales –políticos y económicos–animadversión. Estas fuerzas buscan calladamente debilitar el crecimiento económico del Ecuador, destruir la creciente imagen de liderazgo mundial del Presidente Correa y aislar al país de la comunidad internacional. El Ecuador se encuentra frente a los siguientes desafíos: 1. Liderazgo en la preservación de la Amazonía y el medio ambiente. 2. Liderazgo en la protección de los derechos humanos, del derecho a la libre expresión en la red, dentro de su compromiso con la preservación del derecho fundamental a la libertad de expresión y libertad de prensa. 3. Compromiso inamovible con la preservación del Estado de derecho. El proceso histórico*

que vive el Ecuador desde el 15 de enero de 2007 ha generado una transformación profunda de la sociedad y del Estado. Este proceso ha generado una modificación en las relaciones de poder tanto en el ámbito interno como en el externo. Ante las evidencias del progreso y avance de la sociedad y el Estado ecuatoriano, evidenciado no solo en las estadísticas nacionales sino en los indicadores que constituyen los organismos internacionales de desarrollo nacional y económico, se ha generado una corriente de reacción negativas en la opinión pública, primero para negar esas certezas y luego develar el verdadero objetivo de recuperar el estatus quo en los cuales los grupos de interés detentaban su capacidad de incidencia, influencia para la realización de sus intereses de grupo, y recuperar sus ganancias individuales en detrimento del interés general. Se ha verificado la existencia de una práctica sistemática para tergiversar la realidad de los hechos y las actuaciones del gobierno ecuatoriano, otorgándole arbitrariamente un efecto negativo precisamente en contra de los objetivos de reivindicación de la gestión: recuperar el ejercicio de los derechos de los habitantes del Ecuador en el marco del Buen Vivir; Una vez analizada la oferta presentada, se solicita de la Secretaría General de la Presidencia de la República la realización de las gestiones necesarias para que a través de la Embajada del Ecuadorante los Estados Unidos de América, en Washington D.C., se contrate a la compañía MCSQUARED, INC, para realizar las actividades de comunicación internacional y hacer frente a la actividad de organizaciones y corporaciones multinacionales para menoscabar la reputación del Ecuador en el plano internacional, por el monto de SEIS MILLONES CUATROCIENTOS OCHO MIL DOLARES DE LOS ESTADOS UNIDOS DE AMERICA, por el lapso de un año, de conformidad con la oferta que ha sido aceptada por esta Secretaría Nacional de Comunicación. Este contrato deberá suscribirse en los Estados Unidos de América por lo que deberá aplicarse el artículo 3 del Reglamento a la Ley del Sistema Nacional de Contratación Pública".

La Dirección Financiera de la Presidencia de la República del Ecuador, a través del Memorando No PR-DFNSG-2013-000546-M, de 24 de abril de 2013, certificó la disponibilidad presupuestaria para la presente contratación, por el valor total de US $6.408.000,00 (SEIS MILLONES CUATROCIENTOS OCHO MIL DÓLARES DE LOS ESTADOS UNIDOS DE AMÉRICA con 00/100), con cargo a la partida presupuestaria No. 530218, denominada "PUBLICIDAD Y PROPAGANDA EN MEDIOS DE COMUNICACIÓN MASIVA".

Mediante Resolución No. 131-2013 de 24 de abril del 2013, la Ing. Com. María Luisa Donoso López, Secretaria General de la Presidencia de la República expidió el acto administrativo respectivo, disponiendo que se efectúen los trámites legales y administrativos necesarios para la contratación de la compañía MCSQUARED INC.. De igual manera, en cumplimiento a lo dispuesto en los incisos segundo y quinto del artículo 3 y, artículo 4 del Reglamento General de la Ley Orgánica del Sistema Nacional de Contratación Pública, delegó a la economista Nathalie Cely Suárez, Embajadora del

Ecuador en los Estados Unidos de América, para que lleve a cabo el procedimiento de contratación correspondiente, estando plenamente facultada para suscribir el presente contrato.

Cláusula Segunda: DOCUMENTOS DEL CONTRATO

Forman parte integrante del Contrato, los siguientes documentos básicos:

2.1 Los documentos que acreditan la calidad de los comparecientes y su capacidad para celebrar el presente contrato;
2.2 La oferta técnica y económica presentada por LA CONTRATADA;
2.3 Memorando No PR-DFNSG-2013-000546-M, de 24 de abril de 2013 por el que se acredita que existe la correspondiente suficiencia y disponibilidad de fondos para la ejecución del presente contrato.

Cláusula Tercera: INTERPRETACIÓN Y DEFINICIÓN DE TÉRMINOS

Los términos del presente contrato deben interpretarse en su sentido literal, en el contexto del mismo y cuyo objeto revela claramente la intención de los contratantes. En todo caso su interpretación sigue las siguientes normas:

3.1 Cuando los términos se hallen definidos en las leyes del Estado de New York, Estados Unidos de Norteamérica se estará a tal definición
3.2 Si no estan definidos en las leyes del Estado de New York, Estados Unidos de América, se estará a lo dispuesto en el contrato en su sentido literal y de conformidad con el objeto contractual y la intención de los contratantes.
3.3 De existir contradicciones entre el Contrato y los Documentos del mismo, prevalecerán las normas del Contrato, de existir contradicciones entre los documentos del Contrato será el Gobierno de la República del Ecuador representado en la Embajada de la República del Ecuador ante los Estados Unidos de Norteamérica, la que determine la prevalencia de un texto.

Cláusula Cuarta: OBJETO DEL CONTRATO

LA CONTRATADA se obliga para con EL GOBIERNO DE LA REPÚBLICA DEL ECUADOR, a la provisión de estudios y formulación de estrategias de comunicación, información, imagen y publicidad comunicacional a nivel internacional.

Se compromete al efecto a cumplir la prestación de los servicios comunicacionales, objeto del presente contrato, con sujeción a la oferta técnica presentada por la empresa MCSQUARED, INC; contemplando el alcance de los siguientes insumos estrategicos:

INSUMO 1: La adopción de un plan de contención de crisis:

LA CONTRATADA elaborará, propondrá y, según la aprobación del Administrador del presente contrato, ejecutará una estrategia de contención inmediata para reducir cualquier daño y mitigar los efectos de las acciones identificadas de organizaciones y corporaciones multinacionales para menoscabar la información y reputación del Ecuador en el plano internacional.

1.1 Equipo de construcción de reputación y crisis: LA CONTRATADA desplegará su personal y además liderará un equipo de construcción de reputación y crisis compuesto de expertos legales, de lobby, diplomacia y comunicación del Gobierno ecuatoriano. El grupo completo, los asesores de LA CONTRATADA y los representantes del Gobierno del Ecuador, sesionarán semanalmente como equipo. LA CONTRATADA se reunirá quincenalmente con cada uno de los miembros del equipo de manera individual. Estas sesiones continuarán durante la duración del presente Contrato. Además, LA CONTRATADA revisará y evaluará los factores relevantes para la elaboración del plan de contención inmediata de crisis, elaborará una estrategia de comunicación, redactará un memorándum de mensaje y próximo paso y presentará este material al equipo de construcción de reputación y crisis para recibir sus comentarios y sugerencias.

1.2 Coordinación en el territorio nacional ecuatoriano: Durante este compromiso LA CONTRATADA tendrá en todo momento un representante en el territorio nacional ecuatoriano. LA CONTRATADA situará a uno o más miembros de su equipo de trabajo en el territorio nacional ecuatoriano para concentrarse exclusivamente en dar solución a los asuntos prioritarios concernientes a la reputación y crisis. El equipo de LA CONTRATADA estará conformado por cinco miembros de su equipo, distribuidos en analistas y consultores, quienes trabajarán en coordinación con aquellos funcionarios del Gobierno del Ecuador acreditados para formar parte del equipo.

1.3 Identificación de mensajes: LA CONTRATADA investigará e identificará los mensajes para cada equipo – legal, lobby, diplomático y comunicación- estos mensajes iniciales serán 1.3.1) Defensa contra daños específicos a la reputación del país causados por organizaciones internacionales, compañías multinacionales y demás que identifique durante la ejecución del proceso contractual y 1.3.2) Identificará las oportunidades que tiene EL GOBIERNO DE LA REPÚBLICA DEL ECUADOR para mejorar su reputación internacional. LA CONTRATADA redactará un memorándum de mensajes estratégicos delineando estos argumentos.

1.4 Contención inmediata: Usando los nuevos mensajes, LA CONTRATADA elaborará una estrategia de contención de corto plazo que use emisores clave, nuevos medios y otros recursos comunicacionales existentes que le permitirán a LA CONTRATADA dar inicio a la ejecución de esta estrategia de contención de crisis.

1.5 Cronograma: LA CONTRATADA desplegará y liderará a nivel internacional un equipo coordinado de construcción de reputación y de manejo de crisis, emitiendo un memorándum preliminar del mensaje, y una estrategia inmediata de contención – usando el Internet – que esté en total implementación en 15 (quince) días a partir de la fecha de ejecución de este Contrato.

INSUMO 2: Diligencia debida (*Due Diligence*)

Simultáneamente con el Insumo 1, plan de contención inmediato, LA CONTRATADA identificará y evaluará los riesgos y posibles riesgos que pueden requerir de protección mediante el establecimiento de un rápido e intenso periodo de revelación.

2.1 Recopilación de información: LA CONTRATADA conducirá un proyecto de recopilación extensiva de información sobre las organizaciones internacionales, compañías multinacionales, factores y actividades identificadas y que no estén relacionados a demanda privada alguna y/o entre privados. Esto incluirá materiales relacionados a los temas identificados que giran alrededor del objeto de este contrato, a excepción de temas relacionados exclusivamente a demandas privadas y/o entre privados. LA CONTRATADA establecerá un sistema de recopilación de información a implementarse durante la duración de este contrato.

2.2 Investigación de encuestas: Usando la información preliminar recopilada después de cuarenta y cinco días LA CONTRATADA realizará un estudio de campo acerca de la opinión pública en EE.UU. sobre el Ecuador, y para probar mensajes negativos y positivos sobre organizaciones internacionales, compañías multinacionales y sus responsabilidades. Todos los costos de estas encuestas de investigación serán adicionales a los montos especificados en este contrato.

2.3 Memorándum estratégico y presentación: LA CONTRATADA presentará un plan basado en sus hallazgos con recomendaciones específicas y una guía estratégica sobre los próximos pasos a seguir. Plan que incluirá la recomendación de tácticas específicas a implementar en los diversos campos de acción identificados

2.4 Periodo de evaluación de estrategia: LA CONTRATADA solicitará al Administrador del Contrato y a funcionarios del Gobierno del Ecuador, la evaluación de las acciones y estrategias inmediatas para así determinar el éxito de las mismas y, de ser necesario, hacer ajustes y cambios a las tácticas recomendadas.

2.5 Cronograma: Con el equipo de LA CONTRATADA ya trabajando en el territorio nacional ecuatoriano durante los primeros 15 días definidos en el Insumo 1, LA CONTRATADA realizará el correspondiente análisis (due diligence) del material durante el curso de los próximos treinta días durante los cuales elaborará el plan estratégico, solicitará la evaluación por parte del Administrador del Contrato, afinará el plan inmediato

de construcción de reputación y estrategia de contención definidos en el Insumo 1, analizará la información obtenida durante el período de investigación y presentará su hallazgos y recomendaciones finales.

INSUMO 3: Implementación de la estrategia

En esta etapa LA CONTRATADA ejecutará las tácticas recomendadas. LA CONTRATADA podría proponer varias tácticas y el Administrador del Contrato seleccionará las más prioritarias. LA CONTRATADA ejecutará al menos una táctica de cada una de estas cuatro áreas – legal, lobby, diplomática y comunicaciones.

Estas tácticas podrían introducir nuevas estructuras, nuevos programas de medios y nuevo personal a las estructuras y personal existentes. Las tácticas podrían proponer nuevos programas internacionales para la participación de los funcionarios o nuevas estrategias para abordar a nuevas organizaciones internacionales. Cualquiera que sea el caso, LA CONTRATADA trabajará directamente con los altos funcionarios del Gobierno del Ecuador y su equipo para ejecutar las tácticas y luego evaluar su impacto con respecto al afianzamiento de la reputación del país y la contención de crisis. Todos los costos por las nuevas estructuras, programas, personal, programas internacionales y demás elementos acordados serán pagados por el cliente.

3.1 Puesta en práctica del Plan: LA CONTRATADA propondrá tácticas especificas y redactará un plan para los funcionarios y cada uno de los equipos que deben seguir en la introducción de las tácticas. Esto incluirá líneas argumentales y un proceso de internalización con las personas clave que toman las decisiones. Esto incluye capacitación para los funcionarios que van a interactuar directamente con quiénes implementan las tácticas.

3.2 Proceso estratégico: LA CONTRATADA coordinará y trabajará con el Administrador del Contrato y cada miembro del equipo durante la ejecución táctica. LA CONTRATADA permanecerá en el territorio nacional ecuatoriano para asesorar en la ejecución de cada una de las recomendaciones tácticas. Esta proximidad proporcionará a LA CONTRATADA con los conocimientos necesarios para la evaluación del éxito de cada una de las tácticas. LA CONTRATADA proporcionará informes técnicos semanales. Al final de la etapa táctica, LA CONTRATADA determina las tácticas exitosas y los motivos de sus éxitos.

3.3 Cronograma: LA CONTRATADA estima que las tácticas abarcarán 120 días para su ejecución y evaluación.

Insumo 4: Solución

En esta etapa final, basándose en los éxitos y ajustes de las contenciones piloto especificas, LA CONTRATADA elaborará y ejecutará una solución para reforzar la reputación

internacional del país, contener la crisis, mitigar riesgos identificados de futuras crisis, y aprovechar las oportunidades que surjan en el plano internacional.

4.1 Recomendaciones finales: LA CONTRATADA proporcionará, recomendaciones finales en un memorándum para implementar soluciones de construcción de reputación y contención de crisis, al igual que proveerá monitoreo continuo para mitigar los riesgos futuros.

4.2 Proceso de solución: LA CONTRATADA trabajará conjuntamente con su equipo para poner en práctica las soluciones. Proporcionará una guía estratégica para asegurar que las soluciones del Insumo 3 tengan éxito.

4.3 Monitoreo: LA CONTRATADA creará un monitoreo continuo de temas identificados para determinar 4.3.1) posibles riesgos con suficiente anticipación con respecto a la reputación del país o alguna crisis, y 4.3.2) oportunidades para mejorar la reputación internacional del país. LA CONTRATADA proveerá una guía estratégica para permitir a los aliados del Ecuador en la región que sigan los éxitos del Ecuador para construir una fuerte defensa colectiva.

4.4 Cronograma: LA CONTRATADA estima que esta solución tomará 180 días.

Los productos entregables constan del Anexo No. 1 de este contrato que se adjunta como documento integrante y habilitante del mismo.

Cláusula Quinta: PRECIO Y FORMA DE PAGO

El valor total que cancelará EL GOBIERNO DE LA REPÚBLICA DEL ECUADOR, por los servicios contratados asciende a la suma de USD. 6.408.000, (seis millones cuatrocientos ocho mil dólares de los Estados Unidos de América), pagaderos de la siguiente manera:

La Embajada de la República del Ecuador efectuará doce pagos de igual valor conforme se señala a continuación en la TABLA 1, contra la prestación del servicio y entrega de los productos a satisfacción DEL GOBIERNO DE LA REPÚBLICA DEL ECUADOR, dejando expresa constancia que el primer pago se lo realizará a favor de LA CONTRATADA a la firma del presente instrumento, los pagos se efectuarán previa aprobación de los productos e informes favorables del administrador del contrato

TABLA 1

DESCRIPCIÓN DE PAGOS

MES	VALORES
1 MAYO 2013	USD. $ 534000
30 JUNIO 2013	USD. $ 534000
30 JULIO 2013	USD. $ 534000
30 AGOSTO 2013	USD. $ 534000
30 SEPTIEMBRE 2013	USD. $ 534000
30 OCTUBRE 2013	USD. $ 534000
30 NOVIEMBRE 2013	USD. $ 534000
30 DICIEMBRE 2013	USD. $ 534000
30 ENERO 2014	USD. $ 534000
30 FEBRERO 2014	USD. $ 534000
30 MARZO 2014	USD. $ 534000
30 ABRIL 2014	USD. $ 534000
TOTAL	USD. $ 6.408.000

Los productos entregables constan del Anexo No. 1 de este contrato que se adjunta como documento integrante y habilitante del mismo.

EL GOBIERNO DE LA REPÚBLICA DEL ECUADOR cancelará los valores antes señalados mediante transferencias interbancarias de las entidades bancarias que las partes señalen y, aplicándose a esas operaciones la normativa tributaria vigente de los Estados Unidos de Norteamérica.

El pago deberá realizarse con transferencia a:

Nombre del Beneficiario: MCSQUARED PR, INC.

Dirección del Beneficiario: 565 85TH STREET, BROOKLYN,NY 11209

[redacted]

Nombre del Banco: CITIBANK

Ciudad- País: New York, NY USA

[redacted]

Dirección del Banco: 399 PARK AVENUE NEW YORK, NY 10022

Teléfono del Banco: 1-800-627-3999

maria.garay@mc2pr.com

El valor antes señalado será cancelado por la Embajada de la República del Ecuador ante los Estados Unidos de América.

Clausula Sexta: DEL REAJUSTE DE PRECIOS

El valor de este contrato es fijo y no estará sujeto a reajuste por ningún concepto.

Se deja constancia de que en estos valores no están incluidas la elaboración y pautaje de comerciales o audiovisuales y demás aspectos determinados en los insumos, los cuales serán efectuados por EL GOBIERNO DE LA REPÚBLICA DEL ECUADOR o por la CONTRATADA, según el caso.

Clausula Séptima: OBLIGACIONES DE LA CONTRATADA

EL GOBIERNO DE LA REPÚBLICA DEL ECUADOR, se reserva el derecho de reclamar a LA CONTRATADA en cualquier tiempo antes o después de la finalización del presente Contrato, cuando LA CONTRATADA no proporcione los servicios objeto del presente contrato o los realice parcialmente, sin perjuicio de la responsabilidad a que hubiere a lugar.

Clausula Octava: PLAZO

El plazo de vigencia del presente contrato es desde el 1 de Mayo de 2013 hasta el 30 de Abril de 2014, pudiendo a necesidad motivada DEL GOBIERNO DE LA REPÚBLICA DEL ECUADOR extenderlo por el plazo por seis meses adicionales.

Cláusula Novena: ADMINISTRACIÓN DEL CONTRATO

El Administrador del Contrato, en razón de la estrategia y alcance del presente instrumento, designado por parte del Gobierno de la República del Ecuador, es el Doctor Teodoro Fernando Alvarado Espinel, en su calidad de SECRETARIO NACIONAL DE COMUNICACIÓN DE LA PRESIDENCIA DE LA REPÚBLICA DEL ECUADOR, o su delegado.

Cláusula Décima: OBLIGACIONES DEL ADMINISTRADOR DEL CONTRATO

Son obligaciones del Administrador del Contrato:

1. Verificar y constatar la idoneidad de los servicios contratados, objeto del presente contrato
2. Verificar el cumplimiento de los plazos del contrato
3. Elaborar y suscribir las actas de Entrega Recepción a satisfacción de los Productos Entregables que forman parte del objeto del presente contrato.
4. Emitir los informes de la aprobación del producto e informe favorable previo los pagos a favor de la Contratada
5. Las demás señaladas en el presente instrumento

Cláusula Décima Primera: PROPIEDAD Y CONFIDENCIALIDAD

EL GOBIERNO DE LA REPÚBLICA DEL ECUADOR, mantiene todos los derechos necesarios de propiedad, uso, y, en particular de utilización, la forma y bajo las modalidades que estimare convenientes, respecto de los informes y servicios prestados, cediendo y renunciando expresamente en tal sentido LA CONTRATADA a cualquier derecho a favor del Gobierno de la República del Ecuador, por lo que, todos los trabajos y documentos relacionados con los servicios brindados, si los hubieren, serán de propiedad exclusiva del GOBIERNO DE LA REPÚBLICA DEL ECUADOR. LA CONTRATADA se obliga a mantener confidencialidad sobre aquellos y a no divulgarlos, así como toda la información obtenida por la misma y toda clase de documentos producidos relacionados con la ejecución de sus labores en relación a los servicios prestados al Gobierno, sin la expresa aceptación y autorización de esta última, a perpetuidad.

Cláusula Décima Segunda: DE LA TERMINACIÓN DEL CONTRATO

Las causales para la terminación del presente contrato son:

12.1 Cumplimiento de las obligaciones contractuales de ambas partes

12.2 Mutuo acuerdo de las partes. Cuando por circunstancias imprevistas, técnicas o económicas o causas de fuerza mayor o caso fortuito, no fuere posible o conveniente para los intereses de las partes ejecutar total o parcialmente el Contrato, las partes podrán por mutuo acuerdo o convenir en la extinción de todas o algunas de las obligaciones contractuales en el estado en que se encuentren.

12.3 Quiebra de la Persona Jurídica de LA CONTRATADA, de conformidad a las leyes del Estado de New York, para declarar la Quiebra

12.4 Incumplimiento material del Contrato. En caso del incumplimiento material por uno de los contratantes el otro contratante podrá dar por terminado el Contrato

12.5 La extinción de la Persona Jurídica Contratada. De acuerdo a las leyes del Estado de New York.

EL GOBIERNO DE LA REPÚBLICA DEL ECUADOR, también podrá declarar terminado anticipadamente y unilateralmente el contrato cuando, ante circunstancias técnicas o económicas imprevistas o de caso fortuito o fuerza mayor, debidamente comprobada; LA CONTRATADA no hubiere accedido a terminar de mutuo acuerdo en presente Contrato, previa solicitud y autorización del Administrador del Contrato.

Cláusula Décima Tercera: RELACIÓN ENTRE LAS PARTES

Se entiende por las partes que intervienen en el presente contrato que LA CONTRATADA es un contratista independiente con respecto al Gobierno de la República del Ecuador, por lo tanto no es su empleada.

Cláusula Décima Cuarta: DIVISIBILIDAD

Este Contrato entrará en vigor al momento de su suscripción. Si cualquier disposición de este instrumento se considera inválida o inaplicable por cualquier razón, las disposiciones restantes seguirán siendo validas y aplicables. Si un tribunal considera que alguna disposición de este Contrato es inválida o inejecutable, pero que por limitación de dicha disposición se convierta valida y exigible, entonces dicha disposición se considerara escrita, interpretada y ejecutada dentro de esas limitaciones.

Cláusula Décima Quinta: LEY APLICABLE

Este Contrato se regirá por las leyes del Estado de Nueva York, Estados Unidos de América, en fe de lo cual las partes lo suscriben y proceden a notariarlo en la ciudad de New York.

Cláusula Décima Sexta: JURISDICCIÓN

Los términos de este contrato y cualquier disputa relacionada a la misma será gobernada por las leyes del Estado de Nueva York, sin la consideración de la elección y conflicto de los principios de las leyes. Ambas partes acuerdan que cualquier disputa será resuelta en la Corte Suprema del Estado en Nueva York, y posteriormente acuerdan presentarla a la jurisdicción exclusiva de la Corte Suprema del Estado ubicada en Kings County, Nueva York, lugar donde se encuentra domiciliada LA CONTRATADA.

Cláusula Décima Séptima: INDEMNIZACIÓN

El Gobierno del Ecuador reconoce, acepta y acuerda indemnizar y dejar indemne a la Contratada contra todo reclamo pérdida, daño, perjuicio, responsabilidad o gasto que LA CONTRATADA o cualquiera de sus ejecutivos, directores, empleados accionistas que participen en la ejecución del presente Contrato sean condenados a pagar por resolución judicial pasada en autoridad de cosa juzgada, salvo en la medida que los eventos indicados sean el resultado de negligencia grave o dolo por parte de LA CONTRATADA.

Cláusula Décima Octava: NOTIFICACIONES

Para efectos de comunicación o notificaciones las partes señalan como dirección las siguientes:

LA CONTRATADA: MCSQUARED PR, INC.565 85TH STREET, BROOKLYN,NY 11209 New York Estados Unidos de América.Teléfono del beneficiario: 1-646-691-0991EL

GOBIERNO DE LA REPÚBLICA DEL ECUADOR: 1050 30th St, NW Washington DC 20007 Estados Unidos de América En la República del Ecuador: San Salvador E6-49 y Eloy Alfaro Edifico Medios Públicos 4to piso Quito- Ecuador.

ANEXO 1

Producto	Cantidad	Costo
Elaboración de estudios e informes técnicos sobre tácticas de reparación de reputación y manejo de crisis en cuatro áreas específicas: cabildeo, diplomacia, legal, comunicación. De acuerdo al cronograma de actividades descritos e incorporados como parte de ésta propuesta: 1) Establecer un Equipo interdisciplinario de Reputación y Crisis (RCT) 2) Sesiones o conferencias telefónicas semanales del RCT (52 reuniones) 3) Sesiones o conferencias telefónicas quincenales con los miembros del RCT individualmente (26 sesiones) 4) Memorándums de actividades semanales (52 memorándums) 5) Memorándums de evaluación mensual (12 memorándums) 6) Memorándums de análisis y recomendaciones trimestrales (4 memorándums) 7) Memorándum de Mensajes Estratégicos para el RCT (1 memorándum) 8) Memorándums de Pasos Inmediatos y al Presente para el RCT (1 memo + presentación) 9) Periodo de investigación correspondiente [due diligence] y recopilación de información (45 días) 10) Informe de los Hallazgos correspondientes [due diligence] (1 informe) 11) Análisis de estudios y encuestas (1 memorándum) 12) Recomendaciones para estrategia piloto y plan para el mejoramiento de reputación y control de crisis (1 memorándum) 13) Sesiones con el RCT para pedir aportes al Memorándum de estrategia y plan (2 sesiones) 14) Presentación de las recomendaciones para la estrategia piloto y el plan para el mejoramiento de reputación y control de crisis (1 presentación de 10-12 recomendaciones) 15) Priorización y selección de las recomendaciones piloto específicas para su aplicación (4-6 recomendaciones seleccionadas de las 10-12 recomendaciones propuestas) 16) Informe semanal sobre la fase delineada en el Insumo 3 de esta oferta, implementación de la estrategia fase con una duración de 120 días) y de técnicas recomendadas (16 memorándums) 17) Memorándum de mensajes y líneas argumentales (Talking Points) para los funcionarios clave (1 memorándum + 4 líneas argumentales) 18) Análisis de 90 días y presentación de la aplicación de las recomendaciones piloto (1 memorándum + presentación) 19) Memorándum de recomendaciones de estrategias finales y presentación para el mejoramiento de la reputación y resolución de Crisis (1 memorándum)	1	$150,000
Monitoreo, análisis de medios digitales, tradicionales y redes sociales, inclusive traducción al español	1	$14,000
Diseño e implementación de agenda de medios y de trabajo (funcionarios del gobierno) / EEUU	1	$15,000
Diseño e implementación de agenda de medios y de trabajo (funcionarios del gobierno) / Europa	1	$25,000
Entrevistas y cobertura de conferencias, eventos varios (con edición) por día, en EEUU	1	$15,000
Entrevistas y cobertura de conferencias, eventos varios (con edición) por día, en Europa	1	$25,000

Encuestas, sondeos de opinión (EEUU)	1	$90,000
Desarrollo de plataforma virtual (sitio web) con espacios para ubicar columnas de opinion, material audiovisual, y buzón (anónimo) para recepción de información procedente de usuarios.	1	$100,000
Producción de video y otro material multimedia para inserción en blogs, websites, portales virtuales, medios digitales	1	$100,000
SUB TOTAL- COSTO DE PRODUCTOS (POR MES):		$534,000
TOTAL COSTO PRODUCTOS / 12 MESES -		6,408,000

Los productos descritos y enumerados en el Anexo 1 precedente serán entregados de acuerdo al cronograma de las fases y actividades respectivas que comprenden la implementación de la propuesta técnica y que forma parte integrante del presente instrumento.

Sra Maria del Carmen Garay
DIRECTORA EJECUTIVA
MCSQUERED PR, INC

Ec. Nathalie Cely Suárez
EMBAJADORA EXTRAORDINARÍA
Y PLENIPOTENCIARIA DE LA REPÚBLICA
DEL ECUADOR EN LOS ESTADOS UNIDOS
DE NORTEAMÉRICA